

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1644122

Vendor Name: Creative Booking Agency Inc

Check Details:

Check Number: E0106328

Check Amount: \$ 22,000.00

Check Date: 3/11/2025

Invoice Details:

Invoice Number: TR25-MJTOUR

Invoice Date: 3/4/2025

PO Number: NULL

Voucher Number: V0875395

Document Type: AP Invoice

Document Below

"Schoettle, Kari" <schoettlek@cod.edu>

Creative Booking Agency check request \$22000

"Schoettle, Kari" <schoettlek@cod.edu>

Wed, Mar 5, 2025 at 03:48 PM UTC

CC:

BCC:

Please process. Thank you.

Kari Schoettle

Project Manager

McAninch Arts Center, College of DuPage

630-942-2914 | schoettlek@cod.edu

1 attachment

CBA MJTour check request 22000 ksmjdm.pdf

Check Request Form

This form may be used to request check payments only for those items for which the issuance of a purchase order would not be appropriate. Attach supporting documentation (e.g., invoice or agreement). Please refer to Administrative Procedure 2.21, Vendor Payment.

Date: _____ Vendor ID: _____ Vendor Name: _____

Payee Address: _____ Payment Due Date: _____

| Invoice Number | GL Account number(s) e.g. 01-80-00757-5401001 | GL Account Name e.g. Office Supplies | Amount |
|----------------|--|---|-----------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total | | | \$ |

Check the appropriate box below:

- ☐ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have been provided in a satisfactory condition/manner. Consequently, payment is appropriate at this time.
- ☐ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have not yet been provided. The first approver indicated below will notify the Accounts Payable Office in writing when the goods/services have been delivered in a satisfactory condition/manner.

Description on Check:

Other Instructions:

All requests will require the following approvals:

Requester: _____ Print Name: _____

Budget Officer: _____ Print Name: _____

Requests \$10,000 and over will require the additional approvals below:

Next Level Supervisor (if applicable): _____ Print Name: _____

Next Level Supervisor (if applicable): _____ Print Name: _____

Next Level Supervisor (if applicable): _____ Print Name: _____

Area Administrator (only required if request is \$10,000 and over): _____ Print Name: _____

Area Cabinet Officer (only required if request is \$25,000 and over): _____ Print Name: _____

Board Approval Date (only required if request is \$25,000 and over): _____

Return approved request and all supporting documentation to Accounts Payable (SRC 2132A), invoicing@cod.edu

Check Request Form *(cont.)*

Processing a Check Request:

To expedite the processing of a check request, or other non-purchase order disbursement, the requesting department should:

1. Verify that the vendor intake process has been completed by the Procurement Office.
Payment cannot be made to a vendor until this process has been completed.
2. Complete and review this check request form and confirm that all relevant supporting documentation is attached including fully executed contracts, if applicable.
3. Ensure the payee information is complete and includes the vendor's Colleague ID number.
4. Ensure that the general ledger account number is included and correct.
5. Maintain a copy of the approved check request form for department records.
6. Submit the completed check request form to the Accounts Payable Office.

The check request form will be returned to the budget officer if the information is incomplete, not in compliance with College Policy, or if budget is not available.



| | |
|----------------------|-----------------------|
| Contract: | _____ / _____ / _____ |
| Received Deposit: \$ | _____ |
| Date: | _____ / _____ / _____ |

Agreement made this date, Wednesday, October 16, 2024 by and between SHOWTIME MANAGEMENT USA LTD. (hereinafter referred to as Artist) and McAninch Arts Center at College of DuPage (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

CONTRACT #: 00143300
100% HEADLINE

ARTIST(S): The Michael Jackson History Tour
VENUE: Belushi Performance Hall

Contact: Diana Martinez
Phone: 630-942-3001
Fax:

Address: 425 Fawell Blvd., Glen Ellyn, IL 60137
Production: Joseph Hopper Phone: 630-942-2913
Marketing: Whitney Rhodes Phone:
Box Office: Julie Elges Phone:

Email: Hopper@COD.edu
Email: whitneyr@carolfoxassociates.com
Email: Elgesj@cod.edu

DATE(S): Saturday, March 15, 2025

| TICKETS: | Quantity | Cmp/Kls | Avail | Grs Price | Deduct | Net Price | Discriptn | No. Days: 1 No Shows: 1 | Same Day |
|------------------------|----------|---------|-------|------------------------|---------------------------|-----------|-----------|----------------------------|------------------|
| | 40 | 0 | 40 | \$72.00 | \$ - | \$72.00 | P1 | Load in: | Per advance |
| | 600 | 0 | 600 | \$62.00 | \$ - | \$62.00 | P2 | Snd Chck: | 6:00PM |
| | 170 | 0 | 170 | \$51.00 | \$ - | \$51.00 | P3 | Doors Open: | 7:00PM |
| | 20 | 20 | 0 | \$0.00 | \$ - | \$0.00 | P4 | Showtime(s): | |
| | 0 | 0 | 0 | \$0.00 | \$ - | \$0.00 | P5 | Curfew: | |
| | 0 | 0 | 0 | \$0.00 | \$ - | \$0.00 | P6 | Onstage: | |
| GP: \$48,750.00 | | | | Capacities: 830 | Merchandising: | | | | Ages: All |
| Tax: \$0.00 | | | | Per Show: 810 | Artist Sell: 80/20 | | | | |
| NP: \$48,750.00 | | | | Total Tkts: 810 | Venue Sell: 30/70 | | | | |

Ticket Scaling: Purchaser must provide ticket scaling, gross potential, and all documented expenses prior to and at settlement.

Sellable Seats: 770 w/out GC pit seats /810 with GC Pit seats (-5 seats for sound board needs)

Merchandise: 80%/20% to Artist if Artist sells. 70%/30% if the venue provides sales staff.

Comps: 10 for Artists; 10 for Venue

Discounts:

TERMS: **\$19,000.00 GUARANTEE** **POTENTIAL WALKOUT: \$ 22,000.00**

Plus Purchaser to Provide \$3000 Buyout for Artist Supplied Sound, Lights, and Backline. -

Artist will supplement House Package as per tech package. *

Plus Purchaser to Provide 8 Single Hotel Rooms and 5 Double Hotel Rooms for one night per rider.

Plus Catering and Hospitality per Artist Rider.

Plus Local Ground and Runner if needed.

ADDITIONAL PROVISIONS: Failure to present the engagement shall not relieve the Purchaser of the obligation to pay the guarantee in full.
Purchaser shall provide and pay for, as per Artist's specifications, any and all rider requirements.
Set Length: One Hundred and Fifty (150) Minutes (First Act: Sixty 60 Minutes, Intermission: Twenty (20) Minutes, Second Act: Seventy (70) Minutes.)
Exclusivity: Purchaser requires that Artist not perform any shows within thirty-five (35) mile radius for ninety (90) days prior or after confirmed date.
Act to also include 3 press interviews, phone-ins are acceptable, and/or one post-show Q&A.
Contract must be made out to College of DuPage.
For contract to be executed, the college requires a certificate of Insurance and endorsement page for all artists who perform on campus.
W-9 dated in the Current year.
College requires that contracts must be signed by artist or representative first to begin processing.

***** PROMOTION AND MARKETING:** ANY AND ALL MARKETING PROMOTION AND SOCIAL MEDIA MUST BE APPROVED BY MANAGEMENT IN ADVANCE ON ALL MEDIA, PRINT, TV, WEBSITES, TICKET LINKS ETC TO ENSURE STRICT COMPLIANCE. ALL VENUES MUST SIGN AND FOLLOW ALL MARKETING AND PROMOTION GUIDELINES SET FORTH IN THE ATTACHED MARKETING, ADDENDUM, AND RIDER. GUIDELINES AS PER MANAGEMENT.

*****MANDATORY DISCLAIMER -** Must accompany every mention of our Title, Tagline, and/or logo. It must be conspicuous and written in the same font size (or larger) than the Tagline (if it is present). "Not associated with the Estate of Michael Jackson"

*****PAYMENTS AND CHECKS** ANY ALL PAYMENTS FOR DEPOSITS, FINAL BALANCE OF GUARANTEE, OVERAGE, BONUS, or BUYOUTS MUST BE BE MADE PAYABLE TO CREATIVE BOOKING AGENCY, INC.

*****TAX FORMS AND REPORTING** ONCE THE CWA IS ISSUED BY THE IRS TO THE TOUR PRODUCER SHOWTIME MANAGEMENT USA, LTD / ARTIST "GARTH FIELD" - THE CWA TRANSFERS THE IRS REPORTING RESPONSIBILITY FROM THE VENUE / PROMOTER TO THE DESIGNATED WITHHOLDING AGENT FRANK PAGE OF CWA MANAGEMENT WHO WILL HAVE THE SOLE RESPONSIBILITY TO TO ISSUE 1042-S FORMS TO THE ARTIST FOR THEIR TOTAL EARNINGS. THE CWA ELMINATES ANY IRS REPORTING RESPONSIBILITY TO ANYONE OTHER THAN BY THE DESIGNATED WITHHOLDING AGENT.

IMPORTANT ** VENUES WILL NEVER BE REQUIRED TO FILE A 1099 TO INTERNATIONAL ARTISTS WITH A CWA OR TO THEIR AGENCY**

*****REMINDER ALL DEPOSITS / FINAL PAYMENTS / OVERAGE / BONUSES or BUYOUTS FOR PRODUCTION, TRANSPORTATION, HOTELS AND CATERING ARE TO BE MADE OUT TO CREATIVE BOOKING AGENCY ON BEHALF OF THE PRODUCERS - ALL CASH PICKUP BY TOUR MANAGER MUST BE REPORTED. ***IMPORTANT DO NOT ISSUE A 1099 TO CREATIVE BOOKING AGENCY EVER AS THE AGENCY IS THE FLOW THROUGH ENTITY AND THE PRODUCER IS ALWAYS THE ULTIMATE RECIPIENT OF THE FUNDS.**

*****CONTRACTS:** PURCHASER MUST SIGN AND RETURN CONTRACT, ADDENDUM AND RIDER WITHIN 3 BUSINESS DAYS OF RECEIPT.

*****FORCE MAJEURE / COVID RESTRICTIONS:** In the event performance can not take place due to any Governmental restrictions Due to COVID or Inclement Weather including but not limited to illness, travel restriction etc., then Purchaser and Producer agree to reschedule performance within 12- 18 months at same terms and conditions. In the event of Force Majeure occurrence Any and all Deposits paid in advance will be held until the Performance takes place.
In the event Force Majeure is enacted and the Tour has commenced and Artist has landed in the USA - Any and all Deposits paid in advance will be Forfeited.
In the event Force Majeure is enacted and Tour has not commenced Any Deposits paid in advance will be held until the Rescheduled Performance takes place.

1

College check or ACH due ASAP upon full execution of contract.

PAYMENTS: **\$9,500.00 US DEPOSIT** made payable to Creative Booking Agency, Inc. by ~~cashier's check or bank wire only due IMMEDIATELY UPON RECEIPT~~
~~Deposits not greater than 25% (\$4,750.00) will be paid when College Budget is approved in August 2023~~
The balance of the guarantee shall be paid to **Creative Booking Agency** on behalf of Artist or Artist's representative prior to the performance via cash, ~~College check or ACH~~
~~certified/cashier's check or money order~~ and not later than the scheduled performance date if Purchaser fails to
present the engagement. ~~All overage monies shall be paid to Creative Booking Agency on behalf of Artist immediately following performance via~~
~~cash/certified/cashier's check only. All Checks for Deposit and Final Payment to be made out to Creative Booking Agency (CBA, Inc).~~

| | | |
|--------------------------------------|------------------------------|-----------------------------------|
| Creative Booking Agency, Inc. | Bank Wire Information | FED ID #452623801 |
| Chase ABA# 021 000 021 | Account# 3837708123 | 305 7th Ave., NY, NY 10001 |

It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither CBA, Inc. nor its officers nor its employees are parties to this contract in any capacity and that neither CBA, Inc. nor its officers nor its employees are liable for the performance breach of any provisions contained herein.

Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute a part of this agreement and shall be signed by all parties to this contract.

This contract and its attachments may be executed and exchanged electronically or by fax
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

SHOWTIME MANAGEMENT USA LTD.

Fed ID#: 80-0899675

College Signatory


John Van Grinsven

Ellen Roberts, VP of Administration

x

x


c/o Creative Booking Agency, Inc .
31 East 32nd Street, Suite 603, New York, NY 10016
PHONE: (212) 758-8064
BOOKING AGENT: Christine L. Barkley
EMAIL: cbarkley@creativebookingagency.com


c/o McAnallen Arts Center
425 Fawell Blvd. Glen Ellyn, IL 60137
PHONE: 640-942-3007
CONTACT: Diana Martinez
EMAIL: martinezd59@cod.edu

3/4/2025





CONTRACT ADDENDUM

The following additional terms and conditions and the TECHNICAL RIDER attached, by agreement of the signed parties, are incorporated in, and are part of, the Agreement attached hereto.

VENUE EXPENSES

1. PRESENTER agrees to furnish at its sole cost and expense all that is necessary for the proper presentation of the Performance set forth in the Agreement (herein, 'Performance') and, if required by the PRODUCER, any and all rehearsals therefore, including but not limited to:
 - a) A suitable venue with professional performance space, standard amenities including but not limited to power, lighting, water and bathrooms, and audience seating - all clean, dry, safe and in good working order.
 - b) All equipment, facilities, services and staff as requested of the PRESENTER in the TECHNICAL RIDER.
 - c) Suitable front-of-house personnel including a Front of House manager and ushers.
 - d) Suitable security where required to guarantee the safety and security of the PRODUCER, auxiliary personnel, and all equipment, costumes and personal property.
 - e) In the case of a public performance, sufficient advertising and publicity as customarily provided on a first-class basis.
 - f) In the case of a ticketed performance, suitable box office services and staff including door staff on location at the Performance.

MERCHANDISE AND MEET & GREET

2. PRODUCER will have the right to sell, and manage the sale and price of, Performance-related merchandise at the Performance venue during the Performance and for a period of one (1) hour before and one (1) hour after the Performance.
3. PRODUCER will have the right to retain one hundred percent (100%) of revenue obtained from merchandise sales, excepting any standard venue policies which must be made known in full to the PRODUCER not less than fourteen (14) days before the Performance date or shall otherwise be waived.
4. PRODUCER will have the right to arrange and manage a public Meet and Greet opportunity (herein, M&G), between the cast member/s of the Performance and the attending public, immediately following the Performance.
5. PRESENTER will furnish the PRODUCER with a suitable space for the sale of merchandise and for the M&G, as described in the TECHNICAL RIDER.

CREATIVE CONTROL

6. PRODUCER will have sole and exclusive creative control over the Performance including but not limited to stage décor and settings, FOH sound system, FOH lighting, stage video and screen displays, auditorium signage or décor, set list, performing cast and public announcements throughout the Performance, including intermissions, and for a period of one half (1/2) hour immediately before and after the Performance.
7. PRESENTER shall comply with PRODUCER's billing requests.
8. PRESENTER will not make or publish alterations to PRODUCER's promotional assets or materials without the express prior written consent of PRODUCER, and will not use the PRODUCER's promotional assets or materials or any part thereof in any inappropriate or defamatory way, or to promote any other artists, events or performances at any time during or following the term of this Agreement.

ATTENDANCE

9. PRODUCER makes no guarantee of, and accepts no liability for, audience attendance numbers or sales revenue for the Performance.

FILMING AND REPRODUCTION

10. PRESENTER will not have the right to photograph, film, broadcast, televise or otherwise reproduce or record the Performance or anything leading up to the Performance, including rehearsals and promotional activities, without express prior written consent of the PRODUCER.

LICENSING

A handwritten signature in black ink, appearing to be a stylized 'J' or 'I'.

11. PRESENTER is responsible for the administration and payment of any and all applicable performing rights licenses and fees including any payable to BMI, ASCAP, SESAC or other successive or similar organizations.

VISA SUPPORT

12. Where required, PRESENTER will supply to the PRODUCER or, on request, directly to any US border or immigration departments, documentation and/or correspondence to verify the terms of this Agreement and the purpose for which the PRODUCER and the PRODUCER's staff are travelling to the US.

UNION COMPLIANCE

13. Where applicable, PRESENTER will comply with all regulations and requirements of any national or local union(s) that have jurisdiction over any of the materials, facilities, services and/or personnel to be furnished by PRESENTER or PRODUCER, or otherwise used in the Performance.

RECONCILIATION

14. PRESENTER shall make available to the PRODUCER on the PRODUCER's request any and all documents and information used in the calculation of PRODUCER's fees, payments, commissions, bonuses or taxes for the Performance, including but not limited to final sales reports, final gross reconciliation, statements, copy of checks released, expenses and settlement reports.

TAXES

15. PRODUCER or PRODUCER's authorized tax representative will make available to the PRESENTER, at least five days prior to Performance or as required by IRS regulation, any income or taxation information, forms or documentation relevant to the PRESENTER's calculation, withholding and/or payment of taxes for the Performance, including the following where applicable:
 - a) Central Withholding Agreements for any non-resident alien entertainers
 - b) W9 forms
 - c) W-8BEN forms
 - d) California Certificate of Registration

CONFIDENTIALITY

16. PRESENTER shall not disclose to any unrelated person, company, media or organization, during or following the term of this Agreement, any information relating to PRODUCER, the Performance or the cast or personnel thereof, that would not ordinarily be available to the public, including but not limited to artistic and technical information or strategy, business strategy, touring schedules, sales reports, financial and reconciliation documents, audience databases or personal information, company databases and any information pertaining to any legal matters.

TERMINATION BY PRESENTER

17. In the event the PRESENTER fails or refuses fully to perform any of its obligations hereunder, including but not limited to timely making of any payments required by this Agreement:
 - a) PRODUCER in its sole and exclusive discretion may immediately terminate this Agreement;
 - b) PRODUCER will have the right to retain any amounts theretofore paid by PRESENTER;
 - c) PRESENTER will immediately reimburse PRODUCER for any out-of-pocket expenses incurred by PRODUCER as a result of the PRESENTER's breach;
 - d) PRESENTER will remain liable to PRODUCER for the compensation due PRODUCER, as set forth in the Agreement; and
 - e) PRODUCER will be entitled to assert all claims and to exercise all rights and remedies available, whether at law or in equity.

TERMINATION BY PRODUCER

18. In the event of an alleged material breach of this Agreement by PRODUCER, PRESENTER agrees that the maximum damages which PRESENTER may seek to recover will be limited to necessary out-of-pocket expenses directly incurred by PRESENTER relating to the Performance and taking into account any amounts that PRESENTER has recovered, is expected to recover in the future or could have recovered using its best efforts to mitigate its damages. Notwithstanding the foregoing, PRESENTER will not be entitled to recover any alleged lost profits or similar damages.

FORCE MAJEURE

19. A 'Force Majeure Event' is defined as one or more of the following causes which renders the Performance impossible, impractical or unsafe: death, illness of or injury to PRODUCER's key personnel and/or marquee performer/s; theft, loss, destruction or breakdown of equipment owned or leased by the PRODUCER; fire; threats or acts of terrorism, riot, civil disorder in or around the performance location;

strike, lockout or other forms of labor difficulty; any act, order, rule or regulation of any court, government agency or public authority; act of God; absence of power or other essential services; failure of technical facilities; failure or delay of transportation or travel not within PRODUCER's reasonable control, including but not limited to any unreasonable and/or extended delay caused by any US border or immigration services; inclement weather; and/or any similar or dissimilar cause beyond PRODUCER's or PRESENTER's reasonable control.

20. If a Force Majeure Event occurs the parties' respective obligations hereunder will be excused fully, without any additional obligation, and each of the parties shall bear its own costs incurred in connection with the Agreement.
21. Notwithstanding the foregoing, if PRODUCER is ready and willing to perform, PRESENTER will pay PRODUCER the full amount of the guarantee set forth in this Agreement.

INDEMNITY Both parties

each other

22. ~~PRESENTER~~ shall indemnify, protect, and hold ~~PRODUCER, PRODUCER's accountants, attorneys, agents,~~ and their respective contractors, employees, licensees, and designees (collectively, the "Indemnified Parties") harmless, from and against any claim, demand, action, loss, cost, damage, or expense whatsoever (including, without limitation, reasonable attorneys' fees) arising out of or in connection with the Performance, including, but not limited to:
 - a) Any claim, demand, or action made by any third party, as a direct or indirect consequence of the Performance;
either party
 - b) Any and all loss, damage, and/or destruction occurring to ~~PRODUCER's~~ and/or their respective employees', contractors', or agents' equipment at the place of the Performance, including, but not limited to, damage, loss, or destruction caused by forces beyond the parties' control; either party
 - c) A breach or alleged breach of any warranty, representation, or agreement made by ~~PRESENTER~~ hereunder in connection with the Performance, including, without limitation, any failure by either party ~~PRESENTER~~ to perform any agreement entered into between ~~PRESENTER~~ and any third party; and
either party
 - d) Damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by PRODUCER. For the avoidance of doubt, no claim, deduction, or offset will be made by PRESENTER in respect of same, unless proof of such damage and the cause thereof is provided to PRODUCER, and PRODUCER expressly agrees to such claim, deduction, or offset in writing.

LIABILITY

23. Under no circumstances will PRODUCER be liable to PRESENTER or any third party in contract, tort, or otherwise, for any indirect, incidental, special, consequential, punitive, exemplary or similar damages that result from the parties' performance or non-performance hereunder, including but not limited to loss of revenue or profits, even if PRODUCER has been advised of the possibility of such damages.

WARRANTY

24. Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with, or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which it is a party or by which it may become subject. Each party shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all applicable filings, registrations, reports, licenses, permits, and authorizations necessary to perform its obligations under this Agreement. Each party shall, at its own expense, comply with all laws, regulations, and other legal requirements that apply to it and this Agreement.
25. The warranties set forth in this section are the only warranties made by PRODUCER. PRODUCER makes no other warranties of any kind, express or implied, in connection with the Performance. PRODUCER hereby expressly disclaims any implied warranties arising from a course of dealing or course of performance. Except as set forth herein, no oral or written information given by PRODUCER, or their respective employees, affiliates or agents will create a warranty or representation and PRESENTER expressly acknowledges that it has not entered into this Agreement in reliance upon any alleged representation or warranty of PRODUCER or any its employees, affiliates, agents or representatives.

ENTIRE DOCUMENT

26. This Agreement constitutes the sole, complete, and binding agreement between the parties hereto regarding the subject matter hereof, and supersedes all prior communications between the parties. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and executed by an authorized representative of each party. This Agreement may be signed in

counterpart, electronic, PDF or facsimile signature, all of which shall constitute one agreement and be deemed as if original signatures were given.

GOVERNANCE


27. This Agreement shall be construed in accordance with the laws of the State of ^{Illinois} ~~California~~ without regard to its application of choice of laws. Any claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in State of ^{Illinois} ~~California~~. The parties hereto agree to be bound by the award of such arbitration and judgment upon the award may be entered in any court having jurisdiction thereof. Nothing in the Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, or similar body having jurisdiction over the Performances or any element thereof. Wherever or whenever there is any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

INSURANCE

28. PRESENTER agrees to provide public and general liability insurance coverage, including without limitation, public and general liability automobile, liability, and comprehensive coverage, in an amount not less than \$5,000,000 per occurrence to protect against any claim for personal injury or property damage otherwise brought by or on behalf of any third party, person, firm, or corporation as a result of or in connection with the Performance(s). ~~The policy shall name PRODUCER and the PRODUCER's staff as additional insured.~~ See MAC rider #8

John Van Grinsven 
For the PRODUCER

20 Feb 2025
Date

Signed by:

~~49066CF0B03F425...~~
For the PRESENTER Ellen Roberts, VP Administrative Affairs
College of DuPage

3/4/2025
Date



| | | |
|------------|-------------|-------|
| PURCHASER: | VENUE/CITY: | DATE: |
| | | |

THE SHOWTIME GROUP PRESENTS



DIRECTED by JOHN VAN GRINSVEN

PRODUCED by SHOWTIME AUSTRALIA

INTERNATIONAL REPRESENTATION
Showtime Management USA Pty Ltd. (US)

Mjhistoryshow.com #mjhistoryshow

TECHNICAL RIDER / VERSION: US 2025 (Updated September 2024)

The Showtime Group Head Office
33 The Close, Helensvale, Queensland, Australia 4212
Telephone: +61 755194 977 Web: showtime.net.au

Showtime Management USA Ltd.
1055 East Colorado Blvd, #722/5th Floor, Pasadena CA 91106 USA
Telephone: +1 714 209 8544 Web: showtime.net.au

**This is a tribute show and is not not associated with the Estate of Michael Jackson.*

A small, stylized handwritten signature or mark in the bottom right corner of the page.



This is the Technical Rider for **The Michael Jackson HIStory Show** and it constitutes an integral part of the contractual agreement between the PURCHASER and ARTIST. Any changes to the arrangements within must be pre-approved by the ARTIST; if unauthorized changes are made and extra costs result, the PURCHASER shall bear these costs in full. We look forward to working with you on a successful and enjoyable event.

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ARTIST'S CONTACTS

Please direct any questions, revisions and approvals pertaining to this rider to the ARTIST's key personnel listed below. Please CC all personnel to obtain the quickest response.

| | |
|-------------------------------------|--|
| Senior Tour Manager (TM) | Ben Hopper ben@showtime.net.au +44 7460 697 825 (WhatsApp) |
| Production Manager (PD) | Jack Hopper jack@showtime.net.au +1 313 787 9188 (cell) |
| Showtime Head Office Contact | Kristy Mathews (not touring) +61 755 194 977 (office) kristy@showtime.net.au |
| US Booking Agent | Christine Barkley, Creative Booking Agency +1 917 450 6112 (cell) or +1 212 758 8064 (office) cbarkley@creativebookingagency.com |



TOURING PARTY

1 x Producer / Artist Manager
 1 x Tour Manager (TM)
 1 x Audio Operator
 1 x Lighting Operator
 1 x Stage Manager
 1 x Star Vocalist/Performer
 4 x Musicians
 1 x Backing Vocalist
 4 x Dancers
 1 x Driver
16 TOTAL TOURING PARTY

LOCAL CREW

The show is operated entirely by ARTIST's touring crew. PURCHASER should supply the following *minimum* local crew. If venue or union policy dictates that extra crew must be used, advance notice is requested. Please provide detailed labor estimate to ARTIST before crew call is finalized; our aim is always to work with the venue to eliminate any unnecessary labor costs.

For Set-Up & Strike
 1 x Technical Director
 1 x Head Stage*
 1 x Head Audio*
 1 x Head Lighting*
 1 x Electrician^
 1 x Fly Operator
 1 x Fly Loader
 1 x Up and Down Rigger>

For Performance
 Heads of department as appropriate
 1 x Follow spot Operator

* Must participate in set-up. If only supervising, then please add an additional crewmember to supplement.

^ Only if required for electrical tie-in.

>Substitute for the Fly Operator and Fly Loader ONLY if truss & motor rigging option is to be used.

SCHEDULE

ARTIST will provide a detailed production schedule to PURCHASER's Technical Director ahead of arrival. This is our typical schedule on show day. If there are any modifications required for your venue our TM will confirm these in advance. This includes show start time as per venue.

1.30pm Production vehicle arrival, lunch served (if provided)
 2.00pm-5.00pm Load-in, set-up stage, set-up merch area, set-up dressing rooms & greenroom.
 5.00pm-5.30pm Sound check as required
 5.30pm – 6.30pm Dinner served.
 7pm Merch sales available, house music on.
 7.30pm House doors open.
 8pm-8.50pm PERFORMANCE – Set 1 (50 minutes)
 8.50-9.10pm Intermission (20 minutes). Merch sales available.
 9.10pm-10.15pm PERFORMANCE – Set 2 and Encore (65 minutes)
 10.15pm Merchandise sales available
 10.20pm Load Out Commences. Meet and Greet Commences
 11.55pm Load-out complete and Artist departs venue.



| | |
|---------------------------------|---|
| Pre-Rig | Pre-rigs not required, unless requested by the ARTIST. |
| Arrival & Load In | Arrival and load in commences on show day, 6 hours prior to curtain. Artists participate in load. Expect 20 minutes, with local crew. |
| Set-Up & Sound Check | Set-up commences immediately after load in is complete. Selected artists participate in set-up. Expect 2/2.5 hours, with local crew. Sound check is set for 2.5/3 hours after load in. |
| Rehearsals | Not required unless expressly requested. |
| Meal Break | Meal break is set 2.5 hours prior to curtain. If ARTIST is required to vacate any part of the venue during the meal break, please advise. Duration 1 hour. |
| Merchandise Sales | Merchandise sales open 1 hour pre-show, during interval and post-show. No local staff needed. (To be confirmed during advance) |
| Show | Show call is 1 hour prior to performance. Local show-call crew must be the same for each performance (if there are multiple performances). |
| Meet & Greet | Commences 5 minutes after show finishes. Usual duration 15-30 minutes depending on audience size. No local staff needed. (To be confirmed during advance) |
| Strike | Strike takes place immediately after last performance. Artists participate in strike. Expect 1.5-2 hours, with local crew. If reinstalling house equipment, this must take place at earliest possible moment during strike. Please discuss options with ARTIST prior to show to ensure most efficient use of everyone's time. |

TRANSPORT

| | |
|-----------------------|---|
| Ground Freight | 1 x 26' trailer with built in ramp (unloads at ground level) plus vehicle |
| | 1 x 26' Box truck with tail lift |
| Team Travel | 2 x Vehicles |

ARTIST requires parking free of charge for all these vehicles. For the trailer, our preference is to leave it at the loading dock throughout performance if possible. PURCHASER to supply ARTIST with clear address and instructions for the loading dock ahead of arrival.

LOADING DOCK

Dimensions of stage access doors should be standard for 26' trailer. In the event that the loading dock is not ground level, PURCHASER shall provide all necessary equipment to unload trailer (ramp, forklift, extra manpower etc.).

STAGE SPECIFICATIONS & SET UP

Below are our preferred minimum stage dimensions. PURCHASER to supply full stage dimensions to ARTIST ahead of arrival.

| | |
|----------------------------|---|
| Width | 33' (10m) minimum, plus 4.5 yards wing space each stage left and stage right |
| Height | 26' (8m) minimum |
| Depth | 26' (8m) minimum |
| Stage Floor | The entire stage must be even and free of any imperfections. If the stage is comprised of risers, they must be fully secured and covered by marley. |
| Treads | At least one set of treads (stairs) should be supplied for access between stage and auditorium. No preference on location. |
| Masking & Drops | Back-drop curtain, big enough to cover stage. Star cloth preferred but not essential. PURCHASER to confirm masking layout with ARTIST. |



Rigging System

Lineset Option (preferred)

- 5 x counterweighted bars with round pipes, minimum. Load capacity must suit ARTIST's equipment (as per equipment lists herein).
- PURCHASER must supply a lineset schedule to ARTIST ahead of arrival.

OR

Truss and Motor Option

- 4 x box truss, minimum 39' (12m). Positions to be confirmed directly with TM ahead of arrival.
- 8 x 1-ton motors, with appropriate rigging
- NB: These box/truss quantities do not include provisions for black box masking.
- PURCHASER must confirm truss weights and layout prior to ARTIST's arrival.
- If this option is used, PURCHASER must supply an Up & Down Rigger (instead of Fly Operator and Fly Loader) at no charge to ARTIST.

Storage

PURCHASER must provide storage space for empty road cases in the backstage area. If this is not available, ARTIST can reload road cases into truck for storage providing the truck can remain on the loading dock at all times. The wing space, storage and backstage areas must be clean and free of any obstructions.

Power

PURCHASER must supply 100-amp camlock tie-in less than 66' (20m) yards from stage. If power is located more than 66' away from stage the PURCHASER must provide extra feeder cable so our distribution unit can reach the stage. This power utilized by ARTIST's Audio, LX and Vision departments.

Mix Positions

PURCHASER must supply Audio and Lighting mix positions, centered FOH, not more than 230' (70m) from stage. Prefer audio and lighting mix positions be together.

Quick Change

PURCHASER must supply two quick-change areas in the wings, one stage left and one stage right. Each space should be set up with table, dimmable lamp, fan, clothing rack and privacy screen.

BACKLINE EQUIPMENT

Supplied by ARTIST

Drum Kit

- 1 x 22" kick drum
- 1 x 8" tom
- 1 x 10" tom
- 1 x 12" tom
- 1 x 14" tom
- 1 x 16" tom
- 1 x 14" snare
- 2 x 18" crash cymbals
- 1 x 20" ride cymbal
- 1 x 18" china cymbal
- 1 x 13" high hat
- 1 x Double kick drum pedal
- 6 x Cymbal stands
- 1 x Hi-hat stand
- 1 x 3-sided drum rack with clamps
- 1 x drum stool

Piano

- 1 x Roland RD700 88-key weighted electric piano, with stand

Guitar

- 1 x Electric guitar, with stand
- 1 x Guitar amp
- 1 x Vox AC 30

Bass Guitar

- 1 x 5-string electric bass, with stand
- 1 x Bass amp
- 1 x Peavey USA head



| | |
|--------------------|---|
| | 1 x 8" quad box |
| | 1 x 10" twin |
| Synthesizer | 1 x Midi keyboard novation 61-key, with stand |
| Other | 1 x Saxophone, with stand |
| | 12 x Boom mic stands |
| | 4 x Straight mic stands |
| | 6 x Small boom mic stands |

AUDIO EQUIPMENT

Supplied by ARTIST

| | |
|----------------------|---|
| Control Units | 1 x Behringer x32 |
| | 1 x Behringer x32 core |
| | 1 x Behringer s32 stage box |
| | 1 x Stage sonic dual router |
| PA | 6 x DB Tech T12 |
| | 2 x Double 18" Sub |
| | 2x 12' Horn Front Fill |
| Microphones | 6 x Shure Beta 58a |
| | 3 x Shure Beta 58a wireless |
| | Touring all microphones necessary |
| | Radio frequency information TBC |
| Monitors | 4 x Shure 1000 in-ear monitors |
| | 2 x Yamaha Double 15' horn |
| Cabling | All necessary cabling for equipment supplied by ARTIST |
| Power | 1 x 400-amp camlock distribution unit, with tails and maximum 66' (20m) of feeder cable. This unit shared by ARTIST's Audio, LX and Vision departments. |

Supplied by PURCHASER

| | |
|-------------------------|---|
| Clear-Com System | 1 x at Stage Manager's Booth |
| | 1 x at Audio Mix (only if separate position to lighting mix) |
| | 1 x at Lighting Mix |
| | 1 x at Follow spot |
| | 1 x on-stage wireless |
| | Must all be professional quality with no noise/shifting channel devices. Operation and batteries checked before ARTIST's arrival. |

LIGHTING EQUIPMENT

Supplied by ARTIST

| | |
|----------------------|--|
| Control Units | 2 x DMX universes (360'/110m) cable run from stage to LX mix position) |
| | 2 x Chauvet 4-Channel DMX splitter |
| | 1 x Grand MA2 lighting desk (Can use In house MA2/ MA3 in mode 2 if available) |
| Moving Lights | 24 x 330w LED moving profiles |
| | (Can substitute or supplement touring LX with in-house LX rig if suitable) |
| Static Lights | 8 x LED RGBW par cans |
| | 4 x LED RGB strobe panels |
| | 1 x Atomic 3000 strobe light |
| | 2 x LED 200w molefay blinders |
| | 2x Stairs with 6 Par cans inset (2 Edison dimmer channels required) |



Cabling All necessary cabling for ARTIST's equipment

Supplied by PURCHASER

Control Units All necessary dimmers for lighting supplied by PURCHASER
House light control at FOH mixing position

Static Lights 10 x Wide-angle and focusable profiles from FOH for sufficient open white-wash
upstage and downstage, minimum
1 x Special, centered
4 x Specials, for band
1 x 1000w Robert Juliet follow spot or similar

Cabling 2 x 10-amp Edison cables for stair lights, with patch to dimmers
DMX cables to patch into house dimmers at FOH

VISION & EFFECTS

Supplied by ARTIST

Control Units 1 x Linsn video processor
1 x Apple Macbook Pro
1 x Mode 2 audio interface 828x

Screens 48 x LED panels, 2.1'x2.1' (640x640mm)

Effects 1 x Ultratec Radiance Hazer
1 x Blower
1 x Smoke Machine Geezer

Cabling All necessary cabling for ARTIST's equipment

Accessories 12 x Flying brackets for LED screen
All rigging for LED screen

Supplied by PURCHASER

Control Units 1 x Extra hazer and hazer fan for venues over 1500 capacity

PROPS & SCENERY

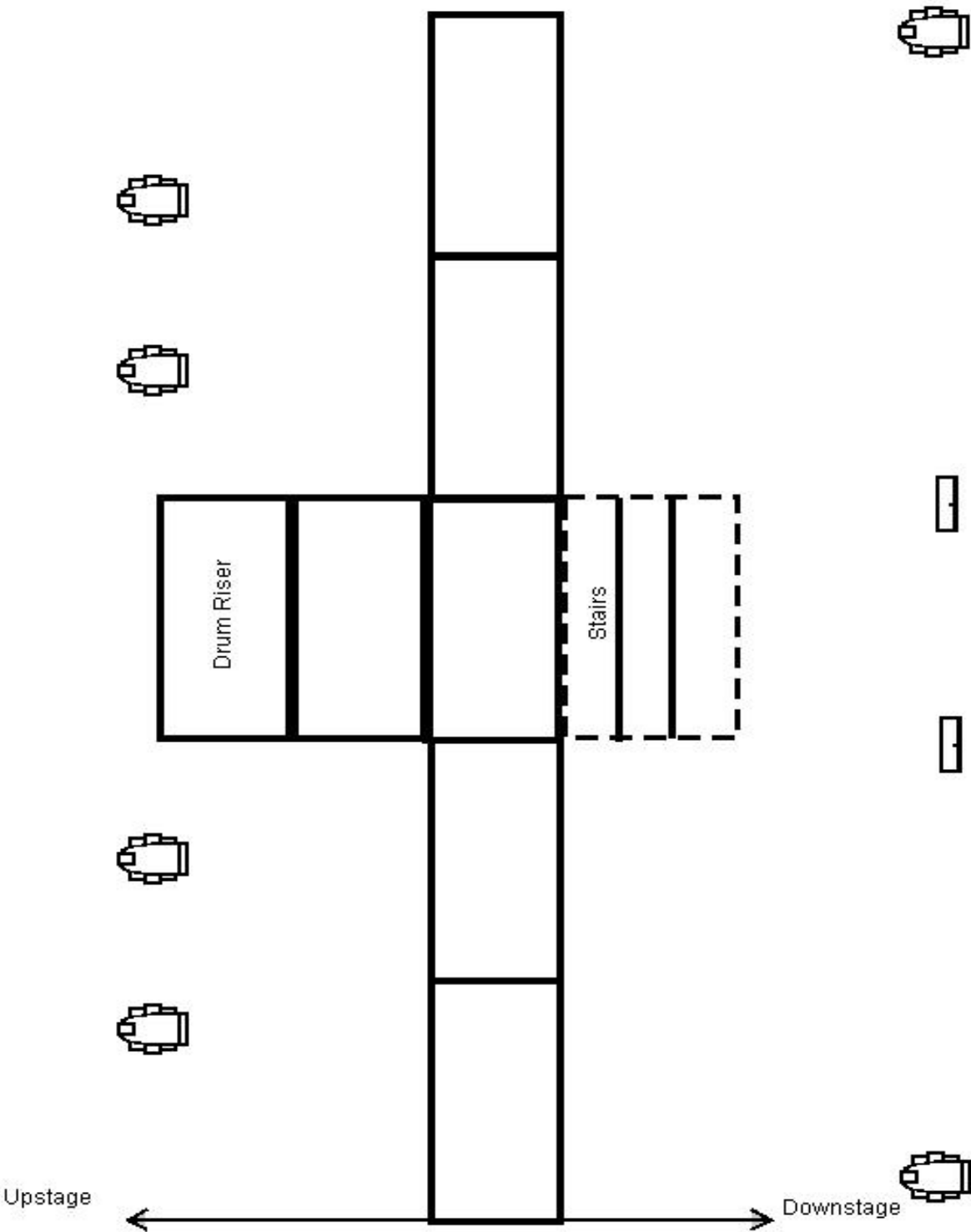
Supplied by ARTIST

8 x 8'w x 4'd x 3'h stage risers
2 x side stage access treads
2 x staircases with inset par cans (see Lighting)



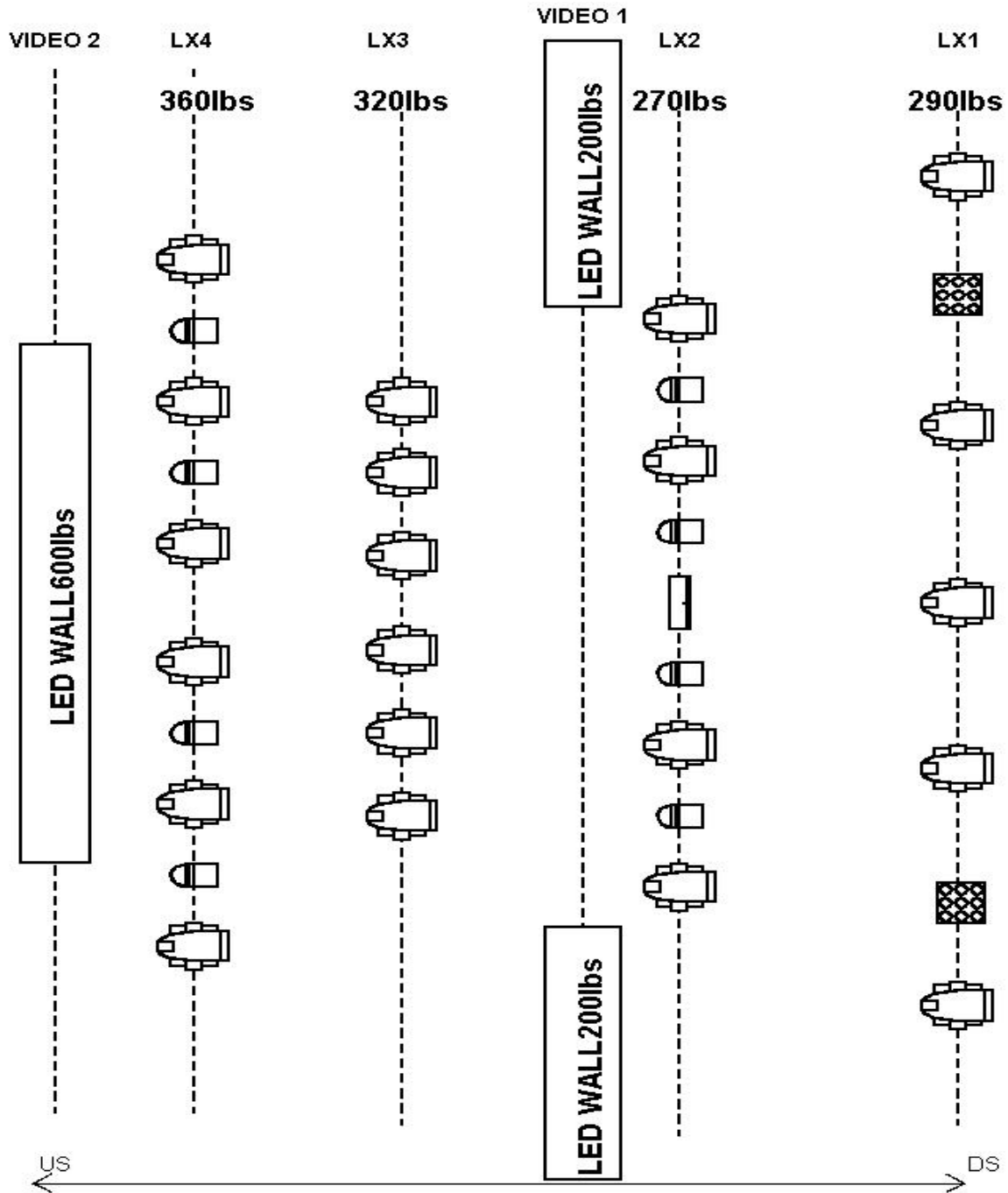
PLOTS

Stage Plot





Aerial Plot





SET LIST

Set list is subject to change by ARTIST.

Set 1

1. The Drill
2. Wanna Be Startin' Somethin'
3. They Don't Care About Us/In The Closet
4. Human Nature
5. Smooth Criminal
6. Earth Song
7. Man In The Mirror
8. I Want You Back/ABC
9. Blame It On The Boogie
10. The Way You Make Me Feel
11. Black or White

Set 2

1. Dangerous
2. Rock With You/Off The Wall/Don't Stop Til' You Get Enough
3. Remember The Time
4. Can't Stop Loving You/She's Out Of My Life
5. Billie Jean
6. Beat it
7. Bad
8. We Are The World
9. Heal The World
10. Thriller

SHOW LENGTH

| | |
|-----------------------|-------------|
| First Act | 50 minutes |
| Intermission | 20 minutes |
| Second Act | 65 minutes |
| TOTAL DURATION | 135 minutes |

Artist can deliver show without intermission upon request. Please advise during advance.

FOH Instructions

Latecomers & Lock-out Policy

Lock-out should be observed for the first song of each set; latecomers may be admitted appropriately between songs thereafter. Once clearance is given, the lock-out policy is strict to maintain the theatrical lighting aspects. We would rather hold the show start by 5 minutes and have everyone seated.

Please **DO NOT** open auditorium doors until the house lights are on at the end of each act. FOH team must be briefed on this.

Audience Interaction & Participation

During the performance, performers enter the auditorium on several occasions. In the second act 1 member of the audience is brought on stage during the song "She's Out of My Life".

MERCHANDISE

Please allocate a suitable space in a high-traffic area of your venue lobby. The merchandise stand is set-up by the TM 1.5 hours prior to curtain and sales are open 1 hour prior to curtain, during intermission and immediately following the show. ARTIST supplies seller and float - no local staff is required.

Any applicable commissions/fees are to be advised and agreed in advance, per Performance Contract.

Supplied by PURCHASER

- 3 x Tables with cloths
- 1 x Large display board, or 2 small display boards
- Access to power



MEET & GREET

If a sponsor or VIP Meet and Greet has been allocated to you in your contract, this is to run in an organised manner and at a mutually agreed time, to be confirmed during show advance.

Our public Meet & Greets (to be confirmed during show advance) normally take place immediately following each show giving opportunity for patrons to meet our star and get photos and autographs. The M&G area and equipment should be set up by PURCHASER's FOH staff straight after intermission. Location should be next to our merchandise stand, or another high-traffic area of the venue lobby. TM manages the M&G activity so no local staff is required.

Supplied by PURCHASER

- 1 x Table with cloth, ideally set up next to merchandise stand
- 8 x Queuing stanchions or rope bollards, or similar
- 1 x Glass of iced water with straw
- Napkins

DRESSING ROOMS & GREEN ROOM

Dressing rooms must be clean, well-lit and equipped with individually controlled air-conditioning, power sockets, toilets, showers, sinks, mirrors, make-up tables and lighting, seating, 4 costume racks with hangers, 4 electric fans, 2x garment steamers, trashcans, towels, toilet paper, tissues, soap, wi-fi internet access and lockable doors. Dressing rooms should be unlocked on arrival for quick access and keys should be given to TM.

Supplied by PURCHASER

- 1 x Star dressing room, for 1 artist
- 4 x Standard dressing rooms minimum, for 8 artists
- 1 x Large dressing room or production office, for TM
- 1 x Large green room, with seating for 16 and coffee/dining tables

HOSPITALITY & CATERING

Where the contract calls for catering to be supplied by PURCHASER, the following is our request for the entire touring party. The team generally likes to eat healthily. Please confirm menu with TM at least 7 days prior to arrival.

Catering buyout offers considered.

IMPORTANT: Please confirm up to date Dietary requirements and Allergy restrictions during Advance

Light Snacks

- 60 x bottles of still and sparkling water, room temperature and cold options
- Tea, coffee, milk, sugar and hot water
- Juices (orange, pineapple)
- Soft drinks (Coca Cola, Red Bull and a sugar-free option)
- ~~Some beer and or wine is appreciated, where available~~ No alcohol per MACrider #23
- Fruit and/or vegetables
- Muesli bars or protein bars
- Crackers or chips with dips
- Sweets, assorted
- Napkins
- Ice, ice bucket & clean glasses
- Access to a fridge
- *To be ready in greenroom on ARTIST's arrival and remain available throughout the day*

Dinner/Main Meals

- At least two main meal options, at least one hot, and at least one vegetarian and one meat
- At least one salad, with dressing on side
- Vegetarian soup option, not tomato soup
- Bread and butter
- Salt, pepper, sauces and other condiments
- Dessert option
- *Served 2.5 hours before curtain at a location on-site, within walking distance of venue*



ACCOMMODATION

Where the contract calls for accommodation to be supplied by PURCHASER, the minimum standard is 4-star hotel with daily breakfast, heating/cooling, wi-fi internet and on-site parking included. In-room kitchenette and fridge are preferred inclusions but not essential. Space for parking our trailer & truck at or near the accommodation would be ideal if possible. Hotel bookings must be confirmed with TM no later than 30 days prior to Performance.

| | |
|---------------------------|---|
| Room Configuration | <p>6 x King Rooms (one King bed per room)</p> <ol style="list-style-type: none"> 1. Garth Field 2. Ben Hopper 3. Jack Hopper 4. Travis & Shanice Johnston 5. Richard Baker 6. James Childs <p>5 x Double Rooms (two beds per room)</p> <ol style="list-style-type: none"> 1. Lee Middleton & [Contingency] 2. Zamagambu Memela & Ayanda Mpama 3. Thembelihle Ndimande & Mfundo Mbuli 4. Tevin Weiner & Aimsley Fortuin 5. Brandon Vraagom & Yakin Pillay |
|---------------------------|---|

In cases where the stay exceeds 7 days, group accommodation such as apartments or houses are preferred instead of hotels. Discuss with TM where applicable.

ADDITIONAL RESPONSIBILITIES OF THE PURCHASER

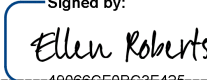
| | |
|---------------------------|--|
| Building Access | If security passes, swipe cards or keys are required for access to any backstage areas, at least 6x sets must be provided to ARTIST upon arrival. |
| Stage Access | ARTIST requests that all non-essential staff be removed from the stage and side-stage areas during performance to allow our cast space and privacy for quick transitions during performance. |
| Translator | In the case where the spoken language of the local staff is not English, at least 2x translators <i>who must be familiar with technical terms</i> should be present for the entire duration that ARTIST is on site – one translator to be located on stage and one available to the TM at all times. |
| Wardrobe | ARTIST requires the exclusive use of 1x garment steamer, 2x industrial washing machines, 1x industrial dryer and 3x industrial fans for drying costumes. |
| Production Office | ARTIST requires the use of a production office or large dressing room located backstage and equipped with wi-fi internet access, desk and lockable door. We will be storing and sorting merchandise here so there must be ample spare space in the room. |
| Hours of Operation | PURCHASER must inform ARTIST of the venue's hours of operation and of all rules and regulations specific to the theatre personnel, including any union regulations, at least 60 days before ARTIST's arrival. |
| Security | Backstage and stage access should be secure and monitored at all times at no charge to ARTIST. PURCHASER will be responsible for any loss, damage or theft, which may occur. PURCHASER must apply all security rules in order to ensure a safe working environment to ARTIST's cast and crew. |
| Maintenance | Venue building, facilities, fixtures and equipment should all be serviced and maintained to appropriate health and safety standards and cleaned prior to ARTIST's arrival. Stage to be cleaned and maintained daily. Dressing rooms and bathrooms cleaned on request. Please do not mop stage floor with soap. |



Temperature Backstage areas must be air-conditioned to 21-22°C (70-72°F). Individually controlled air-conditioning in each room is preferred. Auditorium should also be temperature controlled.

Medical Services Must provide access to standard first aid equipment, plus oxygen in areas of high altitude. A contact list of the following services and specialists is also appreciated: emergency services, ambulance, physician, dentist, chiropractor, osteopath, physiotherapist, nearest medical center. Please brief TM on these items, and any other policies regarding emergencies, on arrival.

APPROVED by PURCHASER

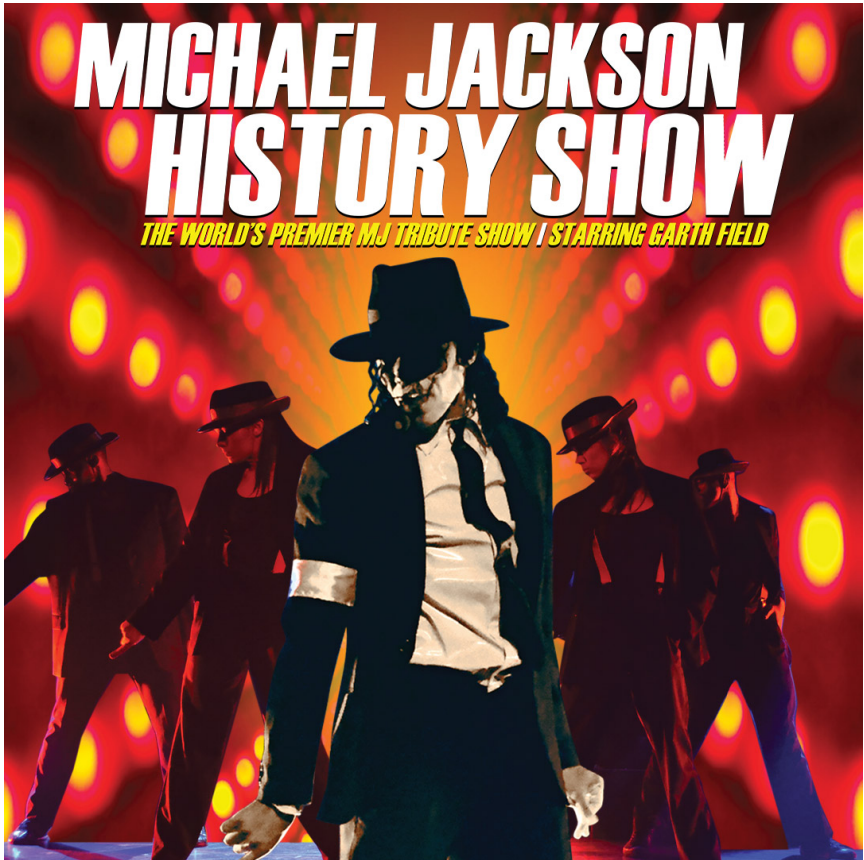
| | | |
|---------------|----------|---|
| Ellen Roberts | 3/4/2025 | <div>Signed by:  49066CF0BC3F425...</div> |
| Name | Date | Sign |

APPROVED by ARTIST

| | | |
|-------------------|-------------|--|
| John Van Grinsven | 20 Feb 2025 |  |
| Name | Date | Sign |

| | | |
|------------|-------------|-------|
| PURCHASER: | VENUE/CITY: | DATE: |
| | | |

THE SHOWTIME GROUP PRESENTS



Directed by John Van Grinsven | Produced by Showtime Australia
mjhistoryshow.com

| | |
|--|---|
| MARKETING GUIDELINES / VERSION: US 2025 (Updated Sep 2024) | |
| The Showtime Group Head Office 33 The Close, Helensvale, Queensland, Australia 4212 Telephone: +61 755194 977 Web: showtime.net.au | Showtime Management USA Ltd. 1055 East Colorado Blvd, #722/5 th Floor, Pasadena CA 91106 USA Telephone: +1 714 209 8544 Web: showtime.net.au |

1



These are the Marketing Guidelines for **The Michael Jackson HIStory Show** (MJHS) and they constitute an integral part of the contractual agreement between the PURCHASER and ARTIST. Any changes to the arrangements within must be pre-approved by the ARTIST. If you need further guidance or more materials please let us know, we are happy to help in any way. We look forward to working with you on a successful and enjoyable event.

ARTIST'S CONTACTS

Please direct any questions, revisions and approvals pertaining to this rider to the ARTIST's key personnel listed below. Please CC all personnel to obtain the quickest response.

| | |
|---|--|
| Showtime COO & Marketing Mgr | Kristy Mathews (not touring) +61 755 194 977 (office) kristy@showtime.net.au |
| Senior Tour Manager (TM) (for interviews) | Ben Hopper ben@showtime.net.au +44 7460 697 825 (WhatsApp) |
| Production Manager (PD) (for interviews) | Jack Hopper jack@showtime.net.au +1 313 787 9188 (cell) |
| US Booking Agent | Christine Barkley, Creative Booking Agency +1 917 450 6112 (cell) or +1 212 758 8064 (office) cbarkley@creativebookingagency.com |

BILLING

MAIN TITLE: The Michael Jackson HIStory Show

SUBTITLE (where possible): Starring Garth Field

RECOMMENDED DISCLAIMER: **This is a tribute show and is not associated with the Estate of Michael Jackson*

STRICTLY UNACCEPTABLE: Michael Jackson Show, Michael Jackson Tribute (or any other similar inaccuracies)

The easiest way to ensure you are compliant with these guidelines is by using the pre-approved logos, images and texts provided by us. If you are unclear on any instructions, please let us know and we will happily assist you personally.

The Performance should have top billing unless otherwise arranged with the ARTIST in advance. Please pay particular note to the spelling of our star's name – it is Garth Field, not Fields.

WEB & SOCIAL MEDIA

Below is our official web and social media information. Under no circumstance is PURCHASER to create any new social media accounts to replace, rival or oppose TGLOA's existing official accounts.

Show Website: mjhistoryshow.com
Facebook: facebook.com/michaeljacksonhistoryshow
Instagram: mjhistoryshow
Hashtag: #mjhistoryshow
ARTIST Website: showtime.net.au
US Agent Website: creativebookingagency.com/

ARTIST will add your event to the MJHS website and create a Facebook Event which you can co-host. We are also happy to support your event with unpaid promotional posts (subject to availability). We heartily encourage you to promote the Production via your own social media, however *ARTIST must pre-approve all posts and/or captions prior to use.*



EPK

You have been supplied with access to a link where you can access the following items:

- Show synopsis
- Biography for Garth Field
- Captions for social media & eDMs
- Media quotes/reviews
- Hi-res photos
- Logos for ARTIST and booking agent
- Promotional images in a variety of sizes
- Poster artwork (high resolution, editable in Photoshop)
- Radio commercial music bed and script (30 seconds)
- Promotional videos/TVCs in various lengths and orientations
- List of social media and web links
- A copy of these Marketing Guidelines

All items are supplied in untagged formats. You may add your venue-specific tag/details where required but *no other edits or substitutions are allowed*. Please do not use old promotional materials from previous tours or materials you have obtained from the Internet without express permission from the ARTIST. For additional customized materials please contact ARTIST.

LOGOS

The MJHS logo should be used in a prominent position on all visual materials.



The Showtime and Creative Booking Agency logos have also been supplied. These should be included on all visual promotions, preferably bottom right corner of image.



No substitutions or alterations should be made to any of these logos including no changes to proportions or color.

ARTWORK

The EPK contains a set of pre-made promotional images in a variety of common sizes, but we've also provided a high-resolution, layered/editable PSD version of our artwork so you can add your own venue/date tag or create images to suit your own specifications. Very important: All edits and customizations must be emailed to the Marketing Manager for approval. When making edits, please do not stretch, warp or distort any of the elements of the artwork.

Note, ARTIST does not supply print materials.



FONTS

The following are the key fonts used in our visual promotions. This is a standard font, widely available in Microsoft Office and Adobe applications, however the font files have also been supplied in the EPK if you need to download them. You may use other fonts to 'tag' your images with venue-specific details but no changes should be made to the font of the text elements supplied in the base artwork.

Haettenschweiler (regular)

HAETTENSCHWEILER (regular)

PHOTOS

A selection of high-resolution press and performance photos are supplied in the EPK. PURCHASER should only use these approved photos and should not use any other photos or images, including images provided for previous tours and images pulled from the Internet. When new images become available for use, these will be added to the EPK Online Link and you will be notified. All image copyrights are held by Showtime Australia unless otherwise watermarked, in which case we have license for promotional use from the rights owner.

TEXTS

A generic show synopsis, media release and biography for Garth Field are supplied in the EPK in English language. Please do not use other texts from the Internet without prior approval. Translations are allowed where applicable.

PROGRAMS & PLAYBILLS

If the PURCHASER wishes to print, distribute or sell their own program or playbill please approach the Marketing Manager for a discussion in advance.

PUBLIC RELATIONS

MJHS's star Garth Field, Producer Johnny Van Grinsven and selected other cast members are available on request for media interviews and appointments. **All media requests are to be submitted to the Marketing Manager in the first instance at kristy@showtime.net.au.**

Ahead of tour commencement only phoners, video (Zoom etc.) and email questionnaires are available due to our team's busy travel schedule, but there is potential for Garth to do face-to-face or in-studio interviews and television appearances once he is on site in the US. Availability is dependent upon touring schedule, please submit a request.

Garth speaks English and Afrikaans. He takes requests to sing *only in advance* – absolutely no surprise or impromptu performance requests will be allowed. For pre-arranged media performances there are options for a solo performance or accompanied by dancers for television, and backing tracks are available for the music accompaniment. Garth will be chaperoned to all media appointments by our Tour Manager.

Under no circumstances should Garth's private contact details, including his email address, be shared with media or unauthorized personnel.



PHOTOGRAPHERS & REVIEWERS

The ARTIST should be advised in advance of any media attendance at performances. Authorized reviewers should be furnished with the media release, high-resolution press photos and social media information ahead of attendance. We request a PDF tearsheet of the feature when published for our archives. Authorized photographers should check-in with Tour Manager on arrival at the venue and are asked to agree in advance to the following stipulations:

Media passes do not grant access backstage. Authorization is for auditorium only.
 Photography must be limited to first three songs of the first act.
 Photographers must limit their time in walkways and shared spaces (aisles, pit etc.)
 Flash may NOT be used.
 Photographers are asked to share a selection of high-quality shots with the ARTIST for the ARTIST's limited promotional use (mainly social media). High-resolution JPG files should be WeTransferred to kristy@showtime.net.au within 7 days of event, along with photographers preferred copyright credit and social media information please.

MEET & GREET

The ARTIST conducts a Meet & Greet (M&G) opportunity for audience members to meet with our star immediately following every performance. This is held in the lobby and managed by our Tour Manager. Patrons may have their merchandise signed or photographs taken (with their own phone/camera) at no charge.

VIP Meet & Greet opportunities may also be available on request (e.g. for prize winners or premium ticket holders), or if already arranged in your performance contract. Please discuss with the Marketing Manager.

MERCHANDISE

The ARTIST may sell a selection of standard merchandise at your performance, including programs, t-shirts and CDs. A full list of items and prices are available from the Tour Manager on show day. We accept cash and EFTPOS. Our Tour Manager manages the entire sales and set-up process. The sales terms, and any venue commissions for merchandise, are as per the performance contract.

APPROVED by PURCHASER

Ellen Roberts

3/4/2025

Signed by:

 49000CF0BC3F425...

Name

Date

Sign

APPROVED by ARTIST

John Van Grinsven

20 Feb 2025


 Sign

Name

Date

Sign

McAninch Arts Center at College of DuPage
CONTRACT / AGREEMENT RIDER

This Rider, dated **Monday December 16, 2024**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Showtime Management USA LTD** (herein known as ARTIST).

Relationship / Provisions

1. It is acknowledged that the relationship between the parties is that of independent contractors and in no event will the relationship between the parties hereto be interpreted or construed to be that of employer/employee or of principal/agent.
2. The provisions of the contract and riders that incorporate the Constitution, By-laws, Rules and Regulations of the American Federation of Musicians of the United States and Canada and any local thereof, including but not limited to adjudication of claims, controversy or differences involving services under this contract shall not be binding on the PURCHASER.
3. If someone signs this contract other than the ARTIST, the person signing for the ARTIST expressly warrants that he/she is authorized by the ARTIST to execute this contract for the ARTIST for this engagement at the time and place specified for this contract.
- 4a. This rider when attached to the contract/ agreement and agreed to by both parties becomes a binding addendum to the performance agreement.
- 4b. Contract confidentiality will be honored to fullest extent of the law possible taking into consideration FOIA rights and regulations of government institutions.
- 4c. In the event of a conflict of terms, those stipulations stated in this Rider (Contract Rider of the McAninch Arts Center at the College of DuPage) shall take precedence over and shall prevail over any printed, typed, or handwritten terms located elsewhere in the contract. It is understood that this agreement supersedes any Artist requirement in conflict with College of DuPage Policy.

Payment

5. Payment will be in the form of a College of DuPage check or ACH Payment.
6. Signed contracts and all attached riders must be returned to College of DuPage at least three (3) weeks prior to performance date to insure issuance of check by time of performance.
7. Due to the fact that PURCHASER is part of a Community College, deposits to ARTIST shall not exceed 25% of total fee, unless agreed upon in writing by both parties.

Insurance / Indemnity / Force Majeure / Cancellation

8. It is understood that ARTIST is self-employed and carries at ARTIST's cost and expense any insurance coverage, such as, Workers' Compensation, medical, property, liability and auto relative to the services being performed. ARTIST will provide PURCHASER with **Certificate of Insurance as soon as possible, naming College of DuPage as Certificate Holder, and including an Endorsement Page**. The Certificate of Insurance must provide evidence of liability coverage for CLIENT in amounts not less than \$1,000,000.00 combined single limit for bodily injury and property damage, with a \$2,000,000.00 general aggregate. ARTIST cannot perform without this Certificate of Insurance.
9. Neither party shall be liable for any failure or delay in performance of its obligations under this agreement if Performance becomes impossible or impracticable and is not within a party's control due to Act of God or "act of government" – any act or regulation on public spaces, of any public authority or bureau, civil tumult, strike, epidemic, interruption or travel bans, delay of transportation services, war conditions, emergencies, where an order by a government or a government agency in a country or state has prevented performance or invoked capacity restrictions on gatherings and businesses are imposed. The parties acknowledge and agree that the occurrence of Pandemic, including but not limited to COVID19, the H1N1 virus, or swine flu in an area in close proximity to the performance venue in and of itself is not deemed a Force Majeure Occurrence, unless the state or local government, or US Department of Health and Human Services declares an outbreak of the virus in the area in which the performance is scheduled to take place. Any other similar or dissimilar cause beyond the control of either Artist or Purchaser (each a "Force Majeure Occurrence") it is understood and agreed by the parties that there shall be no claim for damages by either party against the other and each party's obligations hereunder shall be deemed waived. Any deposit monies paid to Artist by Purchaser shall be refunded to Purchaser, or both parties will make every effort to reschedule the date within 18 months of the scheduled date. Presenter will serve notice to the agency of the artists, or agent of the artist will serve notice to the presenter "as soon as possible". The Parties also acknowledge that this Force Majeure clause hereby supersedes and replaces in its entirety the Force Majeure clause(s) in any contract or rider for this engagement heretofore all other terms of the existing contract remain in full force and effect.
10. If for any reason, except due to an Act of God, this contract is cancelled by the ARTIST beyond the cancellation clause contained herein, then the ARTIST agrees to refund any and all deposits less purchased plane tickets. The ARTIST will make every effort to reschedule the engagement at original agreed terms and fees.

Choice of Law and Forum

11. The laws of the State of Illinois shall govern this agreement. The signatory of PURCHASER, in signing this contract and/or rider(s), warrants that he/she signs as a properly authorized representative of the institution and does not assume any personal liability for meeting the terms of the contract and/or rider(s).

Tech / Hospitality Rider

12. The ARTIST or ARTIST's representative will provide in writing to the PURCHASER a technical rider mutually agreed upon and attached to this contract/ agreement. It will include all technical requirements (sound, lighting, power, rigging, etc.) Any changes to this rider after signing must be mutually agreed upon and received by PURCHASER at least four (4) weeks prior to the engagement.
13. The PURCHASER must receive notification regarding changes to hospitality rider and travel itinerary and transportation details one (1) week prior to engagement to ensure PURCHASER can meet the ARTIST's needs.
14. The MAXIMUM sound pressure level (SPL) at the FOH mix position shall be 103 dB, C weighted. THIS IS STRICTLY ENFORCED.



Ticketing

15. The PURCHASER will provide ARTIST with ticket receipts and access to the box office only in the event of a negotiated ARTIST/PURCHASER box office receipt split. In the event of an inclusive fee agreement PURCHASER will not provide any of the aforementioned manifests or access but will provide at their discretion box office reports when requested by ARTIST.

16. Ticket policy, prices, fees, discounts, and the issuance of complimentary tickets shall be at the sole discretion of the PURCHASER.

17. The PURCHASER will provide ARTIST with 10 complimentary tickets for public performance in good locations to be determined by the PURCHASER. ARTIST must confirm or claim complimentary tickets one hour and thirty minutes prior to performance time or forfeit tickets back to PURCHASER for sale.

License / Permits

18. ARTIST agrees that all materials (i.e., music, literature, play scripts, poetry, lecture, comedy, etc.) to be performed at the College of DuPage are his/her/their own original work or works for which he/she/they have received written permission from the author to perform.

19. PURCHASER has a license agreement with BMI, ASCAP, GMR, and SESAC. ARTIST agrees to pay any and all other royalties (above and beyond the BMI, ASCAP, GMR, and SESAC blanket coverage of PURCHASER), if required, to be paid on copyrighted material, performance right fees, and/or music rental, if any, to insure that PURCHASER is held free from all such liabilities connected with the performance(s).

20. PURCHASER confirms that it is the sole responsible authority for the venue.

21. ARTIST further agrees to indemnify, defend and hold harmless PURCHASER, its trustees, employees, faculty, students and agents from and against any and all claims, actions, damages, liabilities and expenses in connection with any law suit or other legal action asserting that ARTIST's use of materials in any performance at or sanctioned by the College of DuPage was improper, illegal or violative of any copyright or trademark. This indemnity and hold harmless shall include indemnity against all costs, expenses, and liabilities, including attorney's fees, incurred by PURCHASER in connection with any claim or action hereunder.

Tobacco / Alcohol / Drug Clause

22. College of DuPage is a tobacco-free campus. Use of tobacco and tobacco-related products is prohibited on all College premises.

23. College of DuPage policy prohibits providing alcohol to any ARTIST(s) or ARTIST's staff, and prohibits the possession and consumption of alcohol, narcotics or drugs by ARTIST(s) or ARTIST's staff on campus.

24. If the ARTIST arrives at the performance site noticeably under the influence of intoxicating beverages, narcotics or drugs, the PURCHASER may cancel this contract with no liability on the part of the PURCHASER.

Sponsorship

25. PURCHASER may secure sponsorship for this event. ARTIST sponsorship and recognition of sponsorship is subject to approval by PURCHASER.

Merchandising / Concessions

26. The ARTIST may have the right to sell recordings, photographs, and other souvenir items prior to the performance, during intermission(s), and after the performance upon approval and arrangement of the PURCHASER. Souvenir sales are to be located at a site, within the performance hall, at the discretion of PURCHASER. Souvenir sales cannot interfere with ticket sales, other concession sales, or with the normal (or emergency) traffic patterns of the audience.

26a. All book sales must be conducted in partnership with the College of DuPage Bookstore. A representative from the Bookstore will be on site to sell books for the duration of event. ARTIST shall receive no commission for any book sales.

Marketing / Public Relations / Programs

27. ARTIST agrees to furnish PURCHASER with requested marketing and public relations materials upon the execution of contract/ agreement, including but not limited to

- a. High resolution (300 dpi or higher) electronic photos
- b. Press kit including bio, reviews, photos
- c. No fewer than two (2) sound files for music samples on the PURCHASER's web-site.

28. Unless otherwise agreed upon, the PURCHASER will provide a program for this event. All materials for program must be received by PURCHASER's Marketing Department five (5) weeks prior to scheduled performance date.

29. If arranged for by PURCHASER, ARTIST agrees to make an appearance at a donor/ sponsor reception immediately following the concert in a reception room located adjacent to backstage area.


Performance Radius

30. Artist will not perform at other venues within 35-mile radius of McAninch Arts Center, 90 days (3 months) prior to and after performance.

COLLEGE OF DuPAGE
McAninch Arts Center


ARTIST / ARTIST'S REPRESENTATIVE

By: 
Diana Martinez
Director, McAninch Arts Center

By: 
Artist
or Artist Representative

Date: _____

Date: 20 Feb 2025

Signed by:
By: 
40066CF0BC3F425...
Ellen Roberts, VP Administrative Affairs
College of DuPage

Date: 3/4/2025

McAninch Arts Center
Contact Information

| | |
|-------------------------------------|--|
| Director - Diana Martinez | 630-942-3007, martinezd59@cod.edu |
| Contracts/ Payment – Cassi Fanelli | 630-942-3009, fanellc379@cod.edu |
| Box Office - Julie Elges | 630-942-3017, elgesj@cod.edu |
| Production Advance – Joe Hopper | 630-942-2913, hopper@cod.edu |
| Marketing/Edu Coord – Janey Sarther | 630-942-4525, sarther@cod.edu |
| Fax | 630-942-3002 |
| Ticket Office | 630-942-4000 |
| Web Site | AtTheMAC.org |