

TRW LICENSE AGREEMENT

ACCOUNT: 206662
ORDER #: SO-0065694 MICHAELM

Issue Date 8/28/2020

Expiration Date 11/26/2020

This License Agreement is for a non-exclusive amateur production of
The Addams Family School Edition 4/22/2021 - 4/24/2021



Licensee:
Attn Karen Wiebe
Organization Randall K Cooper High School
Address 2855 Longbranch Road
City, State, Postal Union, KY 41091

A. PRODUCTION TERMS RIDER

RMA 127092

Provided we have received a signed copy of this Production Terms Rider consisting of the Production Terms Order Form (Part B) and Confirmation Form (Part C) and the full applicable *Licensing Fee*, the performance materials described as the *Rehearsal Set* and *Orchestration Set* will be supplied.

LICENSING FEE

1. includes performances
2. includes rehearsal & scripts
3. includes orchestral & scores

\$2030.00

Based on 4 performances at the RKC High School Auditorium
Based on weighted average ticket price of \$9.00
Seating/streaming capacity limited to average 200 for each of 4 performances

★ Rehearsal Set

- 2 - Director Script
- 20 - Cast Script / Vocal Book
- 1 - Piano-Vocal Score
- 1 - Piano-Conductor Score
- Complimentary Digital Production Pack (logo/graphics)
(quantities indicate number of printed books)

★ Orchestration Set

Reed 1, Reed 2, Trumpet, Trombone, Guitar, Piano-Conductor (included in Rehearsal Set), Keyboard 1, Keyboard 2, Drums, Percussion, Bass, Cello, Violin

||||||| ADDITIONAL RESOURCES |||||

♦ PRINTED ADVANCE PACK: \$95.00 each (immediate delivery - maximum 2 years prior to opening)
Consists of: one Piano Score, one Director Script, one Cast Script/Vocal Book

♦ EXTRA REHEARSAL WEEKS: \$100.00 per week
Early delivery of all printed materials

♦ ADDITIONAL PRINTED MATERIALS: (may require an additional shipping charge)
Cast Script / Vocal Book \$15.00 each
Director Script \$20.00 each
Orchestra Parts \$30.00 each
Piano Vocal Score \$40.00 each
Piano Conductor Score \$40.00 each
Full Piano Conductor Partitur Score \$125.00 each
Demo Cast Recording \$12.00 each

♦ TRANSPOSITION EXPRESS: (digital delivery)
Piano score only \$35.00 per song
Full orchestration \$100.00 per song

♦ REHEARSAL & PERFORMANCE PRODUCTS: (digital delivery)
Show/Ready \$300.00 rehearsal-only tracks, piano, bass, drums & click-track
Show/Ready & Stage/Tracks \$700.00 customizable performance tracks - full orchestration
Keyboard Patches \$400.00 Mainstage app & Mac computer required

♦ PRODUCTION PRO - DIGITAL SCRIPT & SCORE: (digital delivery)
Unlimited GB Shared Library \$199.00 iPad app to share your licensed digital script & score with automated scene breakdown. Share your library with your creative team or 100 users! Each user can edit/write their own blocking, notes, music cues, diagrams, etc.
Immediate access

♦ DIGITAL SCENIC PROJECTIONS PACKAGES: (digital delivery)
BMD Still ScenicProjections \$695.00 still image digital scenery backdrop replacement - delivered as a PowerPoint file
BMD Animated ScenicProjections \$995.00 cue-able, animated scenery - includes ProPresenter software (Apple or PC), StagePlayer software (iPad), or optional ETC Light board-compatible hardware

♦ CINEVATIVE - VIDEO MARKETING ESSENTIALS: (digital delivery)
Web Video \$199.00 end card includes 3 lines - text only - up to 22 characters each
HD Video \$299.00 end card includes 3 lines - text only - up to 22 characters each
Video/Voice-Over End Card Customization \$50/\$150 end card text plus: logo/graphics, font, colors, placement

♦ CHOREOGRAPHY STREAMING VIDEO BY TOP: (streaming delivery)
The Original Production 'TOP' \$449.00 immediate access; 3-4 hours of instructional video by Bway's SERGIO TURJILLO; multi-users; multi-platform

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Show|Ready™

SHOW | READY REHEARSAL TRACKS

Show | Ready's intuitive interface allows you to quickly change keys, adjust tempos, make cuts, and add vamps, repeats, and caesuras to your tracks. You can then save your session for further editing, or instantly send your changes out to your cast and crew so they can practice to the latest version of the show.

All shows include piano, bass, drums, click and vocal parts for individuals and ensembles. Cast members can mute or solo individual parts so everyone can hear exactly what they need, at any time, to help them learn the music. A digital copy of the piano/conductor score lets them follow along with the music.

Digital delivery

Stage|Tracks™

STAGE | TRACKS PERFORMANCE ACCOMPANIMENT

During the show, our intuitive interface helps your production run smoothly. Once you enter a vamp, the music won't move on until you say so. Once your scene change is complete, simply press a button to move on. Segues ensure gapless playback where you need it, removing awkward pauses between musical numbers.

That quality comes complete with astounding flexibility, as Stage | Tracks can be edited to integrate your individual changes from Show | Ready, right into your customized performance track.

Digital delivery

BMD SCENIC PROJECTIONS™

BMD DIGITAL SCENIC PROJECTIONS

BMD's still images (replaces backdrops) and cue-able animated videos are guaranteed to bring dynamic energy to your show. Whether it's between scene changes or during a scene, projections increase production value and create Broadway-quality visual storytelling.

Still Scenic Projections include an image for every setting mentioned in the script with Powerpoint files that allow customization for your production. Plug & Play! Animated Scenic Projections are delivered (software or hardware) pre-loaded with customizable cue timing.

> Still Images now included in Y@P materials!

Digital delivery



TOP - THE ORIGINAL PRODUCTION CHOREOGRAPHY VIDEOS

Step-by-step instruction from Broadway choreographers --- including a built-in slow-motion feature --- provides you and your cast the tools to execute each number in the show.

TOP content is available on mobile, tablet, and desktop devices. Share access with your cast and give them access anytime, anywhere!

- > immediate access
- > 3-4 hours of online instruction
- > multi-users
- > multi-platform

Streaming video delivery



CINEVATIVE - VME VIDEO MARKETING ESSENTIALS

Videos are available in HD or web resolution. "Basic" level versions include three lines of text of up to 22 characters each for group name, phone, website, etc. No adjustments may be made to font, color or placement.

"Custom" level versions allow you to include your logo and/or sponsor logos and to have VME customize the layout, fonts and colors of the end card information. Optional customized voice over tag announcing your name and info may also be included (add'l charge).

Digital delivery



SHOW LOGO TEE SHIRTS

Our officially licensed logo shirts include FREE CUSTOMIZATION for your production. Great for fundraising, backstage techs, or thespian pride, these black, 100% pre-shrunk cotton Gildan short-sleeved unisex tees will make your color logo pop. Your free custom imprint includes up to 4 lines --- 2 above/2 below the logo.

- > 3-4 week turnaround
- > FREE SHIPPING included! (continental USA)

Call or email your TRW rep for pricing



PRODUCTION PRO - DIGITAL SCRIPT & SCORE

This iPad app allows you to share a digital version of the script & score with your Creative Team --- or 100 users! Featuring automated scene breakdown, each user can edit/write their own blocking, notes, music, music cues, diagrams, etc. on their digital script/score. The app is a virtual binder enabling you to create a production library. Upload & tag reference videos, import designs, plots, documents, photos, headshots, etc. Give your Creative & SM Team a head start --- up to two years prior to opening!

Digital delivery



TRW'S KEYBOARD PATCH PRO

Today's Broadway orchestrators rely heavily on keyboard patches with specific instrument combinations, sound effects, tuning, etc. This vital product from TRW is the fast, easy and affordable solution to recreating these sounds in your pit and saving your Music Director hours of valuable time programming.

TRW's Keyboard Patches use the Broadway standard Mainstage 3 app, which is a tool for Mac (only) computers and laptops. For one flat price, this enhancement tool will take your orchestra's sound into the sonic stratosphere.

Digital delivery



BOOKTIX ONLINE TICKETING BOX OFFICE

BookTix is a simple, low-cost Box Office solution offering organizations the infrastructure audiences expect when purchasing tickets without the expenses that prohibit smaller companies from offering online sales.

Hundreds of unique features!

- > Nominal fee that includes the credit card processing fees
- > Free equipment and ticket stock

Click here for more info

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B. PRODUCTION TERMS ORDER FORM

I. Licensing Fee (required)

OPTION 1: CHOOSE ONE:

☒ Digital Performance Materials - OR - ☐ Printed Performance Materials
Immediate delivery, self-print

Shipped to arrive 2 calendar months before opening. Non-returnable - yours to keep!

- includes 4 performances
- includes rehearsal scripts
- includes orchestral scores

\$2030.00

(req'd)

OPTION 2: CHOOSE BOTH:

☐ Digital Performance Materials - AND - ☐ Printed Performance Materials add \$200.00 \$
Immediate delivery, self-print Shipped to arrive 2 calendar months before opening. Non-returnable - yours to keep!

Extra Rehearsal Weeks (early delivery of all printed books), for _____ weeks @ \$100.00 per week \$
Printed Advance Pack (script & score) @ \$95.00 (immediate delivery, S&H included) \$
For _____ additional PUBLIC performances @ \$270.00 per performance \$
For _____ final dress rehearsal, school assembly, etc. performances with no admission charge or donations @ \$125.00 \$

II. Additional Printed Materials (may require additional shipping charge)

For _____ cast script/vocal book @ \$15.00 \$
For _____ director script @ \$20.00 \$
For _____ orchestra pit book (please attach list) @ \$30.00 \$
For _____ piano vocal score @ \$40.00 \$
For _____ piano conductor score @ \$40.00 \$
For _____ demo cast recording @ \$12.00 \$

III. Resources

Full conductor score Partitur

☐ Digital Full Score \$125.00 \$
Immediate digital delivery - OR - ☐ Printed Full Score* \$125.00 \$
Contact your TRW rep for S&H rate

Production Pack (logo/graphics delivered digitally) \$ FREE

ROCS tracks packages (Right on Cue Services)

☒ Show/Ready \$300.00 \$
Rehearsal tracks - immediate digital delivery - OR - ☐ Show/Ready & Stage/Tracks Combo Package \$700.00 \$
Conversion from Rehearsal to Performance Tracks 30 days prior to opening
Orchestration Set pit books will not be provided

ROCS Stage/Tracks early conversion (prior to 30 day standard), for _____ months @ \$100.00 per month \$

BMD projections packages (Broadway Media Distribution)

Rehearsal content - immediate digital delivery. Conversion from Rehearsal to Performance content occurs 4 weeks prior to closing date

☐ Still ScenicProjections \$695.00 \$
- OR - ☐ Animated ScenicProjections \$995.00 \$

BMD ScenicProjections early conversion (please contact your TRW rep for pricing) \$

Keyboard Patch Pro @ \$400.00 \$

Production Pro iPad app digital script & score (immediate access digital shared library app) @ \$199.00 \$

Cinevative VME packages (Video Marketing Essentials)

☐ Web Video \$199.00 \$
end card includes 3 lines - text only - up to 22 characters - OR - ☐ HD Video \$299.00 \$
end card includes 3 lines - text only - up to 22 characters

☐ Video end card customization @ \$50.00 (includes end card text above plus: logo/graphics, font choice, colors, placement) \$

☐ Video voice over customization @ \$150.00 \$

TOP (The Original Production) step-by-step Broadway choreography videos @ \$449.00 \$

Immediate access 3-4 hours streaming video

NY state tax @ _____ % (this is the taxable portion of your Licensing Fee) \$ N/A
(*Tax required for New York state residents only - if exempt, please submit a copy of your Tax-Exempt Form with this Order Form)

*NY state tax @ _____ % (you must apply to all optional materials & resources *asterisked* above) \$ N/A
(*Tax required for New York state residents only - if exempt, please submit a copy of your Tax-Exempt Form with this Order Form)



Shipping (required for all PRINTED PERFORMANCE MATERIALS packages) @ \$75.00 \$ 0

TOTAL \$ 2330 *

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C. CONFIRMATION FORM

I. Payment (US dollars only)

TOTAL \$ 2330 ★

(total carried over from PART B Order Form, previous page)

☐ Organization Check or Money Order (made payable to "Theatrical Rights Worldwide")

☒ Purchase Order (US & Canadian school & government agencies may submit - with this executed Agreement - a signed, authorized institutional PO) 11895

☐ Credit Card

Number: _____

If you prefer to call with the card number: send this executed Agreement with (1) the last 4 digits written above,
(2) the expiration date, (3) totals to be charged, and (4) Cardholder Signature in the 'I authorize the charge above' area.

Security Code: _____ Expiration Date: _____

Name of cardholder (print): _____

Billing address (include postal/zip): _____

a.) The opening date of my production is **less than** 12 months from today:

Charge the full amount (fill in TOTAL ★ from above): \$ _____

or

b.) The opening date of my production is **more than** 12 months from today's date:

Charge a down payment of: \$ _____ (minimum \$500.00**)

AND automatically charge the balance due: \$ _____ 10 weeks prior to my opening date
(calculate the balance due as TOTAL ★ minus down payment)

CARDHOLDER SIGNATURE

I authorize the charge(s) above. Agreed and accepted: _____
(cardholder signature)

**Please remember: no materials will be provided until payment in full/PO is received.

II. Shipping Confirmation (printed performance material orders only)

(default shipment will be to the Licensee named in Part A unless an alternate address is entered below)

Shipping Name Randall K. Cooper High School Karen Wiebe

Address (no P.O. Boxes) 2855 Longbranch Rd.

City Union State KY Postal 41091

Daytime Phone Number (UPS contact) 859-384-5040

Email address (UPS contact) rhonda.pearson@boone.kyschools.us or

Karen.Wiebe@boone.kyschools.us

III. Acknowledgement

Your name (print) _____

Authorized Signature _____

Position/Title _____ Date _____

Your signature acknowledges that you are of legal age and have read, understood, and agree to all the terms as set forth in both the Licensing Terms and Conditions and Production Terms Rider of this License Agreement.

CHECKLIST FOR RETURN TO TRW

- ☐ 1 Do not announce, advertise, sell tickets, subscriptions, etc prior to TRW's confirmation
- ☐ 2 If your performance dates have changed please contact your TRW rep for clearance of new dates
- ☐ 3 If ordering PRINTED PERFORMANCE MATERIAL, you must include the Shipping Fee in your total
- ☐ 4 Choose payment method on this page in Section I, above, and sign section III, above
- ☐ 5 Return Part B & Part C (pages 3 & 4). Keep a copy for your records.
- ☐ 6 Return with payment via email, fax, mail, or snap clear pics with your smart phone!
- ☐ 7 After processing, TRW will email confirmation with a digital Production Pack (logos)

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attachment.

D. LICENSING TERMS AND CONDITIONS (continued)

Under no conditions can this License Agreement and/or the Performance Materials be assigned, sublicensed or transferred to any other person, corporation or entity. This License Agreement constitutes the entire understanding between the parties hereto and shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the State of New York in the City of New York or the United States District Court in the Southern District of New York and in no other forum.

You shall submit to us, within seven (7) days following demand by us, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance.

You agree to keep and maintain financial records in which you shall record all items in connection with the production and presentation of the Play. Such records shall be open during business hours for inspection by TRW or its representatives at your office, and TRW shall have the right to make copies of and take extracts from such records. TRW's right of the inspection under this License shall continue for twelve (12) months following the date of the last performance licensed under the terms of this agreement.

The rights granted herein are conditioned upon your fulfillment of all obligations set forth in this License Agreement, including the timely payment of all Fees in U.S. funds when due.

If you default in the execution of any of the terms of this License Agreement, then in addition to any and all other remedies which TRW might have at law, you agree that TRW shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse TRW for any expenses incurred by us in enforcing our rights herein, including, but not limited to attorneys' fees, telephone, fax, courier and postage charges, and collection expenses. You warrant and represent that the information you have provided TRW both orally and in writing is accurate and correct and you agree that in the event such information proves to be false or incorrect, or if you fail to fulfill or comply with any of the obligations, terms or conditions set forth herein, then this License Agreement shall automatically terminate, but you shall nevertheless remain liable for any payments which may be due TRW hereunder and all of our rights and remedies against you shall be preserved.

TRW makes no representations or warranties in connection with the Play or otherwise, other than that it has the right to enter into and perform this License Agreement.

All rights in and to the Play other than those specifically licensed to you under the terms of this License Agreement are reserved to TRW, with the unrestricted right on the part of TRW to use, exploit, or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License Agreement.

Licensee shall indemnify and hold harmless Licensor, the Authors and/or Copyright Owner(s), and their respective principals, officers, directors, agents, employees, representatives, administrators, trustees, beneficiaries, licensees, successors and assigns from and against any claim, costs, expenses and liabilities which may arise by reason of Licensee's breach or alleged breach or exercise of the terms or rights herein granted. Furthermore, Licensee shall indemnify and hold harmless Licensor, the Authors and/or Copyright Owner(s), and their respective principals, officers, directors, agents, employees, representatives, administrators, trustees, beneficiaries, licensees, successors and assigns from and against any claim, costs, expenses and liabilities (including injury, bodily harm, medical conditions, which may be incurred by the cast, crew, staff and audience and which may arise out of or in connection with presentation of the Play.

Licensee agrees that it shall be aware of and comply with all applicable federal, state and local ordinances and regulations as they pertain to social gathering and distancing restrictions as well as any other rules or guidance regarding the COVID-19 outbreak that may impact any aspect (including cast, crew, staff and audience) of Licensee's presentation of the Play.

You shall keep all terms and conditions of this License Agreement including all Fees contained herein strictly confidential.

Performance Materials

You understand that the performance materials cannot be used for any purpose other than as stated in this License Agreement and that you and/or anyone connected with your organization may not copy, reproduce, sell, electronically store, share, or post to the Internet or otherwise distribute such performance materials unless as permitted herein.

The performance materials are the ONLY acting edition authorized by the Author(s) and must be licensed from us as a condition of this License Agreement. We make no representation as to the adequacy or suitability of the performance materials. The Performance Materials can ONLY be used for the performance of the Play on the dates specified herein and cannot be used for any subsequent production, presentation or performance.

Provided we have received a signed copy of the Production Terms Order Form (Part B) and Confirmation Form (Part C) and the full applicable Fees required, the performance materials will be supplied approximately two months prior to the first performance in the case of Printed Materials or forthwith in the case of Digital Delivery. Please allow approximately five days for processing following receipt of your signed Production Terms Order Form, Confirmation Form, and payment.

If requested, a printed Advance Pack consisting of one (1) director script, one (1) cast script/vocal book, and one (1) piano score can be provided at an additional charge of ninety-five dollars (\$95). The Advance Pack is in addition to the full set of performance materials and will be shipped upon receipt of the signed copy of the Production Terms Order Form, Confirmation Form, and the payment of all other applicable fees (regardless of the number of weeks prior to the first performance).

If the full set of printed performance materials is needed in advance of the two-month period stated above, there is a charge of one-hundred dollars (\$100) for each extra week or part thereof.

You shall pay shipping charges for printed materials that we supply to you, as well as all customs charges, duties and the like in connection with shipment(s) of printed materials. We ship by U.S. Postal Service, UPS, Federal Express, or other carriers at our sole option.

You are not required to return printed performance materials.

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D. LICENSING TERMS AND CONDITIONS

Rights Granted/Rights Reserved/Copyright Requirements

You are hereby granted the non-exclusive right to present the live public performance of the play as named in and contained in the performance materials provided ("Play") and only for the number and dates of performances and at the venue as set forth in the Production Terms Rider herein.

You may not add new music, lyrics, dialogue or anything to the Play as provided for in the performance material. You may not delete in whole or in part any material as provided and you may not make changes of any kind, including but not limited to changes of music, lyrics or dialogue or change in the period, characters (including their gender), or characterizations in the presently existing Play.

You agree that any proposed change, addition, omission, interpolation, or alteration in the music, lyrics, or book of the Play shall first be submitted in writing to Theatrical Rights Worldwide (TRW). If permission is granted by the Authors, TRW will advise you in writing.

This License Agreement does not include the right to the original choreography, costume designs, staging, direction, or scenery designs of the Play and any use of said elements is strictly prohibited. TRW and/or the Authors shall not be obliged at any time to make any payment or offer rights participation to any person(s) whom you may hire to direct, choreograph, stage, design, or otherwise participate creatively with your production.

This license does not grant you, or any third party, the right to make, use and/or distribute any recording or reproduction of the Play or any portion of it by any means whatsoever, including, but not limited to videotape or video disc (DVD or digital), film, sound recording (CD), or other digital sequencing or storage/sequencing system. You shall not broadcast, transmit and/or electronically post any portion of the Play including, without limitation, musical selections by any means whatsoever, including but not limited to television, radio, satellite, pay or cable television, or the internet including but not limited to YouTube or iTunes.

You have the right for advertising and promotional purposes, to publicize your production via print, your organization's website, the Internet, radio and television (radio, television or Internet commercials shall be limited to excerpt usage of no more than 30 seconds).

You must give the author/creators billing credits as specified in Billing Credits (Part E) on the first page of credits in all programs, your organization's website and on posters, displays and in all other advertising announcements of any kind. Additionally, when providing cast/creative team bios in your program, you must include bios for the authors as found on our website at www.theatricalrights.com. You must include the following warning in your program: "The video or audio recording of this performance by any means is strictly prohibited."

You must give appropriate credit to Theatrical Rights Worldwide on all posters, fliers, advertisements, on your organization's website and on the title page of your programs in the following manner:

*"(Name of Play)" is presented through special arrangement with and all authorized performance materials are supplied by Theatrical Rights Worldwide
1180 Avenue of the Americas, Suite 640, New York, NY 10036. www.theatricalrights.com*

You are hereby granted the right to use the logo art as provided by TRW on all posters, fliers, advertisements, on your organization's website and on the title page of your programs.

You may not create merchandise based on the Play, whether for sale or distribution, without written permission and license from TRW.

Any original designs for artwork, logos or merchandise shall first be submitted in writing to TRW. If permission is granted to use original design, TRW will advise you in writing.

Any violation of these provisions is expressly prohibited by law and shall result in the automatic termination of this License Agreement. TRW reserves the right, in its sole discretion, to revoke this License Agreement by sending written notice to you at any time prior to TRW's receipt of the Production Terms Order Form (Part B) and a signed Confirmation Form (Part C) and payment in full.

Performance Terms and Conditions

TRW must receive a completed and signed copy of the Production Terms Order Form Part B and Confirmation Part C, accompanied by payment in full (for U.S. & Canadian schools and government agencies a signed, authorized institutional purchase order is acceptable for the licensing fees) by the expiration date indicated on the first page of the Production Terms Rider or prior to your first performance; whichever occurs sooner, or this License Agreement shall automatically terminate. You may not advertise, announce, sell tickets or present any performances until receipt and acknowledgement by us of the Production Terms Order Form, Confirmation Form, and payment.

If any of the conditions set forth in the Production Terms Rider or at any time during your performance run have changed in any way (including the cancellation or addition of performance(s), ticket price adjustments or change of performance dates or venue), you must notify TRW in writing immediately, and TRW must approve all such changes before they may take effect. You are advised that any changes made to the conditions set forth in the Production Terms Rider (Part A) may modify the Licensing Fee. Furthermore, if you cancel the entire performance, a cancellation fee of 10% of the total fees due for royalty, but in no event less than one-hundred-twenty-five dollars (\$125) per performance, will apply and forfeiture of the performance materials fees will occur in the event that performance materials have been supplied in any fashion. TRW must be notified in writing of any cancellations within seven (7) days of said cancellation. Furthermore, you understand that, even if you do not present the Play, you could be obligated to pay the fees set forth in this License Agreement.

Should you desire to present performances in addition to those provided for in the Production Terms Order Form (Part B), you agree to make additional royalty and other payments for any and all performances in addition to those already licensed. You agree not to announce, sell tickets or present the Play for such additional performances without the prior written permission of TRW and the payment of the additional fees due.

You shall not perform excerpts, scenes or musical numbers from the Play for promotional purposes, or in competitions, festivals or for any other reason without TRW's prior written consent.

You agree to reserve two (2) complimentary tickets (if requested) for the use of TRW and the Authors(s) for each performance and TRW agrees not to sell said tickets.

You shall forward to us at least one (1) copy of the program for your production not later than five (5) days following the opening performance, via mail or e-mail

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E. BILLING CREDITS

THE ADDAMS FAMILY School Edition
A NEW MUSICAL
Book by MARSHALL BRICKMAN and RICK ELICE
Music and Lyrics by ANDREW LIPPA

Based on Characters Created by Charles Addams

Originally produced on Broadway by Stuart Oken, Roy Furman, Michael Leavitt, Five Cent Productions, Stephen Schuler, Decca Theatricals, Scott M. Delman, Stuart Ditsky, Terry Allen Kramer, Stephanie P. McClelland, James L. Nederlander, Eva Price, Jam Theatricals/Mary LuRoffe, Pittsburgh CLO/Gutterman-Swinsky, Vivek Tiwary/Gary Kaplan, The Weinstein Company/Clarence, LLC, Adam Zotovich/Tribe Theatricals; By Special Arrangement with Elephant Eye Theatrical

NOTE: The names of the Composer, Lyricist, and Bookwriter shall be equal in size, type, coloring, boldness, and prominence. No billing shall appear in type larger or more prominent than the billing to the Authors except for the title of the play. The credit to the producer shall appear in a type size of no less than eight (8) point.

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## TRW BILLING

You are hereby granted the right to use the logo art as provided by TRW on all posters, fliers, advertisements, on your organization's website and on the title page of your programs. You must give the author/creators billing credits on the first page of credits in all programs, your organization's website and on posters, displays and in all other advertising announcements of any kind. Additionally, when providing cast/creative team bios in your program, you must include bios for the authors as found on our website at [www.theatricalrights.com](http://www.theatricalrights.com).

You must give appropriate credit to Theatrical Rights Worldwide on all posters, fliers, advertisements, on your organization's website and on the title page of your programs in the following manner:

THE ADDAMS FAMILY School Edition A NEW MUSICAL is presented through special arrangement with and all authorized performance materials are supplied by Theatrical Rights Worldwide 1180 Avenue of the Americas, Suite 640, New York, NY 10036.  
[www.theatricalrights.com](http://www.theatricalrights.com)

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RECORDING PROHIBITION

This license does not grant you**, or any third party, the right to make, use and/or distribute any recording or reproduction of the Play or any portion of it by any means whatsoever, including, but not limited to videotape or video disc (DVD or Digital), film, sound recording (CD), and other digital sequencing or storage/sequencing system. You shall not broadcast, transmit and/or electronically post any portion of the Play including, without limitation, musical selections by any means whatsoever, including but not limited to television, radio, satellite, pay or cable television or the Internet including but not limited to YouTube or iTunes.

You must include the following warning in your program:

"The video or audio recording of this performance by any means is strictly prohibited."

**except with certain titles, where a limited video license is available and you have executed that license

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ALL LICENSEES: SIGN & RETURN - ALONG WITH PRODUCTION TERMS ORDER FORM (PART B) AND CONFIRMATION FORM (PART C)

Exhibit 1: Advertising Restriction

The logo artwork comprised of the family members of THE ADDAMS FAMILY is the only authorized illustration, drawing, sketch or graphic of the family members. You are prohibited from modifying or changing the existing illustration as found in the authorized logo artwork as provided and you are further prohibited from creating an original illustration of the family members of THE ADDAMS FAMILY to serve as logo artwork for your production.

Any violation pertaining to the logo artwork will be deemed a willful infringement of the License and could subject You to termination of the rights as provide for herein.

This license does not grant you, or any third party, the right to make, use and/or distribute the "Addams Family Theme" by Vic Mizzy or any interpolations of same that appear in the original score of THE ADDAMS FAMILY in any advertisements or promotions connected with your license of the show. In accordance with the terms and conditions of this license, the use of the "Addams Family Theme" by Vic Mizzy or any interpolations of same that appear in the original score of THE ADDAMS FAMILY in any advertisements or promotions, in any media or format, including but not limited to the Internet (Websites, Social Media, YouTube), radio or television are strictly prohibited. If you would like to use the "Addams Family Theme" by Vic Mizzy in any advertisement of your production of THE ADDAMS FAMILY, contact Monica Corton at Next Decade Entertainment, Inc. at mcorton@nextdecade-ent.com

Producer - Signature

Date

When signed and dated this Restricted Streaming License (hereinafter referred to as the "Streaming License") shall serve as an amendment to the Production License Agreement (hereinafter referred to as the "AGREEMENT") dated as of: 8/28/2020 by and between THEATRICAL RIGHTS WORLDWIDE, LLC 1180 Avenue of the Americas, Suite 640, New York, NY 10036 (hereinafter referred to as the "Licensor" or "TRW") and

Organization Randall K Cooper High School
Address 2855 Longbranch Road
City, State, Postal Union, KY 41091 US

(hereinafter referred to as "Licensee") for the Licensee to produce and present a production of the dramatico-musical work entitled

The Addams Family School Edition 4/22/2021 - 4/24/2021

(hereinafter referred to as the "Play") and to make available for viewing remotely on the TRW authorized BookTix Live streaming platform (hereinafter referred to as "Stream") as follows:

TRW, on behalf of the Authors of the Play, has agreed to grant to Licensee the non-exclusive right to Stream their production of the Play subject to the following terms and conditions:

1. A. Live performance of the Play presented live at your venue.

Licensee warrants, represents and agrees that the performance of the Play shall be presented live at your venue as detailed in the Agreement and Licensor shall permit Licensee to

- i. Livestream (broadcast live) one or more performances which shall be open to in-house audience attendees along with Stream viewers, or for Stream viewers only.
- ii. Capture one or more performances (either in front of an audience or a recording session onstage at your venue) and schedule a Stream to occur during the performance dates as set forth in the Agreement.
- iii. ~~Capture one or more performances (either in front of an audience or a recording session onstage at your venue) and make the Stream available on demand for up to one (1) year from the last performance date as set forth in the Agreement.~~

B. Live performance of the Play presented by Performance In Isolation.

- i. Capture one or more performances incorporating performers in isolation and edit the content of the Performance In Isolation to serve as a Stream. Once edited, schedule the Stream to occur during the performance dates as set forth in the Agreement.
- ii. ~~Make the Performance In Isolation Stream available on demand for up to one (1) year from the last performance date as set forth in the Agreement.~~
- iii. Under no conditions or circumstances may Licensee have an audience in attendance at their venue during the live performance of the Play.

2. Licensee warrants, represents and agrees that the performance of the Play shall be limited to and shall only occur on the date(s) as detailed in the Agreement. No additional performances beyond what is set forth in the Agreement shall be permitted. No changes of any kind shall be made to the book, music or lyrics of the Play and no editing to the book, music or lyrics can be permitted to accommodate the Stream.

3. Licensee warrants, represents and agrees that other than the Stream conditions as contained in Paragraph 1 herein, it shall not film, record, videotape, digitally capture, distribute, sell, reproduce, electronically post to the Internet (including but not limited to YouTube, Vimeo, Google Classroom, or Facebook) or televise by any means whatsoever all (or any portion) of the Play.

4. Licensee must employ the services of BookTix Live Streaming service. BookTix is the sole and exclusive Stream service available for use with your Agreement. BookTix shall assure that the Stream cannot be saved or downloaded, in any format, to any device in any manner. Failure to employ the services of BookTix shall result in the immediate withdrawal of the rights provided herein with no further obligation to Licensor. Furthermore, Licensee is required to provide TRW with Box Office records regarding the Stream.

5. Licensee shall cause to have the Stream of their performance of the Play viewed by invitation only to ticket holders for the performance(s) of the Play who select the option to view the live performance by means of the Stream. All proceeds realized by Licensee from the transmission of the Stream shall be reported to Licensor no later than seven (7) days following the date(s) of the Stream of the Play. Said proceeds shall be subject to the review of Licensor and may affect the royalty fee assessed for Licensee's production of the Play.

6. Under no circumstances can the viewers of the Stream, as determined by the combination of in-house ticket buyers and Stream purchasers, be greater than the seating capacity of the theatre/venue as provided for in the Agreement. Furthermore, Licensee is prohibited, without prior written approval of the Licensor, from increasing the cost of viewership of the Stream above that price of the tickets to attend the Play as provided for in the Agreement.

7. Licensee, in working with BookTix, shall assign a password to the Stream that can only be made available to ticket holders for the Play who have been sent an invitation to view the Stream or to purchasers of the Stream.

8. Licensee shall provide, at no charge, the link and password to Licensor for use by Licensor and the authors (up to five users) to allow for viewing of the Stream of the performance(s) of the Play.

9. Licensee shall limit advertising, marketing and promotion of the Stream to its customary local outlets and owned and operated social media accounts. Under no circumstances may Licensee advertise or sell tickets for the Stream regionally or nationally. Furthermore, no advertising or publicity of any type for the Stream can be placed with national media outlets such as Playbill or Broadway World.

10. Licensee shall indemnify and hold harmless TRW, its respective officers, directors, employees, successors and assigns, and the Authors of the Play from any and all claims, liability, losses, damages and expenses including, without limitation, reasonable attorney's fees, arising from any breach of Licensee's warranties, representations or covenants under this Streaming License, or in any way resulting from or connected with the Stream.

11. Licensee acknowledges that the rights herein granted by TRW are unique and of extraordinary value and that a breach of this Streaming License by Licensee would cause TRW and the Authors of the Play, irreparable damage. Accordingly, in the event of any actual or threatened breach, this Streaming License shall be terminable at the election of TRW and in such event, Licensee shall immediately end all plans to Stream their performance(s) of the Play. In addition to all other remedies, TRW shall have the right to injunctive or other equitable relief. The provisions of this Paragraph 11 shall survive the expiration or termination of this Streaming License.

12. Licensee represents, warrants and agrees that it has the full right, power and authority to enter into and perform this Streaming License, and that it shall, at its sole cost and expense, secure any and all other consents, clearances and rights which may be required in connection with the Stream of their performance(s) of the Play.

13. This Streaming License sets forth the entire understanding of the parties hereto with respect to its subject matter, and may not be modified or amended, and none of its provisions may be waived, except in writing signed by both parties or their duly authorized representatives.

14. This Streaming License shall be construed under the laws of the State of New York applicable to contracts entered into and to be fully performed therein, and all disputes with respect to the interpretation and/or enforcement of this Streaming License shall be referred to the State or Federal Courts located in New York, New York. Both parties agree to submit themselves to the jurisdiction of such courts.
15. Licensee shall include the following language at the beginning of the Stream event of their performance(s) of the Play:
©year. This production was Stream viewed by special arrangement with THEATRICAL RIGHTS WORLDWIDE on behalf of the authors of the Play. All Rights Reserved. This Stream is provided to you for private, home viewing purposes only. By accepting this Stream event, you agree not to authorize or permit the Stream to be stored, downloaded, copied, distributed, broadcast, telecast or otherwise exploited, in whole or in part, in any media now known or hereafter developed.
16. Licensee shall include the full author billing credits, as specified in the Agreement, at the beginning of the Stream of their performance(s) of the Play.
17. Licensee shall include the following credit to Theatrical Rights Worldwide, at the beginning of the Live Stream event of their performance(s) of the Play:
Stream of (Name of Play) is presented by special arrangement with and all authorized materials are supplied by Theatrical Rights Worldwide,
1180 Avenue Of The Americas, New York, NY 10036 www.theatricalrights.com
18. Licensee acknowledges and accepts that Licensor has provided permission to Licensee to Stream the Play solely as a result of the circumstances of the coronavirus crisis and this one-time permission shall not be deemed a precedent for any future situation.
19. Licensee warrants, represents and agrees that it shall comply with all federal, state and local laws applicable to its production of the Play including regulations and ordinances pertaining to social gathering restrictions or any other rules or guidance concerning the COVID-19 pandemic. Such compliance shall involve Licensee's rehearsals, performances and in-house audiences. By permitting Licensee to Stream its production of the Play, Licensor makes no representation or assessment of the legality or judgment of Licensee's decision to proceed with its production.

Anything to the contrary notwithstanding, all other terms and conditions of the Agreement shall remain the same and in full force and effect.

Agreed and accepted by:

Organization Name

Licensee name - printed

Licensee name - signature

Title/position within organization

Date



BookTixLive

Let BookTix handle the technical side of streaming

Built with all of the innovation, security and customer service you have come to expect from



Shoot

We help you determine the right equipment for your theater venue and walk you through configuring your streaming hardware and software to send the feed to BookTix.



Stream

We take your live show input and process it on our secure servers. We ensure your packaged stream is protected and meets licensing requirements.



Show

We then distribute secure links to your ticket buyers to view the stream on their computers and mobile devices in your virtual theater portal hosted on our website.