



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:

December 15, 2020

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract with Music Theatre International (MTI) to perform the production of The 25th Annual Putnam County Spelling Bee in the spring of 2021. The show will be produced by the Dixie Drama Department.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Each winter season the Dixie Drama Department produces and performs a variety of shows including, but not limited to, first run Broadway shows. During the spring of 2019, the Dixie Drama Department performed Mama Mia to several sold out houses. In the spring of 2021, Dixie Drama would like to perform/produce the production of The 25th Annual Putnam County Spelling Bee. A detailed plan will be submitted to address the issues of social distancing, mask wearing, etc. The plan will also specify that the show can produced, rehearsed and performed in a manner that ensures health and safety for all involved according to the most current guidelines in place at the time.

FISCAL/BUDGETARY IMPACT:

All expenses and monies collected for the show will be paid from the Dixie 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 Drama Department.

RECOMMENDATION:

Approval of The Dixie Drama Department to contract with Music Theatre International (MTI) to produce and perform the production of The 25th Annual Putnam County Spelling Bee in the spring of 2021.

CONTACT PERSON:

Alex Koenig

Principal

District Administrator

(Only if Play meets guidelines in place)

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 Jesica Jehn
"The Kenton County Board of Education provides Equal Education & Employment Opportunities."

COVID-19 LICENSING FAQ/GUIDELINES

Streaming Royalties

All streaming royalties will be collected via SHOWTIX4U (www.ShowTix4U.com), unless prior arrangements have been made with MTI.

On the contract confirmation page (page 2) *only* enter royalties for any performances in front of a live audience. For STREAMING performances, you need not enter any amount, and should leave the line blank.

Postponements

Postponing a show (including COVID-19 postponements):

- Log into your MyMTI account at <https://account.mtishows.com>
- Click on [Change Booking](#)
- Make the appropriate selection(s) to adjust your date and click [Submit](#)
- You will receive an email confirmation that the change request was received, and it will include a summary of the changes you requested

Cancellations

Cancelling a show (including COVID-19 cancellations):

- Log into your MyMTI account at <https://account.mtishows.com>
- Click on [Change Booking](#)
- Select [I'd Like to Cancel My Booking](#) and click [Submit](#)
- Once you have received the email confirming that your cancellation was processed, you can access your invoice through your MyMTI account by clicking [Booking Details](#), and then clicking [My Invoice](#).

Refunds/Keeping Funds on Account

Refund checks will be distributed as soon as administratively possible. Processing delays due to fluctuating COVID-19 restrictions in New York City, where the MTI offices are located, may occur.

If you prefer to leave your funds On Account, you can log in to your MyMTI account and select whether you wish to:

- a) leave your funds On Account with MTI for your future use with any MTI-licensed productions
- b) leave your funds On Account temporarily, with MTI processing your refund at a later date (e.g., if you do not currently have access to the location/office where the payment will be mailed)
- c) request that your refund be processed and mailed as soon as possible

Material Returns

Rental material returns: Our materials library is open and able to receive rental material returns. If you have safe access and if possible, please return any rented MTI materials to our library at your earliest convenience.

MUSIC THEATRE INTERNATIONAL

CONTRACT CHECKLIST

Your MTI Rep: ROSEANNE GEORGE

Your MTI Account Number: 0037816

Contract #: 9666359 Printed on: 12/14/20

We've updated and streamlined our contract to make it even easier for you to do business with us!

After Reading through your Contract, be sure to Complete, Sign, and Return the following pages:

► **CONTRACT CONFIRMATION — Remember to:**

- **Write In:**

- » Number of Performances (first blank line on Contract Confirmation)
- » Royalty per Performance (second blank line on Contract Confirmation)
- » Additional Rental costs (if any)
- » Grand Total of Additional Materials (from Additional Materials page, if ordering)

- **Include Payment:**

Check or Money Order (no personal checks)

OR

Credit Card information with Signature

OR

Purchase Order (only for schools and government agencies)

- » The \$400 security deposit *must* be paid by Credit Card, Check or Money Order

► **ADDITIONAL MATERIALS — if ordering (optional)**

► **ADDITIONAL ORCHESTRATION — if ordering (optional)**

► **VIDEO LICENSE, if available, and \$75 fee — if ordering (optional)**

► **Any other Contract Riders that require signature**

ADDITIONAL NOTES

PLEASE NOTE:

- For shows with multiple Orchestrations, you may order additional parts *only* for the Orchestration you selected on the Contract Confirmation page.
- Final Sales Tax and Shipping Fees can only be determined after Contract and security deposit have been processed.
- Please read through the entire Contract to ensure proper compliance with the terms of your agreement with MTI.

How to Return your Contract:

- By Email: Scan and email your signed Contract, with payment information, to your licensing representative
- By Mail: Sign and mail your Contract, with payment information, to:

Music Theatre International
423 West 55th Street
New York, NY 10019

MTI PRODUCTION CONTRACT

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 9666359 Printed on: 12/14/20

Licensee:

DIXIE HEIGHTS HIGH SCHOOL
ATTN.: ALEX KOENIG
3010 DIXIE HIGHWAY
FT. MITCHELL, KY 41017

TELE#: 859-341-7650 X114 FAX:
E-MAIL: alex.koenig@kenton.kyschools.us

Contract Issue Date: 12/14/20
Contract Expiration Date: 01/25/21
Valid For Performances From: 04/01/21 - 04/03/21
MTI Access Code: 25T1589843

THIS IS A LICENSE FOR AN AMATEUR PRODUCTION OF:
THE 25TH ANNUAL PUTNAM COUNTY SPELLING BEE

SPECIAL CONDITIONS

ROYALTY

ROYALTY A) \$150.00 For Each Regular, Benefit or Other Performance
Provisions: Regular Performance
Seating Limited to 100 per Performance
Tickets @ 10.00

SECURITY DEPOSIT

\$400.00 to be refunded following the safe, timely return of the rented material to us, less handling/shipping/missing materials/brokerage fees, late charges and/or any outstanding account obligations.

RENTAL FEE

\$625.00 for a standard set of materials or any part thereof
Provisions:

See attached ADDITIONAL MATERIALS page for a complete list of all materials included in the Standard Rental Set.

The Standard Rental Set (see attached) is the ONLY acting edition authorized by the Authors and MUST be rented from us as a condition of this offering.

If the rental materials are needed in advance of the standard two-month rental period, they may be rented for \$400.00 extra each month or part thereof, pending availability.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

CONTRACT CONFIRMATION

COMPLETE AND RETURN TO MTI

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 9666359 Printed on: 12/14/20

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: DIXIE HEIGHTS HIGH SCHOOL

Name of Show: THE 25TH ANNUAL PUTNAM COUNTY SPELLING BEE

Name and address of performance space/venue: DIXIE HEIGHTS AUDITORIUM
3010 DIXIE HWY 3010 DIXIE HWY, EDGEWOOD, KY 41017

Date(s) of performance(s): 04/01/2021 - 04/03/2021

Contract Expires: 01/25/2021

Please list number of performances
for each calendar month: _____

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

ROYALTY: Royalty A for _____ performance(s) @ \$ 150.00 per performance, a total of \$ _____

RENTAL: \$625.00 for a standard set of materials or any part thereof \$ 625.00

ADDITIONAL RENTAL (Outside of the standard two (2) month period): \$100 per week X _____ weeks \$ _____

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

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

SALES TAX (where applicable): \$ _____

TOTAL: \$ _____

TOTAL AMOUNT ENCLOSED: \$ _____

BALANCE REMAINING: \$ _____

SHIPPING

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

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

Shipping Address: _____

(NO P.O. BOXES)

City: _____ State: _____ Zip/Postal Code: _____

PAYMENT

ALL PAYMENTS MUST BE MADE IN U.S. FUNDS

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

☐ CREDIT CARD: ☐ VISA ☐ MASTERCARD ☐ AMERICAN EXPRESS

Card Number: _____ Exp. Date: _____

Name on Card: _____ Billing Postal Code: _____

Signature: _____ Amount: _____

*PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK

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

ACCEPTANCE

By signing below, you agree that (i) you have read and understand the terms and conditions of this Production Contract, the accompanying Performance License and all attached riders, which are incorporated by reference into the Performance License and (ii) Licensee shall abide by the terms and conditions contained therein.

PRINT YOUR NAME _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

EMAIL _____ DAY PHONE _____

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

STANDARD RENTAL SET

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 9666359 Printed on: 12/14/20

The rental fee includes the materials below and, when applicable, a full OR partial set of the standard OR alternate orchestration.
The rental fee will not change if no orchestrations are ordered.

YOUR STANDARD RENTAL SET WILL INCLUDE:

- 12 LIBRETTO/VOCAL BOOK
- 2 PIANO CONDUCTOR'S SCORE

ADDITIONAL MATERIALS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 9666359 Printed on: 12/14/20

ADDITIONAL MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.

To order, simply indicate the quantity of each item you would like and add the Grand Total to the Confirmation Page of this Production Contract.

ITEM	QUANTITY		COST EACH	TOTAL
ADDITIONAL MATERIALS				
LIBRETTO/VOCAL BOOK (Replacement Fee \$25.00)	_____	x	\$ 6.25	= \$ _____
PIANO CONDUCTOR'S SCORE (Replacement Fee \$120.00)	_____	x	\$ 30.00	= \$ _____
ADDITIONAL ORCHESTRA PARTS (Replacement Fee \$60.00)	_____	x	\$ 15.00	= \$ _____
(Attach ORCHESTRATION sheet with additional parts required marked - list total quantity of parts above)				
THEATRICAL RESOURCES				
CUSTOMIZABLE SHOW POSTERS AND ARTWORK	_____	x	\$ 175.00	= \$ _____
HOW DOES THE SHOW GO ON?	_____	x	\$ 21.00	= \$ _____
KEYBOARD PATCH SOLUTIONS ***	_____			
LOGO PACK DIGITAL	_____	x	\$ 75.00	= \$ _____
ORCHEXTRA ***	_____			
PERFORMANCE ACCOMPANIMENT RECORDING	_____	x	\$ 750.00	= \$ _____
(PERFORMANCE & REHEARSAL)	_____			
PRODUCTIONPRO	_____	x	\$ 199.00	= \$ _____
REFERENCE RECORDING	_____	x	\$ 20.00	= \$ _____
PERFORMANCE ACCOMPANIMENT RECORDING	_____	x	\$ 350.00	= \$ _____
(REHEARSAL ONLY)	_____			
REHEARSCORE APP	_____	x	\$ 350.00	= \$ _____
STAGE MANAGER SCRIPT (Replacement Fee \$100.00)	_____	x	\$ 25.00	= \$ _____
SUBPLOT CUSTOMIZED SHOW POSTER ***	_____			
TRANSPOSITIONS-ON-DEMAND ***	_____			
VIRTUAL STAGE MANAGER ***	_____			
LOGO TEES SIX-PACK ADULT LARGE	_____	x	\$ 80.00	= \$ _____
LOGO TEES SIX-PACK ADULT MEDIUM	_____	x	\$ 80.00	= \$ _____
LOGO TEES SIX-PACK ADULT SMALL	_____	x	\$ 80.00	= \$ _____
LOGO TEES SIX-PACK ADULT X-LARGE	_____	x	\$ 80.00	= \$ _____
LOGO TEES SIX-PACK ADULT XX-LARGE	_____	x	\$ 80.00	= \$ _____
LOGO TEES SIX-PACK CHILD LARGE	_____	x	\$ 80.00	= \$ _____
LOGO TEES SIX-PACK CHILD MEDIUM	_____	x	\$ 80.00	= \$ _____
LOGO TEES SIX-PACK CHILD SMALL	_____	x	\$ 80.00	= \$ _____

Add total for all items here

ADDITIONAL MATERIALS GRAND TOTAL (add this total to Contract Confirmation Page)

\$ _____

You MUST return this form along with your contract to receive materials.

***See <https://www.mtishows.com/production-resources> for pricing.

- Customized Poster requires purchase of Logo Pack. If you order a Customized Poster without ordering a Logo Pack, a Logo Pack (at \$75) will automatically be added to your order.

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL MATERIALS

ORCHESTRATION

STANDARD ORCHESTRATION

Your MTI Rep: ROSEANNE GEORGE
 Your MTI Account Number: 0037816
 Contract #: 9666359 Printed on: 12/14/20

Below is a detailed list of all orchestra parts available for this title, along with doublings and other instrumentation notes. If you wish to order additional parts, mark the number of additional parts for each instrument, and return this page with your Contract Confirmation page and include the total number of additional parts on the Additional Materials form.

STANDARD ORCHESTRATION

BOOKS INCLUDED	ADDITIONAL REQUESTED	INSTRUMENT	DOUBLINGS
1	_____	CELLO	
1	_____	SYNTHESIZER	
1	_____	PERCUSSION	BELLS, BONGOS, BOWED CYMBAL, CABASA, DRUM KIT, DUMBEC FINGER CYMBAL, GLOCKENSPIEL, MARACAS, METAL GUIRO SHEKERE, SMALL TRIANGLE, SPLASH CYMBAL SUSPENDED CYMBAL, TABLA, TAMBOURINE, TIMPANI, VIBES WOODBLOCK, XYLOPHONE
1	_____	REED 1	ALTO SAXOPHONE, Bb CLARINET, FLUTE, OBOE

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL ORCHESTRATION

BILLING CREDITS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 9666359 Printed on: 12/14/20

SHOW BILLING CREDITS

For proper usage, refer to **Section I, Paragraphs 4 (A & B)** of the Performance License.

SEE BILLING RIDER FOR SHOW BILLING INFORMATION

MTI BILLING

In accordance with the **Dramatic Performing Rights License**, all publicity materials (posters, programs, etc.) **MUST** include the following credit:

THE 25TH ANNUAL PUTNAM COUNTY SPELLING BEE
Is presented through special arrangement with Music Theatre International (MTI).
All authorized performance materials are also supplied by MTI.
www.mtishows.com

VIDEO RECORDING WARNING

This license does NOT grant you the right** to make, use and/or distribute an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, videotape, film, CD, DVD and other digital distribution. You agree to inform all parents, students and attendees of the above prohibitions against recording the show by means of both a program note and a pre-show announcement.

In compliance with the above condition, you **MUST** include the following warning in your program:

**Any video and/or audio recording of this
production is strictly prohibited.**

**except with respect to certain titles, where a limited video license is available for \$75.00 and you have purchased that license.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

PERFORMANCE LICENSE

SECTION I

Your MTI Rep: ROSEANNE GEORGE

Your MTI Account Number: 0037816

Contract #: 9666359 Printed on: 12/14/20

This Performance License (the "License"), along with any Contract Riders attached to the Production Contract, are incorporated by reference into the Production Contract and contain important restrictions and requirements regarding the Licensee's production. Throughout this License, Music Theatre International is referred to as "MTI" or "we", the organization to which the Production Contract is issued is referred to as "Licensee" or "you," and the individual signing on behalf of the Licensee is referred to as the "Authorized Signatory."

Please read this Performance License carefully and keep this copy for your records.

Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that:

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

I. COPYRIGHT PROVISIONS

Any violation of these provisions shall automatically terminate this License.

1. **Rights Granted:** This Production Contract allows the public performance of the Play as represented in the rented materials provided by MTI under the following terms and conditions. The rights granted by MTI in this Production Contract do not include the right to utilize the original choreography, staging, direction, costume designs or scenery designs from any prior production of the Play (unless specified in writing to the contrary), and you may not use such elements, in whole or in part, in your production unless you have obtained the right to do so from the owner of such elements (such as the director, choreographer or designer). See separate Contract Rider for more detail regarding Replica Elements.
2. **Changing the Play:** Under federal law and under the terms of this Production Contract, you may not make any changes to the Play or any additional materials purchased or rented from MTI (the "MTI Rental Materials"), including but not limited to the following:
 - a. You may not add music, dialogue, lyrics or anything to the Play as embodied in the MTI Rental Materials, including any songs or dialogue from any film version of the Play or from any other production of the Play.
 - b. You may not delete, in whole or in part, any material in the Play as embodied in the MTI Rental Materials.
 - c. You may not make changes of any kind, including but not limited to changes of music, lyrics, dialogue, sequence of songs and/or scenes, time period, setting, characters or characterizations or gender of characters in the 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 MTI. MTI may, in its sole discretion, seek approval for such change from the author or other rightsholders of the Play (the "Rightsholders"). If permission for any such change is granted, such changes shall become the property of the Rightsholders without any obligation to you or any third party making such changes, and MTI may require you to enter into a work for hire agreement or copyright assignment with such third party. If MTI does not respond to a request for any changes, the change shall be deemed disapproved. No such change shall be implemented in your production unless and until MTI has notified you in writing that the change is approved.
 - e. You may not make any physical or digital copies of the materials provided or physically alter, amend, or change them, or digitally distribute them, without MTI's prior written permission.
 - f. MTI and the Rightsholders 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, furnish musical services or otherwise actualize your production unless that person has entered into a written agreement directly with the Rightsholders.
 - g. **The Authorized Signatory agrees to review these copyright provisions with the director and entire creative team of your production.**
3. **Advertising/Recording/Broadcast (Audio, Video, Digital, etc.):** Except for the customary right to advertise and publicize the Play by means of print, radio, television, the Internet and social media, including TV commercials and B-Roll (in which no radio, television or digital commercial produced by Producer shall contain excerpts from the Play in excess of 30 seconds (90 seconds in the aggregate)), this Production Contract grants no rights to record or distribute the Play or any portion of it by any means whatsoever. Specifically, except as set forth in the previous sentence, this Production Contract does not grant you any right to (i) make an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, tape, film, CD, DVD or digital versions; or (ii) televise, broadcast, stream, make available for download or otherwise post on the Internet or in social media or through any mobile device the Play or any portion of it. You agree to inform all audience members of the above prohibitions against recording the show by means of both a program note and a pre-show announcement. If you have purchased a Video License (where available) for your production of the Play, you may permit limited recording in accordance with the terms of the Video License.
4. **Billing Credits and Use of Logos in Advertising and Promotion:**
 - a. **Billing:** You must bill the Play, the authors and other creative personnel in all programs, houseboards, displays, websites, advertising and publicity (print or digital) exactly as set out in the Billing Credits section of this Production Contract. Your program must also include any other required language that appears in the Billing Credits (e.g., MTI credit, video recording warning language).
 - b. **Bios:** If your program or website includes bios of any member of your creative team, you must include both (i) author bios and (ii) Music Theatre International's bio in your program. Bios may be found on our website at www.mtishows.com/bios or may be obtained by request from MTI.
 - c. **Logos:** You may not use the copyrighted logo of the Play or any logo associated with any other production or film version of the Play, unless you purchase an MTI Logo Pack featuring that logo (where available) and you pay MTI the appropriate fee, if required.
 - d. **Use of Play Title in Domain Names and Social Media:** You may not use any domain name or social media or account/handle incorporating the name of the Play without the prior written permission of MTI. If permission is granted, you must agree to assign the domain name to the Rightsholders or their duly authorized representatives.
 - e. **Program Copies:** One (1) print copy of the program for your production should be sent to MTI's Business Office (in lieu thereof, digital copies can be emailed to licensing@mtishows.com) not later than three (3) days following the opening performance.
5. **Merchandise:** You may not create merchandise based on the Play or using the Play's title, logo, characters, lyrics or text, whether for sale or distribution, without written permission from MTI acting on behalf of the Rightsholders or their duly authorized representatives. You may sell merchandise purchased from MTI (e.g., T-shirts), where available.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

PERFORMANCE LICENSE

SECTION II

Your MTI Rep: ROSEANNE GEORGE

Your MTI Account Number: 0037816

Contract #: 9666359 Printed on: 12/14/20

Please read this Performance License carefully and keep this copy for your records.

Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that:

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

II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS

1. **License Effective Date:** MTI must receive, prior to the Offer Expiration Date (i) a signed copy of this Production Contract and (ii) your security deposit and any other payments due on execution, or your application for a license to produce the Play on the performance dates listed in this Production Contract will expire. You will receive a confirmation from MTI when all necessary submissions have been received and processed (please allow approximately ten (10) business days) and at such time your Production Contract will take effect and your production will be considered licensed. Until such time, you agree not to advertise, announce, audition, present or sell tickets for any performances of the Play. Your license to produce the Play is conditioned on MTI receiving payment in full of all royalties, rental fees and other materials costs (or by a purchase order pursuant to Paragraph 6 below). Payment in full is required before MTI will ship materials to you. In any case, if payment in full has not been received by MTI prior to your first performance, the rights granted to you in this Production Contract will terminate and you will be deemed to be unlicensed.
2. **Changes:** If any of the conditions set forth in this Production Contract have changed in any way (including change of dates, cancellation or addition of performance(s), ticket price adjustments or change of venue), you must notify MTI's BUSINESS OFFICE in writing immediately, and MTI must approve all changes before they may take effect. Such changes may alter the fees quoted in the Production Contract.
3. **Additional Performances:** If you request the right to add additional performances pursuant to Paragraph 2 above, you agree to make additional royalty and rental payments for any and all such additional performances. You agree not to announce, advertise, present or sell tickets for such additional performances without prior written permission from MTI and payment of the additional royalty and fees due.
4. **Cancellation of Performances:** If you cancel your production prior to the commencement of performances, you must notify MTI's BUSINESS OFFICE in writing immediately. You understand that, even if you do not present the Play, you may be obligated for the fees set forth in this License. Cancellation fees of at least fifty dollars (\$50.00) and other fees (e.g., shipping fees) may apply.
5. **Complimentary Tickets:** You agree as a condition of this Production Contract to reserve two (2) complimentary tickets for each performance (if requested) for the use of MTI and the Rightsholders and MTI agrees not to sell such tickets.
6. **Purchase Orders:** For accredited schools and government agencies only, a signed, authorized Purchase Order is acceptable for payment. You must still provide a check, credit card or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contract to cause materials to be shipped. You agree to promptly pay royalty and rental payments following the end of the production as provided in Paragraph 7 below.
7. **Accounting:** 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, including dates of performance, ticket prices and number of tickets sold. Such books and records shall be open at all reasonable business hours for inspection by MTI or its representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. You shall submit to MTI's Business Office, within five (5) days following demand by MTI, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. MTI's rights under this Paragraph shall continue for three (3) years following (i) the date of the last performance licensed under the Production Contract or (ii) the date on which MTI received final payment due hereunder, whichever is later.
8. **Default:** This License is conditioned upon your fulfillment of all obligations set forth herein and in the accompanying Production Contract, including the prompt payment of all rental, royalty, and security fees in U.S. funds when due. If any such payments are not made in full to MTI when due, the rights granted to you under this License will be deemed void ab initio (i.e., this License will be deemed invalid from the outset) and the production that is the subject of this License (and all performances thereof) will be deemed to constitute infringement under applicable law. 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 Paragraph 8, including, but not limited to, attorneys' fees, telephone, fax, and postage charges and collection expenses.
9. **Warranty:** MTI warrants that, on behalf of the Rightsholders of the Play, it is authorized to grant this License to you. MTI makes no other warranties.
10. **Reserved Rights:** All rights in and to the Play other than those specifically licensed to you under the terms of this Production Contract are reserved to MTI, with the unrestricted right of MTI 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.
11. **Transfer of Rights:** Under no conditions can this License be assigned or transferred without written consent from MTI.
12. **Governing Law:** This License 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 City or 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.
13. **Indemnification of Licensor:** You agree to indemnify MTI and its affiliates and the Rightsholders of the Play from any claim arising out of your violation of any of the provisions of this Production Contract.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

PERFORMANCE LICENSE

SECTION III

Your MTI Rep: ROSEANNE GEORGE

Your MTI Account Number: 0037816

Contract #: 9666359 Printed on: 12/14/20

Please read this Performance License carefully and keep this copy for your records.

Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that:

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

III. MATERIALS RENTAL PROVISIONS

1. **Term and Delivery:** Provided you have signed and submitted the Production Contract and paid the full applicable royalty, rental and security fees as described in Section II.1, the MTI Rental Materials will be shipped approximately two (2) months prior to the first performance. If the MTI Rental Materials are needed in advance of the two (2)-month period stated above, the charge is one hundred dollars (\$100.00) for each additional week or part thereof, subject to availability. If you have not signed and submitted the Production Contract and remitted full payment by a date to enable shipment approximately two (2) months prior to first performance, MTI cannot guarantee the MTI Rental Materials will be delivered in sufficient time to meet your production schedule.
2. **Authorized Rental Materials:** The MTI Rental Materials are the only Play materials authorized by the Rightsholders and must be rented from MTI as a condition of this Production Contract. You may not use scripts or orchestra parts obtained from other sources (including unauthorized materials posted on the Internet). The full rental fee must be paid even if you do not intend to use any or all of the MTI Rental Materials in your production.
3. **Ownership:** All MTI Rental Materials, including missing materials, remain the property of MTI and must be returned to MTI following the conclusion of your production. You understand that the MTI Rental Materials cannot be used for any purpose other than as stated in this License. The MTI Rental Materials may not be copied, scanned or otherwise reproduced, sold, traded, offered for sale or trade, posted online, used for performances other than those specified in this Production Contract or otherwise transferred physically or digitally.
4. **Suitability:** Although MTI strives to provide the highest quality service to you, MTI makes no representation as to the adequacy, suitability and/or condition of the materials indicated above. Any missing or damaged materials **MUST** be reported to MTI's Business Office within five (5) business days after your receipt of your shipment, or you may be liable for full replacement charges upon their return to MTI.
5. **Shipping Charges:** You are responsible for shipping charges BOTH WAYS for materials that MTI rents and/or supplies to you, as well as all customs charges, duties and the like in connection with shipments of materials outside of the United States and return shipment to MTI. You are responsible for complying with all customs regulations applicable to the return of materials to the United States. MTI ships by USPS, FedEx, UPS or other carriers at its sole option. Any expense that MTI incurs with respect to the delivery or return of the materials to its library shall be charged to you; you agree upon demand promptly to reimburse MTI for the full amount of such expense. A \$10 handling fee is applied to each order.
6. **Return of Materials:** You agree that, no later than seven (7) days after the last performance under this Production Contract, you will return to MTI, by prepaid carrier, insured for not less than seven hundred fifty dollars (\$750.00), the complete set of materials (including any additional materials ordered) in as good condition as when you received it. Should you fail to do so, MTI shall be entitled to an additional rental fee of twenty dollars (\$20.00) per item for each day that you retain any material beyond the period of seven (7) days after the last performance. You are responsible for the safe return to MTI of all MTI Rental Materials. If complete materials are not returned all at once and properly labeled, your account may not be credited or you may be liable for a restocking fee.
7. **Address for Return of Materials:** All materials must be returned to MTI's Music Library in Connecticut (Address listed below)

DO NOT SHIP RENTED PRODUCTION MATERIALS TO THE NEW YORK BUSINESS OFFICE!

**RETURN ALL RENTED
PRODUCTION MATERIALS TO:**

**Music Theatre International
31A Industrial Park Road
New Hartford, CT 06057**

Phone: 860-379-3320

Any materials returned to MTI's New York Business Office will be subject to a transfer charge of up to \$50.00.

8. **Damage/Loss:** Any damage to or loss of the materials shall be charged to you. You agree upon demand promptly to reimburse MTI for the full amount of such evaluated damage to or loss of materials. Any materials lost or damaged while in your possession will be assessed replacement fees as set forth in this Production Contract.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

CONTRACT RIDER

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 9666359 Printed on: 12/14/20

RESTRICTIONS ON CHANGES TO PLAY AND USE OF REPLICA ELEMENTS

By signing the Production Contract to which this Rider is attached, the individual signing on behalf of Licensee (the "Authorized Signatory") acknowledges, on behalf of Licensee, that under federal copyright law and the terms of the Production Contract, the Licensee may not (a) make any changes to the Play or any additional materials purchased or rented from MTI (the "MTI Rental Materials") or (b) use any choreography, direction or design elements from any prior production or film version of the Play except as set forth below under **Permitted Uses**. Without limiting the foregoing, Licensee acknowledges that it may not:

- Make changes of any kind, including changes of music, lyrics, dialogue, sequence of songs and/or scenes, time period, setting, characters or characterizations or gender of characters in the Play, regardless of whether the authors have approved any similar changes for a prior production of the Play.
- Add music, dialogue, lyrics, scenes, scenarios, characters, framing devices or anything to the text or structure of the Play as embodied in the MTI Rental Materials, including adding any songs or dialogue from any film version of the Play or from any other version of the Play.
- Delete, in whole or in part, any material (including music, lyrics or text) from the Play as embodied in the MTI Rental Materials.
- Use any of the designs, direction, choreography, logos or artwork, or other intellectual property from any Broadway, London, or touring productions or from any film version of the Play, except as set forth below under **Permitted Uses**. The rights to all of these elements are owned by third parties and are not granted as part of this Performance License.

Permitted Uses: Notwithstanding the foregoing restrictions, Licensee may use production elements such as choreography, direction, designs and/or logos when (i) any such elements are specifically authorized for use by MTI, either as part of MTI's standard rental package (or ShowKit®, for Broadway Junior® titles), or (ii) a license to use any such element is purchased separately by Licensee, where available.

If Licensee violates any of these restrictions, Licensee acknowledges and agrees that MTI may revoke Licensee's contract and cancel the production without advance notice and without Licensee recourse of any kind, that Licensee will forfeit any prepaid fees and/or royalties in full and that Licensee may be sued for breach of contract and federal copyright infringement to the full extent of the law.

By signing the Production Contract, which incorporates by reference the terms of this Rider, the Authorized Signatory acknowledges that the Authorized Signatory:

- a. has read and understands the terms above regarding changes to the Play and use of replica elements;
- b. has reviewed, or will review, the terms of this Production Contract regarding changes to the Play and use of replica elements with the director and entire creative team of Licensee's production; and
- c. represents and warrants that the director and creative team have been or will be instructed that (i) no changes may be made to the Play without the written consent of the Rightsholders and (ii) they shall not copy or replicate any of the creative elements of prior productions or film version of the Play.

CONTRACT RIDER
COMPLETE THIS COPY AND RETURN TO MTI

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 9666359 Printed on: 12/14/20

ADDITIONAL LICENSING GUIDELINES AND PROVISIONS

You agree to bill the Play and the Authors and all other parties specified below in all programs, houseboards, displays and in all advertising and all paid publicity, in the following manner:

CREDIT

THE 25TH ANNUAL PUTNAM COUNTY SPELLING BEE **100%**

Music & Lyrics by William Finn Book By Rachel Sheinkin **50%**

Conceived by Rebecca Feldman **50%**

Additional Material by Jay Reiss **25%**

Originally Directed on Broadway by James Lapine **25%**

Furthermore, you agree to include clear and prominent credit on the title page of all programs and in all advertising and publicity wherever and whenever the full production credits are given, in a type size not less than 25% of the type size used for the non-logo title of the Play, substantially as follows:

Originally produced on Broadway by
David Stone, James L. Nederlander, Barbara Whitman, Patrick Catullo **25%**
Barrington Stage Company, Second Stage Theatre

You also agree to include the following on the staff credits page of any program, in capital letters and separated by a line from other staff, as follows:

In the first position:
'Based upon C-R-E-P-U-S-C-U-L-E, an original play by The Farm.'

In the second position:
'The Barrington Stage Company workshop of THE 25TH ANNUAL PUTNAM COUNTY SPELLING BEE was originally co-directed by Michael Barakiva and Rebecca Feldman.'

In addition to the foregoing credits, you agree to include the Owners' and The Farm's approved biographies in all programs of the Play that include biographies of any other creative team members. Bios can be found on the MTI website at: <http://www.mtishows.com/about/author-bios>

Please sign below to affirm that you have read the above Billing Rider to the Performance License for your production of THE 25TH ANNUAL PUTNAM COUNTY SPELLING BEE. By signing below, you acknowledge that you fully understand that the inclusion of all credits set forth on the Billing Rider is required, and you agree to ensure that the party responsible for your production's programs, posters and advertising are made aware of these requirements as well.

ACCEPTANCE

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

PRINT YOUR NAME _____ TITLE _____
AUTHORIZED SIGNATURE _____ DATE _____
DAYTIME TELEPHONE _____ EMAIL _____

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

ADDITIONAL LICENSING GUIDELINES AND PROVISIONS

You agree to bill the Play and the Authors and all other parties specified below in all programs, houseboards, displays and in all advertising and all paid publicity, in the following manner:

CREDIT

**THE 25TH ANNUAL
PUTNAM COUNTY
SPELLING BEE** **100%**

Music & Lyrics by **William Finn** Book By **Rachel Sheinkin** **50%**

Conceived by **Rebecca Feldman** **50%**

Additional Material by **Jay Reiss** **25%**

Originally Directed on Broadway by **James Lapine** **25%**

Furthermore, you agree to include clear and prominent credit on the title page of all programs and in all advertising and publicity wherever and whenever the full production credits are given, in a type size not less than 25% of the type size used for the non-logo title of the Play, substantially as follows:

Originally produced on Broadway by
David Stone, James L. Nederlander, Barbara Whitman, Patrick Catullo **25%**
Barrington Stage Company, Second Stage Theatre

You also agree to include the following on the staff credits page of any program, in capital letters and separated by a line from other staff, as follows:

In the first position:
'Based upon C-R-E-P-U-S-C-U-L-E, an original play by The Farm.'

In the second position:
'The Barrington Stage Company workshop of THE 25TH ANNUAL PUTNAM COUNTY SPELLING BEE was originally co-directed by Michael Barakiva and Rebecca Feldman.'

In addition to the foregoing credits, you agree to include the Owners' and The Farm's approved biographies in all programs of the Play that include biographies of any other creative team members. Bios can be found on the MTI website at: <http://www.mtishows.com/about/author-bios>

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PRINT YOUR NAME _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

DAYTIME TELEPHONE _____ EMAIL _____

YOU MAY KEEP THIS PAGE FOR YOUR RECORDS