

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1448625
Vendor Name: Concord Theatricals Corp
Invoice Number: P0003328
Invoice Date: 5/31/2022
PO Number: P0003328
Check Number: E0090047
Check Amount: \$ 2,854.00
Check Date: 06/15/2022
Voucher Number: V0740944
Document Type: AP Invoice

Document Below

CONCORD THEATRICALS

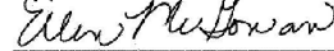
MUSICAL AGREEMENT

CT Rep: Teresa Castro
Request #: 461750
Acct #: 101-009-1830128

P0003328

05/31/2022

Approved Ellen McGowan



Dear Benjamin,

Thank you for your interest in producing a Concord Theatricals musical!

Please note, this agreement is *not* a license to perform until Concord Theatricals countersigns the contract and receives payment as specified herein. Fees must be fully paid, processed, and acknowledged in accordance with the terms of this Agreement before you may audition, cast, rehearse, advertise, publicize or perform. If payment has not been received within **ninety (90) days** of the date of this agreement, this agreement shall be cancelled. If you have any questions, please contact our licensing department at (866) 979-0447.

Please read the following document carefully as it explains the necessary procedures for production of this Concord Theatricals musical. The following is included:

1. Performance Agreement & Fees
2. Rental Material Information
3. Terms and Conditions
4. Concord Theatricals Licensing Checklist

If you decide that you do not want to go forward with your production, please notify your Licensing Representative immediately.

Once your payment is received, your production will be listed on the Concord Theatricals NOW PLAYING map. This online production locator is a popular tool for theatre lovers across the world and can be found at www.concordtheatricals.com/now-playing.

Please review the script fees and the rental package sections below to determine whether scripts (i.e. Acting Edition/libretto-vocal book) are included. If scripts are not included in either section, and you have not ordered scripts for this title previously, they must be purchased separately from www.concordtheatricals.com

Best wishes for a successful production!

Teresa Castro
Concord Theatricals Licensing Department
prof.musical@concordtheatricals.com



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PERFORMANCE AGREEMENT & FEES (EQUITY MUSICAL)

In order to protect both our authors' rights and our producers' interests Concord Theatricals has adopted a policy to void performance licenses that have not been signed and paid within ninety (90) days of the Effective Date. If payment of the Minimum Guarantee, as set forth in the Performance Agreement below, or any other outstanding unpaid invoice for performance licenses or materials has not been received within ninety (90) days of the Effective Date (or thirty (3) days prior to your first performance date, if earlier), this agreement shall be cancelled and your right to present the play will be withdrawn. On behalf of our authors, we thank you for your cooperation. If you have any questions please contact our licensing department at (866) 979-0447.

PERFORMANCE AGREEMENT

Dated as of **05/31/2022** (the "Effective Date")

This Performance Agreement ("Agreement") is entered into as of the Effective Date by and between Concord Theatricals Corp., 250 W. 57th Street, 6th Floor, New York, NY 10107-0102 ("Concord Theatricals") and **New Philharmonic** ("Licensee" or "you"):

Producing Organization Details:

[Customer #] **101-009-1830128**
[Address] **McAninch Arts Center 425 Fawell Blvd**
[City] **Glen Ellyn**
[State] **IL**
[ZIP] **60137**
[Country] **United States**
[Website]

Applicant / Contact:

[Contact] **Benjamin Nadel**
[Email] **ben.nadel9@gmail.com**
[Phone] **8472241509**

regarding Licensee's stock production of the following Musical (the "Property"):

"Rodgers & Hammerstein's South Pacific: In Concert"

By ("Author(s)"):

James A. Michener, Oscar Hammerstein II, David Ives, Joshua Logan, Richard Rodgers

Licensee shall present the Property in accordance with the following details:

Venue: **McAninch Arts Center at the College of DuPage**

425 Fawell Blvd.,

Glen Ellyn, IL, 60137

Total Number of Seats Per Performance: **800**

Expected Attendance Per Performance: **600**

Ticket Prices from: \$ 10 to \$ 69.

Performance Dates: **04/15/2023 – 04/16/2023** for a total of **2** performances.

Restrictions:

To seek the rights for an extension, please submit your request in writing to your Licensing Representative. Licensee **MUST** have extension dates approved by Concord Theatricals and all additional licensing fees paid in full prior to



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the first extension date. There is no guarantee of approval. Approved extensions will be licensed in accordance with the financial terms of this Agreement.

The total period during which Licensee is authorized to present its production, including the Performance Dates given above, any approved extension thereof, and any additional performances that may be available under the Option set forth above (if applicable), is referred to as the "Production Dates."

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FEES

Licensing Fees

Performance License Fee: Licensees will pay a licensing fee comprised of 11% of Gross Weekly Box Office Receipts as the term is defined in Section 4 below, or a Minimum Guarantee of **USD 800.00 per Performance**, whichever is greater.

The Minimum Guarantee is non-refundable and must be paid in full, regardless of the actual amount of Gross Weekly Box Office Receipts. For cancelled productions of the Property with funds deemed non-refundable, at the sole discretion of Concord Theatricals Licensees may re-book the same title for performances within eighteen (18) months of the date of cancellation. Funds shall be applied to the new dates of the production, pending the approval of Concord Theatricals. No funds from any cancelled productions are transferrable to any other titles in Concord Theatricals' catalog.

Fees are due as follows:

1st Payment, Rental and Shipping/Taxes (if applicable) due upon signing;
2nd Payment due thirty (30) days before the first performance date; and
Remainder due weekly, with box office reports and applicable overages: 11% or USD 800.00 per Performance, whichever is greater

Total Advance: USD 1,600.00

Total Minimum Guarantee: USD 1,600.00 (USD 800.00 a Performance for 2 Performances)

Please refer to the below chart for amounts due.

Type	Category	Description	Fee
Professional	Performance Fee - 1st Payment	Due upon signing to secure performance rights. There is no announcements, marketing, or ticket sales permitted prior the remittance of this payment.	USD 800.00
Professional	Performance Fee - 2nd Payment	Due 30 days prior to opening.	USD 800.00
Rental	Rental Fee		USD 1,129.00
Shipping and Handling Fee	Shipping Fee		USD 125.00



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Please review the script fees and the rental package details below to determine whether scripts (i.e. Acting Edition/libretto-vocal book) are included. If scripts are not included in either section, and you have not ordered scripts for this title previously, they must be purchased separately from www.concordtheatricals.com

You have selected the **Full Package** of rental materials.

TOTAL ROYALTY ADVANCE	USD 1,600.00
TOTAL ROYALTY GUARANTEE	USD 1,600.00
TOTAL FEES DUE	USD 2,854.00

You have selected to receive the **Full Package** of rental materials. The rental fees, including shipping and taxes (if applicable), as outlined above correspond to your selection.

Rental Fee: Licensee agrees to pay Concord Theatricals the rental fee listed above for the use of material(s) as described in Section 4 of this Agreement ("Rental Materials") by Licensee in connection with the production of the Property under this Agreement, as well as any shipping fees or taxes outlined above. **Rental Fees and Shipping Fees/Taxes (if applicable) are due on signing.**

Additional Fees: Any and all additional fees are due thirty (30) days before the first performance date.

Script Fees

If the table below is empty, then scripts weren't selected in the licensing application and must be purchased separately. To purchase scripts for your production, visit www.concordtheatricals.com.

This is only an estimate and subtotal, a copy of the invoice has been emailed to you separately which includes applicable tax and shipping charges.

Description	Subtotal Script Fees

Your Requested Delivery Date:
02/13/2023



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- If payment is received for script fees on or before 2 weeks from the above date, scripts will be shipped to arrive as requested.
- If payment is received later than 2 weeks from the above date, delivery cannot be guaranteed earlier than 2 weeks from date of full payment.
- If you have fully paid and would like to receive your scripts earlier than the above date, email your Licensing Representative.

Any and all payments under this Agreement shall be made in U.S. dollars. Exchange rate has been taken into account for our customers outside the U.S. All checks must be made in U.S. funds and drawn from a U.S. bank. Payment may be made via check, wire transfer or echeck/ACH payment. If paying by wire transfer, you must include a wire transfer fee of \$35 USD.

A copy of the invoice(s) have been emailed to you separately, and *must* accompany all check payments. Checks sent by standard mail take three (3) weeks to be received and processed; to ensure your payment is received on time, please send well in advance of the noted due date. Checks must be sent to the address as indicated on the invoice.

RENTAL MATERIAL INFORMATION

Note: No Rental Materials will be shipped until first payment, rental fee, and shipping fee/taxes (if applicable) are received in full. Rental Materials will not be shipped on partial payment of any of the above fees. Once payment has been received, material will be shipped to arrive no later than **02/13/2023**.

Your Rental Package:

30 Libretto-Vocal Book
1 Piano-Conductor
1 Flute
1 Oboe
1 Clarinet 1
1 Clarinet 2
1 Bassoon
1 Horn 1
1 Horn 2
1 Horn 3
1 Trumpet 1
1 Trumpet 2
1 Trumpet 3
1 Trombone 1
1 Trombone 2
1 Tuba
1 Percussion
1 Harp
2 Violin 1
2 Violin 2
2 Viola
2 Cello
1 Bass
1 String Synthesizer (Optional)
1 Full Score (Act 1)
1 Full Score (Act 2)

Your Rental Period: 02/13/2023

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Your materials will automatically ship to the following address:

Benjamin Nadel

McAninch Arts Center
425 Fawell Blvd.
Glen Ellyn, Illinois, 60137
United States
8472241509

If you would like your Rental Materials to be sent to a different address or need to change the start date of your rental period, please contact your Concord Theatricals Licensing Representative:

Teresa Castro

Concord Theatricals Licensing Department
prof.musical@concordtheatricals.com

Please make sure that materials are shipping to a valid street address. Rental materials will be shipped out via FedEx or UPS and cannot be delivered to a P.O. Box.

Once your production has ended, please return your Rental Materials to **Concord Theatricals c/o Midwest Fiber, 422 South White Oak Road, Normal, IL 61761**. You will receive an email on or before your final performance date with additional information about returning your Rental Materials. All Rental Materials must be returned within thirty (30) days of your final performance date. Additional charges will be incurred for Rental Materials returned to the wrong address. Please note: Purchased scripts (i.e. Acting Edition/libretto-vocal book) do not need to be returned. Only items listed in the Rental Package section above need to be returned.

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TERMS AND CONDITIONS

1. Grant. Concord Theatricals grants Licensee the non-exclusive and non-transferable right to present a live stage production with living actors appearing in the immediate presence of an in-person audience of the Property at the Venue and during the Production Dates stipulated above and on the other terms and conditions set forth in this Agreement. Said rights are valid only through the final performance date as indicated above. No change by Licensee in the production dates, the number of performances, the number of seats per performance, the ticket prices, and/or any other particulars of this Agreement shall be made without the prior written consent of Concord Theatricals, which may be withheld in Concord Theatricals' sole and absolute discretion. Concord Theatricals has the right to revoke this Agreement if Licensee fails to secure such consent and/or if Licensee is in breach or default of any other term or condition of this Agreement. No other rights are herein granted, and Concord Theatricals (on behalf of the Author(s) and the owner(s) of the Property) reserves any and all other rights in the Property, whether such rights are now known or shall hereafter come into existence. The reserved rights shall include, without limiting the generality of the foregoing, all motion picture rights, television and cable rights, radio rights, stage rights other than those licensed hereunder, electronic and digital rights, mechanical rights, recording rights and publication rights of all kinds.

2. Licensee Warranties. Licensee represents, warrants and covenants that the Property will be presented in its entirety as it appears in published form authorized by the Author(s) and that the Author(s)'s intent will be respected in the Licensee's production. No changes, interpolations, additions, or deletions will be made in the Property for the purpose of Licensee's production or otherwise. Licensee represents, warrants and covenants that Licensees shall comply with the following:

2.1 Concord Theatricals Credit. All programs, web pages, publicity, and advertising in connection with performances of the Property, in all media (including print and electronic), shall carry a program note as follows (unless an additional or different notice is specified in writing by Concord Theatricals) in not less than 10-point type:

SOUTH PACIFIC: IN CONCERT is presented by arrangement with Concord Theatricals on behalf of The Rodgers & Hammerstein Organization. www.concordtheatricals.com

2.2 Author(s) Credit. The Author(s)'s name (including, as applicable, composer(s), lyricist(s) and/or translator/adaptor's name) will appear in all instances in which the title of the Property appears, including all programs, web pages, house boards, and publicity and advertising in all media (including all print and electronic media) within the control of Licensee. Except as otherwise specified below, the name of the Author(s) will appear on a separate line on which no other name appears as set forth below immediately following the title of the Property and will appear in size of type not less than fifty percent (50%) of the size of the title type, as follows:

You agree to set forth the following credits on the title page in all programs, and on all house boards, displays, heralds, posters, fliers, and on all other advertising and promotion in connection with your production of the Play:

**Rodgers & Hammerstein's 75%
SOUTH PACIFIC: IN CONCERT 100%
Music by RICHARD RODGERS 75% *
Lyrics by OSCAR HAMMERSTEIN II 75% *
Book by OSCAR HAMMERSTEIN II and JOSHUA LOGAN 45%
Adapted from the Pulitzer Prizewinning novel
"Tales of the South Pacific" by James A. Michener 45%
Concert Adaptation by David Ives 45%**

***Immediately following the title and in no event less than that of the largest, most prominent credit given any other person.**

2.3 Additional Production Credit. The following credits will be included on the title page of all programs and playbills distributed in connection with performances of the Property. If supplied, the following bio will also be included in the program.

2.4 Production Date Changes/Cancellation. Licensee will PROMPTLY notify Concord Theatricals in writing, of any and all proposed changes in Production Dates whatsoever, including, but not limited to, additional performances, rescheduled performances, cancellations, postponements, etc., all of which are subject to the prior written approval of Concord Theatricals. Any and all monies paid to Concord Theatricals prior to cancellation will be non-refundable. Please note that additional fees may be applied for any changes made.

3. Execution of Agreement. This Agreement shall be effective when (a) one copy of this Agreement (a PDF is acceptable), as signed by an authorized representative of Licensee, is returned to Concord Theatricals and countersigned by an authorized representative of Concord Theatricals (Concord Theatricals in turn will return a fully-signed PDF of this Agreement to Licensee), and (b) upon receipt by Concord Theatricals of the Advance as stated in the "Fees" section of this Agreement. Due to demand and area restrictions, Performance Agreements are time sensitive. Therefore, this Agreement shall be null and void if it is not executed as described above within ninety (90) days of the Effective Date of this Agreement.

4. Rental Materials.
4.1a Arrangements:

Full Package see below

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4.1b Description of Rental Materials:

30	Libretto-Vocal	Book
1		Piano-Conductor
1		Flute
1		Oboe
1	Clarinet	1
1	Clarinet	2
1		Bassoon
1	Horn	1
1	Horn	2
1	Horn	3
1	Trumpet	1
1	Trumpet	2
1	Trumpet	3
1	Trombone	1
1	Trombone	2
1		Tuba
1		Percussion
1		Harp
2	Violin	1
2	Violin	2
2		Viola
2		Cello
1		Bass
1		(Optional)
1	String	1)
1	Full	
1	Score	
1	Synthesizer	
1	(Act	
1	Full Score (Act 2)	

Please review the script fees and the rental package sections below to determine whether scripts (i.e. Acting Edition/libretto-vocal book) are included. If scripts are not included in either section, and you have not ordered scripts for this title previously, they must be purchased separately from www.concordtheatricals.com

4.2. Rental fees and shipping fees/taxes (if applicable) hereunder are due on signing. Conditioned on the execution of this Agreement, and provided that payments have been received by Concord Theatricals as set forth in this Agreement, Concord Theatricals agrees to ship the Rental Materials to Licensee to arrive no later than 02/13/2023 (unless a shorter period remains between the date of execution and the first performance date). Rental Materials will not be shipped if payment has not been timely received.

4.3. Upon completion of Licensee's production, Licensee shall return the Rental Materials to: **Concord Theatricals c/o Midwest Fiber, 422 South White Oak Road, Normal, IL, 61761**. All rental materials must be received within thirty (30) days of the final performance date.

4.4. Any and all Rental Materials provided to Licensee in connection with the Property may be used ONLY for the rehearsal and performance of the Property on the dates and at the venue specified in this Agreement and may not be used for any other production, presentation or performance. Concord Theatricals makes no representations regarding the condition or adequacy of the Rental Materials. The rights granted to Licensee are conditioned on the execution of this Agreement and the receipt by Concord Theatricals of all payments as set forth this Agreement.

5. **Payment and Reporting.** Licensee will supply Concord Theatricals with an itemized Statement of the Gross Weekly Box Office Receipts no later than «transaction_box_office_reporting_period» of the production of the Property presented, together with payment of monies due for that week's performances including the Minimum Guarantee plus any overages as defined in the "Fees" section above.

5.1 Gross Weekly Box Office Receipts ("GWBOR") are defined as any and all receipts from all sources whatsoever for the sale of or distribution of tickets for performances of the Property excluding only the following Allowable Deductions:

5.1.1 Documented federal, state, or local taxes that are imposed upon the admission and are printed on the ticket;

5.1.2 Documented credit card (AmEx, Visa, MC, etc.) commissions taken from the in-house sales of the theater (not to exceed 5%);

5.1.3 A flat discount of 10% for fees or discounts paid in connection with Licensee's in-house subscriptions, provided that if tickets for performances of the Property are sold on a subscription basis (for which Licensee receives less than the full price that would be received if the ticket were sold at the box office), all like productions within the subscription shall be valued equally, i.e., the price paid for the ticket shall be determined by taking the gross price of the entire subscription and dividing by the number of productions in that subscription. All plays within the subscription shall be valued the same and all musicals within the subscription shall be valued the same, with plays valued at no less than 75% the value of musicals in the same subscription;

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- 5.1.4 Documented commissions paid in connection with Licensee's group sales agents (not to exceed 10% of the actual price paid for the ticket for that performance);
- 5.1.5 Documented fees paid in connection with third party off-site internet sales [e.g., Groupon, Goldstar] (not to exceed 10% of actual price paid for the ticket for that performance);
- 5.1.6 Documented federal, state, or local government mandated restoration or historic preservation fees printed on the ticket (not to exceed any cap then pertaining that may have been imposed on such fees by any theatrical union);
- 5.1.7 Documented Ticketmaster or similar fees on a per ticket basis; and
- 5.1.8 Documented sums included as GWBOR in a prior Performance Week which were included in the royalty calculation but which sums subsequently are refunded or uncollectible due to dishonored checks, invalidated credit card receipts or for any other such similar reason, net of any commissions previously deducted.
- 5.1.9 For any tickets sold as a combined dinner/show package, the percentage shall be calculated based on one half (1/2) of the combined dinner/show ticket price.

5.2 No other deductions of any kind whatsoever are allowable. For example, the following items may NOT be deducted from GWBOR: Surcharges and/or operation costs connected with telephone and/or internet sales; agency commissions and ticket broker fees; ticket printing expense; mailing fees; telephone expenses; and any other expenses or fees not specified above as Allowable Deductions. Concord Theatricals' percentage share of GWBOR shall be calculated only after the discounts and charges set forth above have been deducted. Licensee additionally warrants that GWBOR shall not be subject to ticketing commissions other than those specifically listed above.

5.3 Statements of Gross Weekly Box Office Receipts must accompany all royalty payments and must be (a) signed by an official of the Venue where the Property was performed and (b) counter-signed by the manager or owner of Licensee.

5.4 Licensee will keep full and regular books and records in which Licensee will maintain and record all items with respect to ticket sales in connection with the Property as licensed hereunder, including without limitation all items on which the Statements of Gross Weekly Box Office Receipts provided to Concord Theatricals are based, for a minimum of two (2) years from the close of the final performance of the Property licensed pursuant to this Agreement. Concord Theatricals reserves the right to inspect such books and records at such times it may reasonably request and at its own expense at all times from the Effective Date through such two (2) year period. In the event that any inspection reveals an underpayment, Licensee shall promptly pay the difference to Concord Theatricals, and if such underpayment is more than five (5%) percent, Licensee shall reimburse Concord Theatricals for the cost of such inspection, not to exceed \$5,000.

6. General Terms and Conditions

6.1 No auditions, casting, rehearsals, advertising, or publicity of Licensee's production of the Property may commence unless and until this Agreement is fully executed and the first payment to Concord Theatricals as set forth above, as well as the rental fee and shipping fee/taxes (if applicable) is paid in full. No performances of the Property may occur unless and until Concord Theatricals has received both the first payment and second payments to Concord Theatricals as set forth above.

6.2 Licensee may not create merchandise of any kind based on the Property, whether for sale, promotional use, or free distribution, without prior written permission from Concord Theatricals.

6.3 Licensed productions of the Property are to be performed in front of a live audience only. Auditions, rehearsals, and/or performances may not be recorded, streamed, broadcast or posted at any time, in any manner or for any purpose. These restrictions apply to both audio-only and audio-visual recordings, broadcasts and postings. By way of example only, no posting or streaming of audio or audio-visual recordings to YouTube or any other social networking sites is permitted. Any such recording, broadcasting, posting or other use of a performance of the Property is a copyright infringement and will expose Licensee to serious legal consequences.

6.4 Any announcements, advertisements, publicity, promotional materials, and marketing materials, whether on the Internet or in any other media, must be in strict compliance with the terms of this Agreement, including the number and dates of performances, the number of seats, and the ticket prices. No advertising, marketing or promotion of Licensee's production may bill such production as any type of "premiere" of the Property (e.g., regional, state, local) without prior written approval from Concord Theatricals. Please contact your Licensing Representative to request approval.

6.5 This Agreement does not include the right to any choreography, staging, direction, costume design, scenic design, lighting design or sound design of the Property as previously presented. Licensee agrees that its production of the Property shall be a non-replica production. Neither Concord Theatricals nor the Author(s) or owners of the Property shall be obliged at any time to make any payment or offer rights participation to any person(s) whom Licensee may hire to direct, choreograph, stage, design or otherwise participate creatively in Licensee's production.

6.6 Licenses are available only for complete performances of the Property. Performances of various scenes and/or songs apart from the Property in its entirety (e.g., in connection with recitals, contests, festivals, etc., or for promotional purposes) require special permission, which must be submitted in writing in advance of any such performances. Unless permission is granted in writing by Concord Theatricals, no such performances may take place.



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6.7 Licensee will present the Property using the Rental Materials and, if applicable, the Approved Production Script (as defined in Section 6.17 below). No abridgement or enlargement of the Property, no changes in music, lyrics, dialogue, period, setting, characters (including their gender), and/or characterizations in the Property, and no changes in running time, placement of intermission, number or order of scenes, etc., may be made without prior written permission from Concord Theatricals. In the event that any changes to the Property are approved in writing, such changes shall, upon creation, become the sole and exclusive property of Concord Theatricals, the Author(s) and the owners of the Property, as their interests may appear, and may be used by such parties free and clear of any obligation whatsoever to Licensee or any third party.

6.8 An approved logo and other promotional and marketing materials for the Property may be available from Concord Theatricals. Please contact your Licensing Representative for further information. Please review the Riders and Exhibits in Section 13 below, as well as (if applicable) any additional Rider you may have signed in connection with your production of the Property, for further requirements regarding logos, promotion and marketing of your production.

6.9 This Agreement is not transferable to any other production other than the one licensed. The rights licensed under this Agreement may not be sublicensed and/or otherwise conveyed by Licensee to any other person.

6.10 The Property is licensed for live stage performances by living actors in front of a live audience only, and may not be recorded, broadcast or distributed at any time, in any manner, or for any purpose. In no event may any audio or audio-visual recordings of readings, rehearsals or performances of the Property be posted to the internet or distributed through any digital means, including by way of streaming, downloading or copying, including without limitation, in video or audio recordings posted to YouTube, Facebook or any similar or other social networking site, or posted to the website of the theater or any personal or public website of whatsoever kind. No audio or audio-visual footage may be used in connection with any online, mobile or digital advertising or promotion of the Property.

6.11 You must include in prominent fashion in every program for your production of the Property the following warning in text no smaller than 12-point type, and the warning must also be posted in the lobby of the Venue:

THE VIDEOTAPING OR MAKING OF ELECTRONIC OR OTHER AUDIO AND/OR VISUAL RECORDINGS OF THIS PRODUCTION AND DISTRIBUTING RECORDINGS OR STREAMS IN ANY MEDIUM, INCLUDING THE INTERNET, IS STRICTLY PROHIBITED. A VIOLATION OF THE AUTHOR(S)'S RIGHTS AND ACTIONABLE UNDER UNITED STATES COPYRIGHT LAW. FOR MORE INFORMATION, PLEASE VISIT:

<https://concordtheatricals.com/resources/protecting-artists>

6.12 The grant of rights hereunder does not include any rights to use any artwork (except to the extent otherwise expressly set forth in Section 12 below), advertising, names of actors or actresses or other personnel associated with any other production of the Property in any artwork, advertising or promotional materials for Licensee's production hereunder.

6.13 Licensee is solely responsible for obtaining formal written permission from third-party copyright owners to use copyrighted music, images, brands, or other material in Licensee's production of the Property and is strongly cautioned to do so. If no such permission is obtained by Licensee, then Licensee must use only original music and other materials that Licensee owns and controls. Licensee is solely responsible and liable for all third-party clearances (including without limitation music clearances). To the extent permitted by law, and without waiving Licensee's preexisting state sovereign immunity, Licensee shall pay any award made by a court of competent jurisdiction in connection with any claim arising from the use of music and other third-party material by Licensee. For the avoidance of doubt, this Section 6.13: (a) shall not be deemed to constitute permission to add third-party materials to the Property, and changes to the Property shall be governed by Section 6.7 above; and (b) shall not apply to use of the music by the Author(s) that is included in the Property and for which Rental Materials are provided by Licensor.

6.14 Licensee may not present the Property with pre-recorded or sequenced accompaniment without the prior written approval of Concord Theatricals. Note that for many musicals licensed by Concord Theatricals, pre-recorded accompaniment is not approved for use in connection with professional/stock productions, and professional/stock productions are required to use live musicians. Please contact your Licensing Representative to discuss.

6.15 In the event that the program for Licensee's production of the Property includes advertising, Licensee agrees to reserve program space no smaller than one-half (1/2) page for Concord Theatricals. Concord Theatricals shall notify Licensee in writing no later than thirty (30) days before the first performance hereunder if Concord Theatricals elects to use such program space, and shall provide Licensee with applicable files at the time of such notification. If Concord Theatricals does not provide Licensee with timely notice, Licensee shall have no obligation to reserve such program space.

6.16 Licensee agrees to reserve two (2) complimentary tickets for each performance of the Property hereunder for the use of Concord Theatricals, the Author(s) and the owners of the Property. Concord Theatricals shall notify Licensee a minimum of three (3) days prior to the applicable performance whether it requires such tickets, and agrees not to resell such tickets. Licensee shall provide Concord Theatricals with two (2) copies of the program for its production of the Property upon request by Concord Theatricals.

6.17 If scripts/librettos are not included as part of the Rental Materials, the "Approved Production Script" is defined as the version or draft of the script/libretto of the Property to be used in connection with Licensee's production. It is understood that the Approved Production Script will be made available for purchase via the licensing dashboard or www.concordtheatricals.com as the "Acting Edition." No earlier manuscript or any other versions of the Property are permitted for production without prior approval. In the event that a published Acting Edition is not available for public purchase, Licensee should contact its Licensing Representative for the most up-to-date version of the script/libretto prior to the start of pre-production and rehearsals.

CONCORD THEATRICALS

MUSICAL AGREEMENT

CT Rep: **Teresa Castro**
Request #: 461750
Acct #: 101-009-1830128

- 7. Representations and Warranties.** Licensee represents and warrants that (a) all of the information provided to Concord Theatricals, both orally and in writing, in connection with the production of the Property and/or otherwise is accurate and correct, (b) Licensee will present the Property in accordance with the terms and conditions set forth in this Agreement, and (c) Licensee will be fully responsible for the manner in which Licensee's production of the Property is performed. Licensee takes sole and complete responsibility for its actions under this Agreement. To the extent permitted by law, and without waiving Licensee's preexisting state sovereign immunity, Licensee shall pay any award made by a court of competent jurisdiction in connection with any claim arising out of (a) the breach or alleged breach by Licensee of any of Licensee's representations, warranties, obligations, or agreements under this Agreement and/or (b) Licensee's production of the Property including the performance, preparations, advertising and marketing thereof.
- 8. Termination.** Failure to strictly comply with any of the terms and conditions of this Agreement, including but not limited to the provisions of Sections 2 and 6 and any Exhibits or Riders hereto, may result in the immediate termination of this Agreement and/or any such other agreements by Concord Theatricals in its sole and absolute discretion. In the event of termination, all amounts owing under this Agreement remain payable in full and shall be retained by Concord Theatricals in addition to any other rights or remedies that Concord Theatricals may be entitled to assert for breach of contract.
- 9. Default.** If Licensee defaults in the performance of any of the representations, warranties, indemnities, obligations, terms and/or conditions of this Agreement, then in addition to any and all other remedies which Concord Theatricals, the Author(s) and/or the other copyright-owner(s) of the Property might have at law or equity, Licensee agrees that Concord Theatricals shall have the right to seek a temporary restraining order and a preliminary injunction to enjoin any performances of the Property.
- 10. Revocation.** Concord Theatricals reserves the right to revoke any and all licenses for any reason upon written notice to Licensee. In the event that Licensee has paid for the license prior to such revocation, a full refund will be given to Licensee within forty-five (45) business days of written notice of license termination.
- 11. Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assigns and may not be altered, modified or cancelled (except as herein specifically provided), except by written instrument signed by both parties hereto. This Agreement supersedes all prior or contemporaneous agreements, undertakings, warranties, representations and negotiations between the parties with respect to the subject matter hereof, except in the event that Licensee has previously executed a Rider specifically relating to its production of the Property under this Agreement, such Rider shall remain in full force and effect and shall be a part of this Agreement. No waiver shall be deemed a continuing waiver or deemed a waiver of any assignment or similar breach. In entering into this Agreement, Licensee and Concord Theatricals will each have the status of an independent contractor and nothing contained herein will constitute the parties as partners, fiduciaries, agents or employees of each other.
- 12. Riders and Exhibits.** In addition to all provisions set forth above, this Agreement includes any Riders previously executed by Licensee specifically relating to its production of the Property hereunder, as well as the following additional Exhibits and Riders (if any):

Additional Riders

CASTING NOTE:

The story takes place in the South Pacific during World War II. The cast includes Americans and people native to the South Pacific. Those characters native to the area should be cast accordingly. The use of make-up or prosthetics to alter an actor's ethnicity is prohibited.

CHARACTERS:

Ensign Nellie Forbush – a nurse from Arkansas
Emile De Becque – an expatriate French plantation owner
Ngana – Emile's young, half-Polynesian daughter
Jerome – Emile's young, half-Polynesian son
French Servant
Bloody Mary – a Tonkinese native, expert at trading with the military men
Liat – Bloody Mary's daughter
Luther Billis – a sailor, Seabee
Stewpot (Carpenter's Mate Second Class, George Watts)
Professor – a sailor
Lt. Joseph Cable, United States Marine Corps
Capt. George Brackett, United States Navy – The highest ranking officer
Cmdr. William Harbison, United States Navy – The second-highest ranking officer
Lead Nurse
Nurses, Officers, Sailors, Seabees, Marines and Soldiers, French Girls

ACCEPTED AND AGREED TO:

12



Toll Free: (866) 979-0447
concordtheatricals.com

250 West 57th Street
6th Floor
New York, NY 10107-0102

Licensee Initials

Concord Initials

DS
ER

WG

CONCORD THEATRICALS

MUSICAL AGREEMENT

CT Rep: **Teresa Castro**
 Request #: 461750
 Acct #: 101-009-1830128

This Agreement and all conditions and terms contained herein are wholly binding upon the execution hereof and the remittance of payment due upon signing in full.

Licensee:	<small>DocuSigned by:</small> <i>Ellen Roberts</i> <small>49066CF0BC3F425...</small>	Concord Theatricals Corp.
By:	Ellen Roberts	By: <i>William Jaden</i>
Title:	vice President, Admin. Affairs	Title: President
Date:	5/31/2022	Date: 6/2/2022

CONCORD THEATRICALS

MUSICAL AGREEMENT

CT Rep: **Teresa Castro**
Request #: 461750
Acct #: 101-009-1830128

LICENSING CHECKLIST

Before you start rehearsals,
make sure you've taken care of these steps!

Don't Forget to...

- ☐ Pay your 1st Advance Payment, Rental and Shipping Fees/Taxes (if applicable) due on signing.
- ☐ Return one signed copy (or PDF) of your agreement with your payment.
- ☐ Confirm the delivery address for your rental materials.
- ☐ Communicate any changes (dates, venue, etc.) to your licensing rep in writing.
- ☐ Please review the script fees and the rental package sections below to determine whether scripts (i.e. Acting Edition/libretto-vocal book) are included. If scripts are not included in either section, and you have not ordered scripts for this title previously, they must be purchased separately from concordtheatricals.com.
- ☐ Purchase supplemental materials from concordtheatricals.com.
- ☐ Schedule your payment for the balance of your advance (due 30 days before the first performance).

Break a leg on your production!

Sincerely,
Concord Theatricals

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

Concord Theatricals Agreement P0003328

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

Thu, Jun 9, 2022 at 02:45 PM GMT

CC:

BCC:

Please process. Thank you.

Kari Schoettle

Assistant Business Manager

McAninch Arts Center, College of DuPage

630-942-2914 | schoettlek@cod.edu

1 attachment

Concord Theatricals Agreement updated FE EM.pdf