



Kenton County School District | It's about ALL kids.

THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

October 13, 2020

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract with Steele Spring Stage Rights for perform the production of Winter Wonderettes in December 2020. The show will be produced by the Dixie Height Drama Department.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Each year the Dixie Heights Drama Department produces and performs a variety of shows including, but not limited to, first run Broadway shows. In December of 2020, the Dixie Drama Department would like to perform/produce the musical production of Winter Wonderettes. A detailed plan will be submitted to address the issues of social distancing, mask wearing, etc. and to make sure the show can be produced, rehearsed and performed in a manner that ensures health and safety for all involved according to the most current guidelines.

FISCAL/BUDGETARY IMPACT:

All expenses and monies collected for the show will be paid from the Dixie Heights Drama Department. Expenses will include the rights to the show, props, costumes, sets, lighting, makeup, advertising, etc. Proceeds from ticket sales will benefit the Dixie Heights Drama Department.

RECOMMENDATION:

Approval of the Dixie Heights Drama Department to contract with Steele Spring Stage Rights to produce and perform the winter production of Winter Wonderettes.

CONTACT PERSON:

Alex Koenig

Principal/Administrator

District Administrator

Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. Principal -complete, print, sign and send to your Director. Director -if approved, sign and put in the Superintendent's mailbox.

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn "The Kenton County Board of Education provides Equal Education & Employment Opportunities."

Production License Page 1 of 6

Account Number: C1603

Account Representative: Melody Fernandez melody@stagerights.com



COMPANY: **Dixie Heights High School**

SHOW: **Winter Wonderettes**

Licensee

Theater Company: Dixie Heights High School
Contact Name: Alexander Koenig
Contact Title: Theatre Teacher & Director
Mailing Address: 3010 Dixie Hwy
Edgewood, KY 41017
Website: www.kenton.k12.ky.us/1/Home
Email: alex.koenig@kenton.kyschools.us
Phone: (859) 866-0902 Ext:

Venue: Dixie Heights High School, Edgewood, KY
Contract Issue Date: 10/8/2020
Performance Dates: 12/10/2020 - 12/12/2020
Date of First Rehearsal: 10/19/2020
Number of Performances: 4

Please make approved corrections to the above information before returning your signed agreement. Any change to performance dates must be approved in writing by Stage Rights.

Terms

Royalty

A **guarantee of \$150 per performance against 14%** of the Gross Weekly Box Office Receipts (GWBOR), whichever is **greater** of the Show (hereinafter referred to as the "Play") hereunder is required. The GWBOR also includes the pro-rata share of all season ticket sales.

A **Royalty Advance of \$600** is required to secure your rights.

Balance of Royalty Guarantee is due: N/A

Materials

WINTER WONDERETTES Standard Materials Package includes:

Performance Package: 8 Production Scripts, 1 Piano/Vocal Score, 4 Vocal Scores

Orchestral Combo Package:

1 Piano/Conductor Score, 1 Guitar Part, 1 Bass Part, 1 Drum Part, 1 Reed Part

We offer two material options for your convenience:

Printed materials are new and provided to you on unbound three-hole punched loose-leaf paper. They are yours to keep.

Digital materials are sent to you via email and available for you to download and print on demand.

This Materials Package is the only performance edition authorized by the Author(s) and must be purchased from us as a condition of this offering.

Performance tracks are available for "Winter Wonderettes". Should you decide to use them for your production, a performance track fee of \$400 will be due. This fee is for the licensed number of performances agreed to in this contract only. Additional money will be owed based on the number of performances added beyond the 4 performances contracted herein.

After payment is received, materials will ship two (2) months prior to your first performance, unless other arrangements have been made. **An Advance Pack is available for "Winter Wonderettes"**. Should you be interested in this option, select it on Page 2 of this agreement. Advance Packs are shipped upon receipt of signed production license and payment

Important Due Dates

| <u>DATE</u> | <u>DUE</u> |
|-------------|-------------------------|
| 11/10/20 | Signed License |
| 11/10/20 | Royalty Advance |
| 11/10/20 | Additional Payments |
| N/A | Balance of Guarantee |
| 12/18/20 | First Box Office Report |
| 12/18/20 | Final Box Office Report |

Production Rights are not secured until both signed production license and royalty advance are received (SEE PAGES TWO & THREE).
STATEMENT OF CONFIDENTIALITY: The contents of this document and any attachments are confidential and intended solely for addressee. The information is legally privileged.

YOU MUST COMPLETE AND RETURN PAGES TWO & THREE WITH ROYALTY ADVANCE BY NOVEMBER 10, 2020

Production License Page 2 of 6

Account Number: C1603

Account Representative: Melody Fernandez melody@stagerights.com



COMPANY: **Dixie Heights High School**

SHOW: **Winter Wonderettes**

SECTION 1 - PAY NOW

Royalty Advance with Signed Production License due by Nov 10, 2020

Royalty Advance..... \$600.00

Advance Pack

Advance Pack (Optional)..... \$95.00

Contains a production script and score to help your director, musical director, and creative team get started on your production. Sent upon receipt of signed agreement and both the royalty and advance pack payment.

TOTAL PAYMENT DUE Nov 10, 2020

\$ _____

SECTION 2 - PAY LATER

Additional Payments due by Nov 10, 2020

Required Materials (Choose One)

- Digital Materials \$900.00 Provided via email as downloadable PDF files for you to print in-house. \$ _____ +
- Printed Materials \$1,100.00 Provided on unbound three-hole punched loose-leaf paper for you to keep. \$ _____ +

Optional Materials

- Customizable Poster & Layered Artwork \$175.00 Powerful and easy-to-use online poster & full artwork design: customize with your theater info, create and print posters and all marketing pieces. (\$125. for Educators) \$ _____ +
- Original Cast Album \$22.00 Original Cast Album \$ _____ +
- Performance Tracks \$400.00 The amount due is based on the number of performances contracted and specified on page 1 of this agreement. Should additional performances be added at any time, additional fees for use of performance tracks will be due. \$ _____ +
- Rehearsal Tracks \$600.00 Tracks for each role with the individual character played at full volume. \$ _____ +
- Stage Mgr. Script \$25.00 One single-sided script with room for cues, on three-hole punched loose-leaf paper. \$ _____ +

Additional Royalties

- Balance of Royalty Guarantee n/a Balance of Royalty Guarantee (See Page 1). \$ _____ +

Other Fees

- Shipping \$55.00 Select this item only if ordering Printed Materials. Materials will be shipped USPS Priority Mail. (International shipments will cost an additional \$50) \$ _____ +

TOTAL ADDITIONAL PAYMENT DUE NOV 10, 2020

\$ _____

Please select a payment method for the additional payment due:

- Invoice me
- Check enclosed
- I authorize Stage Rights to charge the credit card above for the additional payments due on Nov 10, 2020.

YOU MUST COMPLETE AND RETURN PAGES TWO & THREE WITH ROYALTY ADVANCE BY NOVEMBER 10, 2020

Production License Page 3 of 6

Account Number: C1603

Account Representative: Melody Fernandez melody@stagerights.com



COMPANY: **Dixie Heights High School**

SHOW: **Winter Wonderettes**

PAYMENT & ACCEPTANCE

Payment

PAY FOR SECTION 1 NOW

PAY FOR SECTIONS 1 & 2 NOW

CHECK or MONEY ORDER (Make payable to STAGE RIGHTS)

CREDIT CARD*:

VISA

MASTERCARD

AMERICAN EXPRESS

DISCOVER

*PLEASE NOTE: A 3% CONVENIENCE FEE IS ADDED TO ALL CREDIT CARD TRANSACTIONS. ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK.

Card Number: _____ Exp. Date: _____ CVV Code: _____

Name on Card: _____

Billing Address: _____

Signature: _____

PURCHASE ORDER: For schools and government agencies ONLY, a signed, authorized purchase order is acceptable for payment.

Acceptance

Your signature indicates that you agree to abide by all terms and conditions set forth in this Production License and attached Riders.

Your signature acknowledges that:

- a) you have read and understood the terms, conditions, and provisions set forth herein;
- b) you are authorized to enter into the Production License on behalf of Licensee; and
- c) you agree to the terms, conditions, and provisions contained herein on behalf of Licensee

PRINT YOUR NAME: _____ TITLE: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

SHIPPING ADDRESS: _____

CITY: _____ STATE: _____ ZIP/POSTAL CODE: _____

YOU MUST COMPLETE AND RETURN PAGES TWO & THREE WITH ROYALTY ADVANCE BY NOVEMBER 10, 2020

Production License Page 4 of 6

Account Number: C1603

Account Representative: Melody Fernandez melody@stagerights.com



COMPANY: **Dixie Heights High School**

SHOW: **Winter Wonderettes**

Your signature on the acceptance section of this Production License (page 3) acknowledges that:

- a) you have read and understood the terms, conditions, and provisions set forth below;
- b) you are authorized to enter into the Production License on behalf of Licensee; and
- c) you agree to the terms, conditions, and provisions contained herein on behalf of Licensee

Royalty Provisions

CONTRACT DATED OCT 8, 2020 BETWEEN STAGE RIGHTS ("LICENSOR") AND
DIXIE HEIGHTS HIGH SCHOOL ("YOU" AND/OR "LICENSEE")

1. ROYALTY

- A. Royalty: A guarantee of **\$150 per performance against 14%** of the Gross Weekly Box Office Receipts (GWBOR), whichever is **greater** of the Show (hereinafter referred to as the "Play") hereunder is required. The GWBOR also includes the pro-rata share of all season ticket sales.
- B. No later than five (5) business days after the final performance of each calendar week of the production covered herein, Licensee agrees to forward to Licensor, either by postal or electronic mail, or fax, a detailed box office statement of each week, signed by the treasurer(s) of the theater in which the performances are given, and countersigned by Producer or his duly authorized representative and accompanied by any and all royalty amounts due above and beyond the royalty advance set forth on page one of this agreement. (Royalty due is the greater of the minimum guarantee or the quoted box office percentage on Page 1.)
 - a. Failure to supply box office statements and outstanding monies due to Stage Rights in a timely fashion will result in Licensee being charged late fees at Licensor's discretion. The following fee schedule may apply:
 - i. Upon box office statements and/or royalty payments reaching thirty (30) days beyond due date, Licensee will accrue a penalty of ten percent (10%) of the royalties payable to Stage Rights. This penalty must be paid in addition to any and all sums shown to be due to Stage Rights.
 - ii. Upon box office statements and/or royalty payments reaching sixty (60) days beyond due date, Licensee will be charged at full price/full capacity rates (provided by Licensee in Production Application). Licensee will be fully responsible for the payment of any and all late fees determined by Stage Rights.
 - iii. Outstanding accounts left unpaid after ninety (90) days will be forwarded to a collections agency for recovery. A collection fee of no less than twenty-five percent (25%) of the total owed (including all late fees) will be charged to Licensees that require us to take collection action to resolve filing and payment delinquencies.
- C. "Gross Weekly Box Office Receipts" is defined as any and all sums derived by Licensee from the sales of tickets to performances of the Play as of the end of each calendar week after the deduction of: all applicable Federal and other admission taxes and similar taxes, if any, which may be now or hereafter imposed by any governmental authority upon admissions, including also value added taxes; and customary and reasonable fees or commissions paid to third parties in connection with theatre parties, group sales, benefits, credit card organizations, automated ticket distribution and remote box offices; any amusement tax now or hereafter imposed on theater tickets; any amounts received for Actors Fund benefit performances which are paid over to the Actors Fund; with respect to any production of the Play in the British Isles, any library discounts, entertainment tax and value added tax. Any theatre restoration fees must be clearly delineated on the surface of each ticket sold. Allowable deductions may not exceed a total of 5% of gross weekly box office receipts.
- D. Licensees with Flat Royalty Fees Only: No later than five (5) business days after the final performance of the production covered herein, Licensee agrees to forward to Licensor, by e-mail, a final confirmation of all dates and number of performances.
- E. Time is of the essence for all obligations set forth in this Production License.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

Production License Page 5 of 6

Account Number: C1603

Account Representative: Melody Fernandez melody@stagerights.com



COMPANY: ***Dixie Heights High School***

SHOW: ***Winter Wonderettes***

Copyright Provisions

Any violation of these provisions shall automatically terminate this License.

1. Rights Granted: This License, granted to You, allows the public performance of the Play as represented in the printed materials under the following terms and conditions. This License does not include the right to original artwork designs, costume designs or scenery designs of the Play unless You pay Stage Rights the applicable fee prior to use.
2. Changing the Play: Under federal law, You may not make any changes, including but not limited to the following:
 - a. You may not add new music, dialogue, lyrics, or anything to the text included with the materials.
 - b. You may not delete, in whole or in part, any material in the existing Play.
 - c. You may not make changes of any kind, including but not limited to changes of music, lyrics or dialogue, gender changes, or change in the period, characters, stage directions, or characterizations in the presently existing Play.
 - d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to Stage Rights so that the written consent of the Author(s), if granted, may be obtained by Stage Rights.
 - e. Any changes, alterations and/or modifications, which are approved by Licensor, shall become the property of the Author(s), who is/are the current owner of the copyright therein.
 - f. You understand that the materials for the Play will not be used for any other purpose other than that stated herein and shall not be copied, reproduced, sold, or otherwise distributed by You or by any other third parties.
 - g. Stage Rights and the Copyright Owner(s) shall not be obliged at any time to offer royalty participation or make any payment to any person whom You may hire to direct, choreograph, stage, design, or otherwise actualize your production unless that person has entered into a bona fide collaboration agreement directly with the Copyright Owner(s).
 - h. By signing the Production License, you agree to review the terms of this Production License with the entire creative team of this production, and represent they are aware that no changes may be made to the Play without the written consent of the Author(s).
3. Recording/Reproduction (Audio, Video, Computer Sequencing, etc.)
 - a. Recording: This License does not grant You the right to make and/or distribute a mechanical recording (rehearsal, performance, or otherwise) of the Play or any portion of it by any means whatsoever, including but not limited to: audiocassette, videotape, film, CD, DVD, and/or other digital sequencing.
 - b. Broadcast: Except for the usual right to advertise and publicize the Play by means of print, radio, and television (in which no radio or television commercial shall contain excerpts of more than 30 seconds), this license does not allow You to broadcast, televise, and/or electronically post on the Internet any part of the Play, either audio or visual or both, including, without limitation, musical selections.
 - c. Archival Footage: Requests to record an archival copy of your production are handled on a case-by-case basis and must be approved by Stage Rights. Contact your account representative for more information.
4. Program/Poster/Advertising Credits: Please refer to the attached License Riders for all requirements pertaining to Program, Poster, and Advertising Credits.

License Provisions

1. Changes: If any of the conditions set forth in the Production License have changed in any way (including cancellation or addition of performance(s), ticket price adjustments, or change of venue), You must notify Stage Rights in writing immediately, and Stage Rights must approve all changes before they may take effect. Such changes may alter the fees quoted in the Production Contract. Cancellation fees of not less than three-hundred dollars (\$300.00) may apply.
2. Expiration Date and Cancellation of License: Stage Rights must receive a signed copy of the Production License, accompanied by payment of Royalty Advance, by the due date indicated on the first page of the Production License, or You will be deemed to be unlicensed. Stage Rights reserves the right, in its sole discretion, to revoke this Production License by sending written notice to You at any time. You agree not to advertise, announce, present, or sell tickets for any performances until You are licensed as provided above.
 - a. In the event that a First-Class or Second-Class Tour of the Play is routed through your territory, a temporary suspension of any PR and marketing campaigns may be required through completion of touring productions in your territory.
 - b. Your territory includes all land within a forty-five (45) mile radius of your specified venue.
3. Additional Performances: Should You desire to present performances in addition to those provided for in the Production License, You agree to enter into a new agreement with us and to make additional royalty and rental payments for any and all performances in addition to those already licensed by us. You agree not to announce, present, or sell tickets for such additional performances without our prior written permission and payment of the additional royalty and fees due.
4. Complimentary Tickets: You agree that Licensor, on a 48-hour advance notice, shall be entitled to four (4) complimentary tickets (if requested) per show. These tickets shall be unobstructed view seating, preferably in the first ten (10) rows and center section of the venue. At no time shall Licensor or Author(s) be refused admittance to the theater during a performance presented by the Licensee.
5. Correspondence: You agree to receive correspondence from Stage Rights that pertains to your production as well as information about Stage Rights titles and products. This includes but is not limited to electronic mailings of our catalog, newsletter, and new perusals.
6. Accounting: You shall submit to us, within five (5) 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 full and regular books and records in which you shall record all items in connection with the production and presentation of the Play. Such books and records shall be open at all reasonable business hours for inspection by Stage Rights or our representatives at your office, and Stage Rights shall have the right to make copies of and take extracts from such books and records. Stage Rights's rights under this License shall continue for eighteen (18) months following the date of the last performance licensed under the terms of this agreement.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

Production License Page 6 of 6

Account Number: C1603

Account Representative: Melody Fernandez melody@stagerights.com



COMPANY: **Dixie Heights High School**

SHOW: **Winter Wonderettes**

7. Default: This License is conditioned upon your fulfillment of all obligations set forth herein, including the prompt payment of all rental, royalty, and security fees in U.S. funds when due. Unless all of your obligations have been fulfilled, this License will terminate automatically. Nevertheless, You will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If You default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse us for any expenses incurred by us in enforcing our rights under this License, including but not limited to: attorneys' fees, telephone, fax, and postage charges, and collection expenses.
8. Warranty: We warrant that, on behalf of the Copyright Owner(s) in the Play, we are authorized to grant this License to You. We make no other warranties.
9. Reserved Rights: All rights in and to the Play other than those specifically licensed to You under the terms of this License agreement are reserved to us, with the unrestricted right on our part 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.
10. Transfer of Rights: Under no conditions can this License be assigned or transferred without our written consent. This License shall be deemed to have been made in California and shall be governed by California law applicable to agreements duly executed within the state of California. Any dispute arising out of or under this agreement shall be litigated only in the courts of the City of Los Angeles or State of California and in no other forum.
11. Indemnification of Licensor: Licensee agrees to be solely liable for all costs incurred in connection with any presentation of the Play and Licensee shall indemnify and hold Licensor harmless from any claims arising therefrom. Absolutely no partnership or joint venture of any kind between the parties herein is intended or inferred, and shall not exist at any time during the course of this agreement.
12. Riders: All provisions set forth in the following attached Riders shall be strictly complied with.
13. This Agreement supersedes any and all agreements (oral or otherwise) entered into prior to execution of this Production License.

Materials/Production Resources Purchase Provisions

1. Delivery: Provided Stage Rights has received a signed copy of the Production Contract, the full royalty advance, and materials fee, the materials will be shipped approximately two (2) months prior to the first performance. Please allow up to ten (10) days for delivery.
2. Suitability: Stage Rights makes no representation as to the adequacy and/or suitability of the materials indicated above. Any missing or damaged materials must be reported to Stage Rights within forty-eight (48) hours after your receipt of them. All materials will be new and unused. All materials are provided as-is.
3. Shipping Charges: Unless otherwise stipulated, You shall pay shipping charges for materials that Stage Rights supplies to you, as well as all customs charges, duties, and the like in connection with shipments of materials outside of the United States. Stage Rights ships by U.S. Mail and FedEx. Any expense that Stage Rights incurs with respect to the delivery of the materials shall be charged to You; You agree upon demand promptly to reimburse Stage Rights for the full amount of such expense.
4. Return of Materials: Materials are yours to keep. Returned materials are not subject to any type of reimbursement of funds.
5. Cancellation: The fee for purchase of materials is required under any and all conditions, notwithstanding the non-use of said materials. Furthermore, You understand that, even if You do not present the Play, You could be obligated for the materials fees set forth in this Production License.
6. Permitted Use: You understand that the Play materials cannot be used for any purpose other than as stated in this License and that You and/or anyone connected with your organization may not copy, reproduce, sell, or otherwise distribute such materials.
7. Performance Tracks: **Performance tracks are available for "Winter Wonderettes"**. Should you decide to use them for your production, a performance track fee of \$400 will be due. This fee is for the licensed number of performances agreed to in this contract only. Additional money will be owed based on the number of performances added beyond the 4 performances contracted herein.

Production Venue Provisions

1. International Productions
 - a. Materials: Printed materials are not available for productions outside of the United States and Canada. All materials for such productions shall be in digital form and delivered two (2) months prior to your opening night.
 - b. Payment: All materials, royalties, and other payments due to Stage Rights shall be invoiced to You via PayPal. We do not accept checks or money orders from foreign entities. A conversion charge may be associated with all foreign monies owed.
 - c. It is the policy of Stage Rights to require all fees owed by international clients to be paid in advance of first rehearsal. Failure to pay all fees in advance of first rehearsal will result in this license being revoked.
2. Dinner Theaters
 - a. Gross Weekly Box Office Receipts (GWBOR) for theater portion of ticket may not be less than sixty percent (60%) of the total ticket price collected. This must be reflected in your weekly Box Office Reports.
3. Additional/Multiple Venues
 - a. You may not take any production licensed through Stage Rights on tour or produce the show at any venue not specified within this contract without first obtaining the express permission of Stage Rights. Licensee must provide full list of all venues and number of performances to be held at each venue, prior to first rehearsal.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

License Rider



SHOW: *Winter Wonderettes*

Credit Rider

1. You agree to bill the Play and the Author(s) and all other parties specified below in all programs, houseboards, displays, and in all advertising, and all paid publicity, specified below as follows:

| CREDIT | SIZE TYPE |
|--|-------------|
| WINTER WONDERETTES | 100% |
| Written & Created by Roger Bean | 50% |
| Vocal Arrangements by Roger Bean & Brian Baker | 25% |
| Musical Arrangements by Brian Baker | |

2. You also agree to include the following on the title page of any program, separated by a line from other staff, as follows:

Winter Wonderettes premiered at Milwaukee Repertory Theater.
Joseph Hanreddy, Artistic Director and Timothy J. Shields, Managing Director.

and the following at the bottom of all posters, fliers, and the title page of any program:

Presented by special arrangement with Stage Rights (www.stagerights.com)

3. In addition, the Author(s) biography (attached RIDER EXHIBIT "A") must appear in all programs of the Play:

The most recent version of the Author's bio can be found on our website at www.stagerights.com or obtained by request from Stage Rights.

4. All music credits (attached RIDER EXHIBIT "B") must be printed in the program.

A digital version can be found on our website at www.stagerights.com or obtained by request from Stage Rights.

5. You must include the following warning in your program:

"The videotaping or other video or audio recording of this production is strictly prohibited."

6. Merchandise: You may not create merchandise based on the play, whether for sale or distribution, without written permission from Stage Rights acting on behalf of the Copyright Owner(s) or their duly authorized representatives.

7. A scanned copy of the title page and Author's bio from your playbills/programs, digital versions of clippings of all generated media, and high resolution photographs (300dpi or better; with approval for PR use) must be emailed at the end of the run to: licensing@stagerights.com.

8. If your theater is active on Social Media, please be sure to:

- Like us on Facebook: www.facebook.com/stagerights
- Follow us on Twitter, @StageRightsLA: www.twitter.com/StageRightsLA
- Follow us on Instagram, stagerights: www.instagram.com/stagerights/

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

License Rider



SHOW: ***Winter Wonderettes***

Rider Exhibit "A"

(Author's bios must be included in all playbills/programs)

Roger Bean created the long-running hit *The Marvelous Wonderettes* (over 1,200 performances Off-Broadway), along with the sequels *Wonderettes: Caps & Gowns*, *Winter Wonderettes*, *Wonderettes: Dream On*, and the new large-cast *Wonderettes: Glee Club Edition*. Original cast albums for all *Wonderettes* shows are available from iTunes and Amazon. *The Marvelous Wonderettes* received the 2007 LA Ovation Award for Best Musical for its record-breaking Los Angeles run and continues to be an audience favorite in theatre companies throughout the country. Mr. Bean's do-wop hit *Life Could Be A Dream* had a record-breaking 12-month run in Los Angeles, receiving the Los Angeles Drama Critics Circle Award, the LA Weekly Theatre Award, and the Backstage Garland Award for Outstanding Musical. Other popular musicals created by Mr. Bean include *The Andrews Brothers*, *Summer of Love*, *Route 66*, *Honky Tonk Laundry*, and *Why Do Fools Fall In Love?*, all published by Stage Rights. More info at www.rogerbean.com

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

SHOW: ***Winter Wonderettes***

Rider Exhibit "B"

(Publishing credits must be included in all playbills/programs.)

WINTER WONDERETTES MUSIC

Music Clearance by Rubicon II Music Clearance, Burbank, CA.

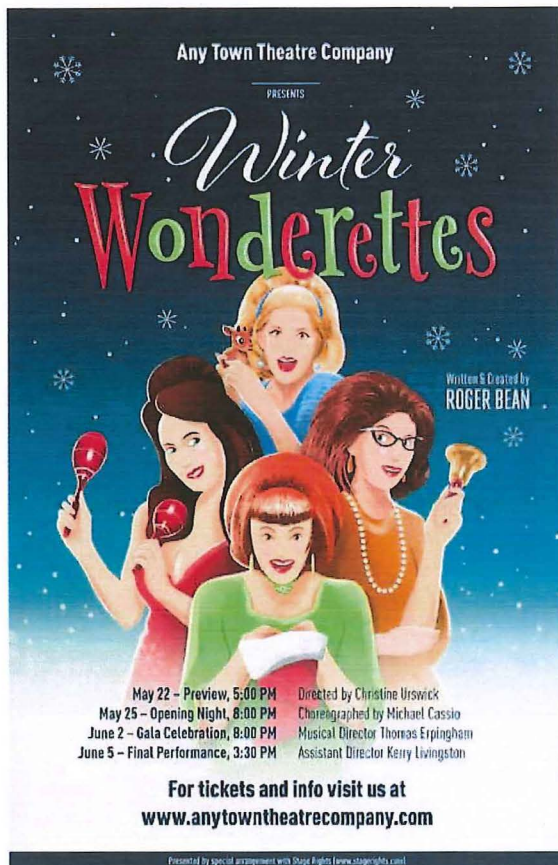
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A Marshmallow World by Peter DeRose and Carl Sigman. Used by permission of Shapiro, Bernstein & Co., Inc.
All Those Christmas Clichés by Lynn Ahrens and Stephen Flaherty. © 1993 MB Music Corp. (ASCAP), Pen and Perseverance (ASCAP) & Hillsdale Music Inc. (ASCAP). All rights on behalf of Pen and Perseverance & Hillsdale Music Inc. administered by WB Music Corp. (ASCAP)
Chipmunk Cheer by Roger Bean. © SSP Publishing.
Christmas Will Be Just Another Lonely Day by Lee Jackson and Patti Seymour. Used courtesy of Ahab Music Company, Inc. (BMI)
¿Dónde Está Santa Claus? by Alvin Greiner, Rod Gordon Parker and George Scheck, Ragtime Music Co.
It's Christmas Time All Over The World by Hugh Martin. TRO-© 1965 (Renewed) Cromwell Music, Inc., New York, NY
Jingle Bell Rock by Joe Beal and Jim Boothe. © 1957 (Renewed) Chappell & Co., Inc. (ASCAP)
Jingle Bells by J. Pierpont. Arrangement © 2003 SSP Publishing
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Mele Kalikimaka by R. Alex Anderson. All rights owned and administered by Lovely Hula Hands Music LLC (c/o Lichelle Music Co.) (ASCAP)
Mister Santa by F. D. Ballard. Used by permission of Edwin H. Morris & Company, a division of MPL Communications, Inc.
O Tannenbaum German Traditional. Arrangement © 2003 SSP Publishing
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Santa Baby by Joan Javits, Philip Springer and Tony Springer. Used courtesy of Tamir Music (ASCAP)
Santa Claus Is Comin' To Town by J. Fred Coots and Haven Gillespie. © 1934 (Renewed) EMI Miller Music and Haven Gillespie Music c/o Larry Spier Music Publishing (ASCAP)
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This Christmas (Hang All The Mistletoe) by Donny Hathaway and Nadine McKinnor. Used courtesy of BMG Songs, Inc. and Crystal Raisin Music (ASCAP). All rights in the U.S. on behalf of Kuumba Music Publishing (ASCAP) administered by BMG Songs, Inc. (ASCAP)
(We Wanna See) Santa Do The Mambo by Fred Smith and Horace Webb. Used through the courtesy of Regent Music Corp. (BMI)
What Are You Doing New Year's Eve? by Frank Loesser. Used by permission of Frank Music Corp.
Winter Wonderland by Bernard Felix and Dick Smith. © 1934 (Renewed) WB Music Corp. (ASCAP)

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

Subplot Studio has collaborated with Stage Rights
to create awesome artwork and easy-to-use
resources to promote your show!

Winter Wonderettes



Official Logo Pack

Create your own marketing materials
with high-resolution show logo files.

- ✓ High-resolution file formats
- ✓ Color and black/white
- ✓ JPG, PNG, EPS files

Included with license

Official Show Artwork

Professionally-designed and easily
customizable for your production!

- ✓ Easy-to-use layered Photoshop file
- ✓ Customize a poster online in minutes
- ✓ Download a print-ready PDF
- ✓ Order printed posters

\$175 \$125 FOR EDUCATORS

Social Media Marketing Kit

COMING
SOON

Everything you need to plan and implement
the promotion of your show online!

- ✓ 50+ assets for a 60-day campaign
- ✓ Original show-specific content
- ✓ Planning guide
- ✓ Posting timeline

\$250 \$150 FOR EDUCATORS

Learn more at www.subplotstudio.com/winterwonderettes

Production License Page 1 of 6

Account Number: C1603

Account Representative: Melody Fernandez melody@stagerights.com



COMPANY: Dixie Heights High School

SHOW: Winter Wonderettes

Licensee

Theater Company: Dixie Heights High School
Contact Name: Alexander Koenig
Contact Title: Theatre Teacher & Director
Mailing Address: 3010 Dixie Hwy
Edgewood, KY 41017
Website: www.kenton.k12.ky.us/1/Home
Email: alex.koenig@kenton.kyschools.us
Phone: (859) 866-0902 Ext:

Venue: Dixie Heights High School, Edgewood, KY
Contract Issue Date: 10/8/2020
Performance Dates: 12/10/2020 - 12/12/2020
Date of First Rehearsal: 10/19/2020
Number of Performances: 4

**Please make approved corrections to the above information before returning your signed agreement.
Any change to performance dates must be approved in writing by Stage Rights.**

Terms

Royalty

A **guarantee of \$150 per performance against 14%** of the Gross Weekly Box Office Receipts (GWBOR), whichever is **greater** of the Show (hereinafter referred to as the "Play") hereunder is required. The GWBOR also includes the pro-rata share of all season ticket sales.

A **Royalty Advance of \$600** is required to secure your rights.

Balance of Royalty Guarantee is due: N/A

Materials

WINTER WONDERETTES Standard Materials Package includes:

Performance Package: 8 Production Scripts, 1 Piano/Vocal Score, 4 Vocal Scores

Orchestral Combo Package:

1 Piano/Conductor Score, 1 Guitar Part, 1 Bass Part, 1 Drum Part, 1 Reed Part

We offer two material options for your convenience:

Printed materials are new and provided to you on unbound three-hole punched loose-leaf paper. They are yours to keep.

Digital materials are sent to you via email and available for you to download and print on demand.

This Materials Package is the only performance edition authorized by the Author(s) and must be purchased from us as a condition of this offering.

Performance tracks are available for "Winter Wonderettes". Should you decide to use them for your production, a performance track fee of \$400 will be due. This fee is for the licensed number of performances agreed to in this contract only. Additional money will be owed based on the number of performances added beyond the 4 performances contracted herein.

After payment is received, materials will ship two (2) months prior to your first performance, unless other arrangements have been made. **An Advance Pack is available for "Winter Wonderettes"**. Should you be interested in this option, select it on Page 2 of this agreement. Advance Packs are shipped upon receipt of signed production license and payment

Important Due Dates

| <u>DATE</u> | <u>DUE</u> |
|-------------|-------------------------|
| 11/10/20 | Signed License |
| 11/10/20 | Royalty Advance |
| 11/10/20 | Additional Payments |
| N/A | Balance of Guarantee |
| 12/18/20 | First Box Office Report |
| 12/18/20 | Final Box Office Report |

Production Rights are not secured until both signed production license and royalty advance are received (SEE PAGES TWO & THREE).
STATEMENT OF CONFIDENTIALITY: The contents of this document and any attachments are confidential and intended solely for addressee. The information is legally privileged.

YOU MUST COMPLETE AND RETURN PAGES TWO & THREE WITH ROYALTY ADVANCE BY NOVEMBER 10, 2020

Production License Page 2 of 6

Account Number: C1603

Account Representative: Melody Fernandez melody@stagerights.com



COMPANY: **Dixie Heights High School**

SHOW: **Winter Wonderettes**

SECTION 1 - PAY NOW

Royalty Advance with Signed Production License due by Nov 10, 2020

Royalty Advance..... \$600.00

Advance Pack

Advance Pack (Optional)..... \$95.00

Contains a production script and score to help your director, musical director, and creative team get started on your production. Sent upon receipt of signed agreement and both the royalty and advance pack payment.

TOTAL PAYMENT DUE Nov 10, 2020

\$ _____

SECTION 2 - PAY LATER

Additional Payments due by Nov 10, 2020

Required Materials (Choose One)

- Digital Materials \$900.00 Provided via email as downloadable PDF files for you to print in-house. \$ _____ +
- Printed Materials \$1,100.00 Provided on unbound three-hole punched loose-leaf paper for you to keep. \$ _____ +

Optional Materials

- Customizable Poster & Layered Artwork \$175.00 Powerful and easy-to-use online poster & full artwork design: customize with your theater info, create and print posters and all marketing pieces. (\$125. for Educators) \$ _____ +
- Original Cast Album \$22.00 Original Cast Album \$ _____ +
- Performance Tracks \$400.00 The amount due is based on the number of performances contracted and specified on page 1 of this agreement. Should additional performances be added at any time, additional fees for use of performance tracks will be due. \$ _____ +
- Rehearsal Tracks \$600.00 Tracks for each role with the individual character played at full volume. \$ _____ +
- Stage Mgr. Script \$25.00 One single-sided script with room for cues, on three-hole punched loose-leaf paper. \$ _____ +

Additional Royalties

- Balance of Royalty Guarantee n/a Balance of Royalty Guarantee (See Page 1). \$ _____ +

Other Fees

- Shipping \$55.00 Select this item only if ordering Printed Materials. Materials will be shipped USPS Priority Mail. (International shipments will cost an additional \$50) \$ _____ +

TOTAL ADDITIONAL PAYMENT DUE NOV 10, 2020

\$ _____

Please select a payment method for the additional payment due:

- Invoice me
- Check enclosed
- I authorize Stage Rights to charge the credit card above for the additional payments due on Nov 10, 2020.

YOU MUST COMPLETE AND RETURN PAGES TWO & THREE WITH ROYALTY ADVANCE BY NOVEMBER 10, 2020

Production License Page 3 of 6

Account Number: C1603

Account Representative: Melody Fernandez melody@stagerights.com



COMPANY: Dixie Heights High School

SHOW: Winter Wonderettes

PAYMENT & ACCEPTANCE

Payment

PAY FOR SECTION 1 NOW

PAY FOR SECTIONS 1 & 2 NOW

CHECK or MONEY ORDER (Make payable to STAGE RIGHTS)

CREDIT CARD*:

VISA

MASTERCARD

AMERICAN EXPRESS

DISCOVER

*PLEASE NOTE: A 3% CONVENIENCE FEE IS ADDED TO ALL CREDIT CARD TRANSACTIONS. ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK.

Card Number: _____ Exp. Date: _____ CVV Code: _____

Name on Card: _____

Billing Address: _____

Signature: _____

PURCHASE ORDER: For schools and government agencies ONLY, a signed, authorized purchase order is acceptable for payment.

Acceptance

Your signature indicates that you agree to abide by all terms and conditions set forth in this Production License and attached Riders.

Your signature acknowledges that:

- a) you have read and understood the terms, conditions, and provisions set forth herein;
- b) you are authorized to enter into the Production License on behalf of Licensee; and
- c) you agree to the terms, conditions, and provisions contained herein on behalf of Licensee

PRINT YOUR NAME: _____ TITLE: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

SHIPPING ADDRESS: _____

CITY: _____ STATE: _____ ZIP/POSTAL CODE: _____

YOU MUST COMPLETE AND RETURN PAGES TWO & THREE WITH ROYALTY ADVANCE BY NOVEMBER 10, 2020

Production License Page 4 of 6

Account Number: C1603

Account Representative: Melody Fernandez melody@stagerights.com



COMPANY: ***Dixie Heights High School***

SHOW: ***Winter Wonderettes***

Your signature on the acceptance section of this Production License (page 3) acknowledges that:

- a) you have read and understood the terms, conditions, and provisions set forth below;
- b) you are authorized to enter into the Production License on behalf of Licensee; and
- c) you agree to the terms, conditions, and provisions contained herein on behalf of Licensee

Royalty Provisions

CONTRACT DATED OCT 8, 2020 BETWEEN STAGE RIGHTS ("LICENSOR") AND
DIXIE HEIGHTS HIGH SCHOOL ("YOU" AND/OR "LICENSEE")

1. ROYALTY

- A. Royalty: A guarantee of **\$150 per performance against 14%** of the Gross Weekly Box Office Receipts (GWBOR), whichever is **greater** of the Show (hereinafter referred to as the "Play") hereunder is required. The GWBOR also includes the pro-rata share of all season ticket sales.
- B. No later than five (5) business days after the final performance of each calendar week of the production covered herein, Licensee agrees to forward to Licensor, either by postal or electronic mail, or fax, a detailed box office statement of each week, signed by the treasurer(s) of the theater in which the performances are given, and countersigned by Producer or his duly authorized representative and accompanied by any and all royalty amounts due above and beyond the royalty advance set forth on page one of this agreement. (Royalty due is the greater of the minimum guarantee or the quoted box office percentage on Page 1.)
 - a. Failure to supply box office statements and outstanding monies due to Stage Rights in a timely fashion will result in Licensee being charged late fees at Licensor's discretion. The following fee schedule may apply:
 - i. Upon box office statements and/or royalty payments reaching thirty (30) days beyond due date, Licensee will accrue a penalty of ten percent (10%) of the royalties payable to Stage Rights. This penalty must be paid in addition to any and all sums shown to be due to Stage Rights.
 - ii. Upon box office statements and/or royalty payments reaching sixty (60) days beyond due date, Licensee will be charged at full price/full capacity rates (provided by Licensee in Production Application). Licensee will be fully responsible for the payment of any and all late fees determined by Stage Rights.
 - iii. Outstanding accounts left unpaid after ninety (90) days will be forwarded to a collections agency for recovery. A collection fee of no less than twenty-five percent (25%) of the total owed (including all late fees) will be charged to Licensees that require us to take collection action to resolve filing and payment delinquencies.
- C. "Gross Weekly Box Office Receipts" is defined as any and all sums derived by Licensee from the sales of tickets to performances of the Play as of the end of each calendar week after the deduction of: all applicable Federal and other admission taxes and similar taxes, if any, which may be now or hereafter imposed by any governmental authority upon admissions, including also value added taxes; and customary and reasonable fees or commissions paid to third parties in connection with theatre parties, group sales, benefits, credit card organizations, automated ticket distribution and remote box offices; any amusement tax now or hereafter imposed on theater tickets; any amounts received for Actors Fund benefit performances which are paid over to the Actors Fund; with respect to any production of the Play in the British Isles, any library discounts, entertainment tax and value added tax. Any theatre restoration fees must be clearly delineated on the surface of each ticket sold. Allowable deductions may not exceed a total of 5% of gross weekly box office receipts.
- D. Licensees with Flat Royalty Fees Only: No later than five (5) business days after the final performance of the production covered herein, Licensee agrees to forward to Licensor, by e-mail, a final confirmation of all dates and number of performances.
- E. Time is of the essence for all obligations set forth in this Production License.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

Production License Page 5 of 6

Account Number: C1603

Account Representative: Melody Fernandez melody@stagerights.com



COMPANY: ***Dixie Heights High School***

SHOW: ***Winter Wonderettes***

Copyright Provisions

Any violation of these provisions shall automatically terminate this License.

1. **Rights Granted:** This License, granted to You, allows the public performance of the Play as represented in the printed materials under the following terms and conditions. This License does not include the right to original artwork designs, costume designs or scenery designs of the Play unless You pay Stage Rights the applicable fee prior to use.
2. **Changing the Play:** Under federal law, You may not make any changes, including but not limited to the following:
 - a. You may not add new music, dialogue, lyrics, or anything to the text included with the materials.
 - b. You may not delete, in whole or in part, any material in the existing Play.
 - c. You may not make changes of any kind, including but not limited to changes of music, lyrics or dialogue, gender changes, or change in the period, characters, stage directions, or characterizations in the presently existing Play.
 - d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to Stage Rights so that the written consent of the Author(s), if granted, may be obtained by Stage Rights.
 - e. Any changes, alterations and/or modifications, which are approved by Licensor, shall become the property of the Author(s), who is/are the current owner of the copyright therein.
 - f. You understand that the materials for the Play will not be used for any other purpose other than that stated herein and shall not be copied, reproduced, sold, or otherwise distributed by You or by any other third parties.
 - g. Stage Rights and the Copyright Owner(s) shall not be obliged at any time to offer royalty participation or make any payment to any person whom You may hire to direct, choreograph, stage, design, or otherwise actualize your production unless that person has entered into a bona fide collaboration agreement directly with the Copyright Owner(s).
 - h. By signing the Production License, you agree to review the terms of this Production License with the entire creative team of this production, and represent they are aware that no changes may be made to the Play without the written consent of the Author(s).
3. **Recording/Reproduction (Audio, Video, Computer Sequencing, etc.)**
 - a. **Recording:** This License does not grant You the right to make and/or distribute a mechanical recording (rehearsal, performance, or otherwise) of the Play or any portion of it by any means whatsoever, including but not limited to: audiocassette, videotape, film, CD, DVD, and/or other digital sequencing.
 - b. **Broadcast:** Except for the usual right to advertise and publicize the Play by means of print, radio, and television (in which no radio or television commercial shall contain excerpts of more than 30 seconds), this license does not allow You to broadcast, televise, and/or electronically post on the Internet any part of the Play, either audio or visual or both, including, without limitation, musical selections.
 - c. **Archival Footage:** Requests to record an archival copy of your production are handled on a case-by-case basis and must be approved by Stage Rights. Contact your account representative for more information.
4. **Program/Poster/Advertising Credits:** Please refer to the attached License Riders for all requirements pertaining to Program, Poster, and Advertising Credits.

License Provisions

1. **Changes:** If any of the conditions set forth in the Production License have changed in any way (including cancellation or addition of performance(s), ticket price adjustments, or change of venue), You must notify Stage Rights in writing immediately, and Stage Rights must approve all changes before they may take effect. Such changes may alter the fees quoted in the Production Contract. Cancellation fees of not less than three-hundred dollars (\$300.00) may apply.
2. **Expiration Date and Cancellation of License:** Stage Rights must receive a signed copy of the Production License, accompanied by payment of Royalty Advance, by the due date indicated on the first page of the Production License, or You will be deemed to be unlicensed. Stage Rights reserves the right, in its sole discretion, to revoke this Production License by sending written notice to You at any time. You agree not to advertise, announce, present, or sell tickets for any performances until You are licensed as provided above.
 - a. In the event that a First-Class or Second-Class Tour of the Play is routed through your territory, a temporary suspension of any PR and marketing campaigns may be required through completion of touring productions in your territory.
 - b. Your territory includes all land within a forty-five (45) mile radius of your specified venue.
3. **Additional Performances:** Should You desire to present performances in addition to those provided for in the Production License, You agree to enter into a new agreement with us and to make additional royalty and rental payments for any and all performances in addition to those already licensed by us. You agree not to announce, present, or sell tickets for such additional performances without our prior written permission and payment of the additional royalty and fees due.
4. **Complimentary Tickets:** You agree that Licensor, on a 48-hour advance notice, shall be entitled to four (4) complimentary tickets (if requested) per show. These tickets shall be unobstructed view seating, preferably in the first ten (10) rows and center section of the venue. At no time shall Licensor or Author(s) be refused admittance to the theater during a performance presented by the Licensee.
5. **Correspondence:** You agree to receive correspondence from Stage Rights that pertains to your production as well as information about Stage Rights titles and products. This includes but is not limited to electronic mailings of our catalog, newsletter, and new perusals.
6. **Accounting:** You shall submit to us, within five (5) 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 full and regular books and records in which you shall record all items in connection with the production and presentation of the Play. Such books and records shall be open at all reasonable business hours for inspection by Stage Rights or our representatives at your office, and Stage Rights shall have the right to make copies of and take extracts from such books and records. Stage Rights's rights under this License shall continue for eighteen (18) months following the date of the last performance licensed under the terms of this agreement.

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Production License Page 6 of 6

Account Number: C1603

Account Representative: Melody Fernandez melody@stagerights.com



COMPANY: ***Dixie Heights High School***

SHOW: ***Winter Wonderettes***

7. Default: This License is conditioned upon your fulfillment of all obligations set forth herein, including the prompt payment of all rental, royalty, and security fees in U.S. funds when due. Unless all of your obligations have been fulfilled, this License will terminate automatically. Nevertheless, You will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If You default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse us for any expenses incurred by us in enforcing our rights under this License, including but not limited to: attorneys' fees, telephone, fax, and postage charges, and collection expenses.
8. Warranty: We warrant that, on behalf of the Copyright Owner(s) in the Play, we are authorized to grant this License to You. We make no other warranties.
9. Reserved Rights: All rights in and to the Play other than those specifically licensed to You under the terms of this License agreement are reserved to us, with the unrestricted right on our part 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.
10. Transfer of Rights: Under no conditions can this License be assigned or transferred without our written consent. This License shall be deemed to have been made in California and shall be governed by California law applicable to agreements duly executed within the state of California. Any dispute arising out of or under this agreement shall be litigated only in the courts of the City of Los Angeles or State of California and in no other forum.
11. Indemnification of Licensor: Licensee agrees to be solely liable for all costs incurred in connection with any presentation of the Play and Licensee shall indemnify and hold Licensor harmless from any claims arising therefrom. Absolutely no partnership or joint venture of any kind between the parties herein is intended or inferred, and shall not exist at any time during the course of this agreement.
12. Riders: All provisions set forth in the following attached Riders shall be strictly complied with.
13. This Agreement supersedes any and all agreements (oral or otherwise) entered into prior to execution of this Production License.

Materials/Production Resources Purchase Provisions

1. Delivery: Provided Stage Rights has received a signed copy of the Production Contract, the full royalty advance, and materials fee, the materials will be shipped approximately two (2) months prior to the first performance. Please allow up to ten (10) days for delivery.
2. Suitability: Stage Rights makes no representation as to the adequacy and/or suitability of the materials indicated above. Any missing or damaged materials must be reported to Stage Rights within forty-eight (48) hours after your receipt of them. All materials will be new and unused. All materials are provided as-is.
3. Shipping Charges: Unless otherwise stipulated, You shall pay shipping charges for materials that Stage Rights supplies to you, as well as all customs charges, duties, and the like in connection with shipments of materials outside of the United States. Stage Rights ships by U.S. Mail and FedEx. Any expense that Stage Rights incurs with respect to the delivery of the materials shall be charged to You; You agree upon demand promptly to reimburse Stage Rights for the full amount of such expense.
4. Return of Materials: Materials are yours to keep. Returned materials are not subject to any type of reimbursement of funds.
5. Cancellation: The fee for purchase of materials is required under any and all conditions, notwithstanding the non-use of said materials. Furthermore, You understand that, even if You do not present the Play, You could be obligated for the materials fees set forth in this Production License.
6. Permitted Use: You understand that the Play materials cannot be used for any purpose other than as stated in this License and that You and/or anyone connected with your organization may not copy, reproduce, sell, or otherwise distribute such materials.
7. Performance Tracks: **Performance tracks are available for "Winter Wonderettes"**. Should you decide to use them for your production, a performance track fee of \$400 will be due. This fee is for the licensed number of performances agreed to in this contract only. Additional money will be owed based on the number of performances added beyond the 4 performances contracted herein.

Production Venue Provisions

1. International Productions
 - a. Materials: Printed materials are not available for productions outside of the United States and Canada. All materials for such productions shall be in digital form and delivered two (2) months prior to your opening night.
 - b. Payment: All materials, royalties, and other payments due to Stage Rights shall be invoiced to You via PayPal. We do not accept checks or money orders from foreign entities. A conversion charge may be associated with all foreign monies owed.
 - c. It is the policy of Stage Rights to require all fees owed by international clients to be paid in advance of first rehearsal. Failure to pay all fees in advance of first rehearsal will result in this license being revoked.
2. Dinner Theaters
 - a. Gross Weekly Box Office Receipts (GWBOR) for theater portion of ticket may not be less than sixty percent (60%) of the total ticket price collected. This must be reflected in your weekly Box Office Reports.
3. Additional/Multiple Venues
 - a. You may not take any production licensed through Stage Rights on tour or produce the show at any venue not specified within this contract without first obtaining the express permission of Stage Rights. Licensee must provide full list of all venues and number of performances to be held at each venue, prior to first rehearsal.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

License Rider



SHOW: *Winter Wonderettes*

Credit Rider

1. You agree to bill the Play and the Author(s) and all other parties specified below in all programs, houseboards, displays, and in all advertising, and all paid publicity, specified below as follows:

| CREDIT | SIZE TYPE |
|--|-------------|
| WINTER WONDERETTES | 100% |
| Written & Created by Roger Bean | 50% |
| Vocal Arrangements by Roger Bean & Brian Baker | 25% |
| Musical Arrangements by Brian Baker | |

2. You also agree to include the following on the title page of any program, separated by a line from other staff, as follows:

Winter Wonderettes premiered at Milwaukee Repertory Theater.
Joseph Hanreddy, Artistic Director and Timothy J. Shields, Managing Director.

and the following at the bottom of all posters, fliers, and the title page of any program:

Presented by special arrangement with Stage Rights (www.stagerights.com)

3. In addition, the Author(s) biography (attached RIDER EXHIBIT "A") must appear in all programs of the Play:

The most recent version of the Author's bio can be found on our website at www.stagerights.com or obtained by request from Stage Rights.

4. All music credits (attached RIDER EXHIBIT "B") must be printed in the program.

A digital version can be found on our website at www.stagerights.com or obtained by request from Stage Rights.

5. You must include the following warning in your program:

"The videotaping or other video or audio recording of this production is strictly prohibited."

6. Merchandise: You may not create merchandise based on the play, whether for sale or distribution, without written permission from Stage Rights acting on behalf of the Copyright Owner(s) or their duly authorized representatives.

7. A scanned copy of the title page and Author's bio from your playbills/programs, digital versions of clippings of all generated media, and high resolution photographs (300dpi or better; with approval for PR use) must be emailed at the end of the run to: licensing@stagerights.com.

8. If your theater is active on Social Media, please be sure to:

- Like us on Facebook: www.facebook.com/stagerights
- Follow us on Twitter, @StageRightsLA: www.twitter.com/StageRightsLA
- Follow us on Instagram, [stagerights: www.instagram.com/stagerights/](http://www.instagram.com/stagerights/)

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

License Rider



SHOW: *Winter Wonderettes*

Rider Exhibit "A"

(Author's bios must be included in all playbills/programs)

Roger Bean created the long-running hit *The Marvelous Wonderettes* (over 1,200 performances Off-Broadway), along with the sequels *Wonderettes: Caps & Gowns*, *Winter Wonderettes*, *Wonderettes: Dream On*, and the new large-cast *Wonderettes: Glee Club Edition*. Original cast albums for all *Wonderettes* shows are available from iTunes and Amazon. *The Marvelous Wonderettes* received the 2007 LA Ovation Award for Best Musical for its record-breaking Los Angeles run and continues to be an audience favorite in theatre companies throughout the country. Mr. Bean's do-wop hit *Life Could Be A Dream* had a record-breaking 12-month run in Los Angeles, receiving the Los Angeles Drama Critics Circle Award, the LA Weekly Theatre Award, and the Backstage Garland Award for Outstanding Musical. Other popular musicals created by Mr. Bean include *The Andrews Brothers*, *Summer of Love*, *Route 66*, *Honky Tonk Laundry*, and *Why Do Fools Fall In Love?*, all published by Stage Rights. More info at www.rogerbean.com

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

SHOW: **Winter Wonderettes**

Rider Exhibit "B"

(Publishing credits must be included in all playbills/programs.)

WINTER WONDERETTES MUSIC

Music Clearance by Rubicon II Music Clearance, Burbank, CA.

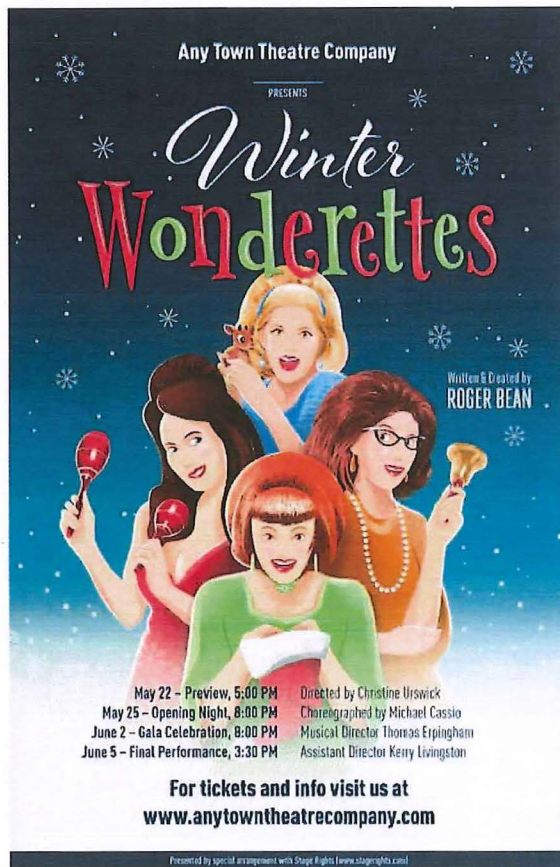
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Mele Kalikimaka by R. Alex Anderson. All rights owned and administered by Lovely Hula Hands Music LLC (c/o Lichelle Music Co.) (ASCAP)
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Winter Wonderland by Bernard Felix and Dick Smith. © 1934 (Renewed) WB Music Corp. (ASCAP)

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

Subplot Studio has collaborated with Stage Rights
to create awesome artwork and easy-to-use
resources to promote your show!

Winter Wonderettes



Official Logo Pack

Create your own marketing materials
with high-resolution show logo files.

- ✓ High-resolution file formats
- ✓ Color and black/white
- ✓ JPG, PNG, EPS files

Included with license

Official Show Artwork

Professionally-designed and easily
customizable for your production!

- ✓ Easy-to-use layered Photoshop file
- ✓ Customize a poster online in minutes
- ✓ Download a print-ready PDF
- ✓ Order printed posters

\$175 \$125 FOR EDUCATORS

Social Media Marketing Kit

COMING
SOON

Everything you need to plan and implement
the promotion of your show online!

- ✓ 50+ assets for a 60-day campaign
- ✓ Original show-specific content
- ✓ Planning guide
- ✓ Posting timeline

\$250 \$150 FOR EDUCATORS

Learn more at www.subplotstudio.com/winterwonderettes