

CONTRACT CONFIRMATION

COMPLETE THIS COPY AND RETURN TO MTI

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0005313
Contract #: 9600863 Printed on: 08/11/19

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: LARRY A RYLE HIGH SCHOOL
Name of Show: JAMES AND THE GIANT PEACH
Name and address of performance space/venue: AUDITORIUM
10379 HWY 42, UNION, KY 41091

Date(s) of performance(s): 11/14/2019 - 11/16/2019

Contract Expires: 09/22/2019

Please list number of performances
for each calendar month:

SHIP WITH: ☐ Partial/Alternate Orchestration ☐ Full Orchestration ☒ No Orchestration
(check one) (if "Partial," you MUST mark the required parts on the ORCHESTRATION DETAILS sheet, and return a copy with your signed contract.)

Royalty A for 4 performance(s) @ \$ 135.00 per performance, a total of \$ 540.00

RENTAL: \$550.00 for a standard set of materials or any part thereof \$ 550.00

ADDITIONAL RENTAL (Outside of the standard two (2) month period): \$400 per month X 0 months \$ 0.00

SECURITY FEE: Your security fee MUST be paid in full by check, credit card or money order (No Purchase Orders accepted) in order to process your license. Failure to do so may result in a delay in the processing of your license. \$ 400.00

ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page): \$ 425.00

SALES TAX (CA, CT, MN, NJ, NY): CT, MN & NY: Apply to all Materials and Shipping fees. CA&NJ residents apply to Materials only. \$ 0.00

TOTAL: \$ \$1,915

TOTAL AMOUNT ENCLOSED: \$ \$1,915

OUTSTANDING OBLIGATIONS: \$ 0.00

SHIPPING

Shipment is made by UPS or FEDEX Ground Service unless otherwise instructed. You will be billed for all shipping charges.
Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: (check one) ☐ RUSH ☐ SECOND DAY ☐ STANDARD

Shipping Address: 10379 U.S. Highway 42

(NO P.O. BOXES)

City: Union State: KY Zip/Postal Code: 41091

PAYMENT

☐ CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

☐ CREDIT CARD: ☐ VISA ☐ MASTERCARD ☐ AMERICAN EXPRESS
Card Number: _____ Exp. Date: _____
Name on Card: _____ Billing Postal Code: _____
Signature: _____ Amount: _____

☒ PURCHASE ORDER: For schools and government agencies ONLY, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. YOU MUST STILL return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein. A copy of MTI's Performance License can be found online at www.MTIShows.com/PerfLicense.

PRINT YOUR NAME Dustin Caudill TITLE Drama Director
AUTHORIZED SIGNATURE Dustin Caudill DATE 8/19/19
DAYTIME TELEPHONE 859-384-5300 or 859-391-3772 EMAIL dustin.caudill@boone.kyschools.us

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ADDITIONAL MATERIALS

Your MTI Rep: ROSEANNE GEORGE
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ADDITIONAL MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.
To order, simply indicate the quantity of each item you would like and add the Grand Total to the Confirmation Page of this Production Contract.

ITEM	QUANTITY		COST EACH	TOTAL
ADDITIONAL MATERIALS				
LYRIC CHANGE				
LIBRETTO/VOCAL BOOK (Replacement Fee \$25.00)	<u> </u>	x	\$ 6.25	= \$ <u> </u>
PIANO VOCAL SCORE (Replacement Fee \$80.00)	<u> </u>	x	\$ 20.00	= \$ <u> </u>
ADDITIONAL ORCHESTRA PARTS (Replacement Fee \$60.00)	<u> </u>	x	\$ 15.00	= \$ <u> </u>
(Attach ORCHESTRATION sheet with additional parts required marked - list total quantity of parts above)				
THEATRICAL RESOURCES				
LOGO PACK DIGITAL	<u> 1 </u>	x	\$ 75.00	= \$ <u>75.00</u>
PERFORMANCE ACCOMPANIMENT RECORDING (PERFORMANCE & REHEARSAL) (Call for Pricing and Availability)	<u> </u>	x	\$ 199.00	= \$ <u> </u>
PRODUCTIONPRO	<u> </u>	x	\$ 20.00	= \$ <u> </u>
REFERENCE RECORDING	<u> </u>	x	\$ 350.00	= \$ <u>350.00</u>
PERFORMANCE ACCOMPANIMENT RECORDING (REHEARSAL ONLY)	<u> 1 </u>	x	\$ 995.00	= \$ <u> </u>
SCENIC PROJECTIONS-ANIMATED	<u> </u>	x	\$ 295.00	= \$ <u> </u>
SCENIC PROJECTIONS-JR STILL	<u> </u>	x		= \$ <u> </u>
SUBPLOT CUSTOMIZABLE SHOW POSTERS (Call for Pricing and Availability)	<u> </u>	x		= \$ <u> </u>
TRANSPOSITIONS-ON-DEMAND (Call for Pricing and Availability)	<u> </u>	x		= \$ <u> </u>
VIDEO LICENSE	<u> </u>	x	\$ 75.00	= \$ <u>75.00</u>
VIRTUAL STAGE MANAGER (Call for Pricing and Availability)	<u> </u>	x		= \$ <u> </u>

Add total for all items here.

ADDITIONAL MATERIALS GRAND TOTAL (add this total to Contract Confirmation Page)
You MUST return this form along with your contract to receive materials.

\$ 425.00

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL MATERIALS

VIDEO LICENSE

MTI COPY

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VIDEO LICENSE

LIMITED HOME USE VIDEO RECORDING PERMISSION

WHEN SIGNED IN THE SPACES INDICATED BELOW, AND UPON RECEIPT BY MTI OF LICENSEE'S PAYMENT OF SEVENTY-FIVE DOLLARS (\$75.00), THE FOLLOWING TERMS SHALL CONSTITUTE AN AGREEMENT BETWEEN (LICENSEE) LARRY A RYLE HIGH SCHOOL (THE "LICENSEE") AND MUSIC THEATRE INTERNATIONAL ("MTI"), GRANTING LICENSEE LIMITED PERMISSION TO MAKE ONE VIDEO RECORDING OF LICENSEE'S PRODUCTION OF THE PLAY ENTITLED "THE PLAY".

1. Notwithstanding the general prohibition against any video recording whatsoever in the License, MTI hereby grants permission for your organization to permit one authorized videographer to record a single performance of your production of the Play, subject to Licensee's strict observance of the conditions set forth herein. Such outside party may not use the name of the authors or owners of the Play or any other trademarks of the authors/owners in any way, except to indicate the content of the video recording. You may keep one archival copy of the video recording for your records.

2. A video recording of the Play (the "Video Recording") may be created by Licensee as a non-commercial venture for archival purposes, which video recording may not be sold, leased or rented except as provided as herein. Alternatively, Licensee may hire an outside party to professionally make one video recording of the Play provided that such video recording may only be used (a) for archival purposes, and/or (b) to make additional copies of the recording that may be sold to participants in the Play or their families for their own personal, at-home (i.e., non-commercial use). Such outside party may not use the name of the owner of the Play or any other trademarks of the Owner in any way, except to indicate the content of the video recording. In addition, Licensee may authorize participants in the Play (i.e., cast, crew, creative team) or their families to create a video recording of the Play solely for their own personal, at-home (i.e., non-commercial) use.

3. As a condition to the rights granted herein, Licensee agrees to use good faith efforts to inform all audience members of the restrictions and limitations on video recording and the subsequent use thereof, as set forth herein. At a minimum, Licensee agrees to include a statement in the Play's program substantially in the form provided below and shall further inform audience members of the below limitations by way of an announcement prior to the start of each performance of the Play:

ANY VIDEO RECORDING MADE OF THIS PERFORMANCE IS AUTHORIZED FOR PERSONAL, AT-HOME, NON-COMMERCIAL USE ONLY. THE SALE OR DISTRIBUTION OF SUCH RECORDING IS STRICTLY PROHIBITED UNDER FEDERAL COPYRIGHT LAW.

In addition, the following notice be must be displayed as the opening 45 seconds of the video:

WARNING! THIS VIDEORECORDING HAS BEEN CREATED SOLELY FOR ARCHIVAL PURPOSES USE WITH THE SPECIAL PERMISSION OF MUSIC THEATRE INTERNATIONAL. UNDER FEDERAL COPYRIGHT LAW, IT MAY NOT, IN WHOLE OR IN PART, BE SOLD, BROADCAST, TELEVISED, DUPLICATED OR DISSEMINATED IN ANY WAY, INCLUDING OVER THE INTERNET BY MEANS NOW OR IN THE FUTURE.

4. In no event may any video recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale or electronic transmission and/or posting on the Internet.

5. Licensee understands that its failure to follow the above requirements, even if inadvertent, will incur liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI for its out-of-pocket legal fees and shall pay to MTI damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play. In addition, Licensee shall indemnify MTI and the authors and owners of the Play and hold them harmless from any costs or expenses arising out of claims made by third parties appearing in the video, or whose work is used in the video (such as performers, musicians, directors, choreographers or designers).

6. All other provisions, terms and conditions of the License Agreement shall continue in full force and effect.

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein. A copy of MTI's Performance License can be found online at www.MTIShows.com/PerfLicense.

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