

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:

9/20/18

AGENDA ITEM (ACTION ITEM):

Consider/Approve R. C. Hinsdale's request to sign a licensure agreement for 2019 Drama Club performance of Beauty and the Beast

APPLICABLE BOARD POLICY:

Policy 01.1 requires board approval for any paperwork pertaining to a contract.

HISTORY/BACKGROUND:

This contract allows our Drama Club to perform the show for our students, parents, and community.

FISCAL/BUDGETARY IMPACT:

No funds needed – PTA provides funding

RECOMMENDATION:

R. C. Hinsdale Drama Club is aware of all licensure agreement requirements and is committed to abiding by them. We are asking for board approval.

CONTACT PERSON:

Elizabeth King – 5th Grade Teacher and Drama Club Sponsor at R. C. Hinsdale

Principal

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 Joshua Crabtree, Esq. Carla Egan Jessica Jehn
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"

**MUSIC THEATRE INTERNATIONAL****INVOICE**423 west 55th st., 2nd fl., new york, ny 10019 • licensing@mtishows.com • www.mtishows.com

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(0021269) R C HINSDALE ELEMENTARY SCHOOL -- DISNEY'S BEAUTY AND THE BEAST JR

Production of **DISNEY'S BEAUTY AND THE BEAST JR**

SPECIAL CONDITIONS:

When

License for Performances from	6/27/2018 - 6/27/2019
First Performance Date	4/12/2019
Last Performance Date	4/26/2019
Number of Performances	3

Where

Theatre Name	SCOTT HIGH SCHOOL AUDITORIUM
Theatre Address	5400 OLD TAYLOR MILL ROAD TAYLOR MILL, KY 41017
Country	US
Theatre Phone	859-356-3146
Theatre Fax	
Theatre Website	BETH.KING@KENTON.KYS CHOOOLS.US

Audience

Seating Capacity	200
Expected or Average Seating Usage	200

Tickets

Price1	\$5	% of total	100%
Price2	--	% of total	--
Price3	--	% of total	--
Price4	--	% of total	--
Price5	--	% of total	--

\$5 AVG

100% TOTAL

Order Summary

Production Materials

ShowKit

Royalty Fee	\$129.00
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Material Fee	\$516.00
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1	CHOREOGRAPHY DVD	
1	PIANO VOCAL SCORE	
1	MEDIA DISK	
30	FAMILY MATTERS	
1	DIRECTOR'S GUIDE	
2	PERFORMANCE ACCOMPANIMENT CD	
30	ACTOR'S BOOK	

Additional Material

1 PIANO VOCAL SCORE	\$40.00
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Theatrical Resources

5 ACTOR'S BOOK TENPACK	\$375.00
4 STUDENT REHEARSAL CD	\$40.00
1 VIDEO LICENSE	\$75.00

Sales Tax	\$0.00
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Materials and Resources Sub Total	\$1,175.00
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S&H Summary

Production Materials	Standard	\$40.00
Additional Production Materials	Standard	\$8.20
Theatrical Resources	Standard	\$34.75

MATERIALS AND RESOURCES SUB TOTAL	\$82.95
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Total

MATERIALS AND RESOURCES SUB TOTAL	\$1,175.00
SHIPPING & HANDLING SUB TOTAL	\$82.95
GRAND TOTAL	\$1,257.95

Information

Name	Phone
Address	Fax
Country	Email

**Shipping
Address**

Organization	R C HINSDALE ELEMENTARY SCHOOL
Contact	ELIZABETH KING
	802 NIEWAHNER DR
Shipping Address	VILLA HILLS, KENTON
	KY 41017
Phone	8598662384

**Billing
Address**

Organization	R C HINSDALE ELEMENTARY SCHOOL
Contact	NATALIE LINSTRUTH
	440 DUDLEY PIKE
Billing Address	EDGEWOOD, KENTON
	KY 41017
Phone	859-341-8226

Payment

Payment Method	Creditcard Only
Invoice Total	\$1,257.95

Type of Card
Name on Card
Card Number
Expiration Date
CID#

Terms and Conditions

DRAMATIC PERFORMING RIGHTS LICENSE

1. Your authorized ShowKit® will consist of the following:

- 1 CHOREOGRAPHY DVD
- 1 PIANO VOCAL SCORE
- 1 MEDIA DISK
- 30 FAMILY MATTERS
- 1 DIRECTOR'S GUIDE
- 2 PERFORMANCE ACCOMPANIMENT
CD
- 30 ACTOR'S BOOK

2. You agree that

Ticket prices for any performance of the show shall not exceed \$10.00 per ticket and

No performance shall take place for any audience exceeding 750 people unless such performances are free of any admission charge, donations or contributions. Any deviation from the foregoing restrictions requires the prior written permission of Music Theatre International.

3. This License grants you the right to perform the "Play" as many times as you would like within the licensed dates listed on the front of this license. In any event it is a violation of this license and copyright laws to use ShowKit® Materials in part or in whole past license date.

4. All advertising, such as posters and program covers, must include the show logo as provided in the ShowKit® Director's Guide. You will not make or sell merchandise bearing this logo, with the exception of t-shirts if purchased from MTI. You will inform the parents and students that they are also bound by this prohibition.

5. All ShowKit materials such as the director's guide, student books, audio and media items and other materials are yours to keep. You may NOT redistribute these materials nor use these materials to stage another production without a valid performance license. All performers in the show must be in 9th grade or

younger, unless otherwise authorized in writing in advance by MTI.

6.The performance rights granted by this license apply only to the organization named on this license through special arrangement with Music Theatre International, exclusive licensing agent for live stage performances of this play.

7.You understand that this play is fully protected by Federal and International Copyright laws, and therefore:

You will properly credit the Authors of the play, credit Music Theatre International and reproduce the play logo and trademark on all posters and in all programs exactly as provided.

You will perform this show from MTI's Broadway Junior Collection® exactly as it has been provided to you in the ShowKit® materials and you will not add or delete any music or lyrics, alter any music or lyrics or make changes of any kind in the text of the play, including changes to the characters and characterizations.

You will not reproduce, post or electronically transmit on the Internet, rent or sell any of the materials contained in the ShowKit®. However, to aid in the rehearsal of your junior production, you do have permission to make limited individual practice tapes from the performance CD to provide some students as needed which may contain up to a maximum of three (3) songs each per student. Such tapes may not be otherwise disseminated in any way.

Recording: This license does not grant you the right** to make, use 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 other digital sequencing. 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.

**except with Disney titles, where a limited video license is available for \$75.00

Specific Licensing Guidelines and Provisions

1. **DISNEY PUBLIC IMAGE AND REPUTATION.** You acknowledge that Disney is extremely sensitive about maintaining the wholesome Disney public image and preserving and enhancing the Disney reputation for consistently offering family entertainment of the highest caliber. You agree that neither you, nor your employees and representatives, shall take any action which could poorly reflect upon such Disney public image or reputation and you shall at all times manage the production and presentation of the Play in a manner consistent with such Disney public image and reputation. All staff will be made aware of Disney's standards and will conduct themselves in a

manner in accordance with these standards and with the expectations of a family audience. In addition to the foregoing, you agree not to list any of your sponsors in connection with any advertising or promotion of the Play if such sponsors do business in any of the following categories: alcohol, tobacco, firearms and feminine hygiene products. Any violation of the foregoing provisions shall entitle us to immediately terminate this Agreement and to injunctive relief to prohibit any further use of the Play.

2. **TRADEMARKS.** You shall acquire no right under this Agreement to use, and shall not use, the name "Disney" (either alone or in conjunction with or as part of any other word or name) or any fanciful characters, designs, logos or trademarks of The Walt Disney Company or any of its related, affiliated or subsidiary companies:

2.1 in any of your advertising, publicity or promotions other than as part of the title page for programs of your production of the Play, all as provided in paragraph 1 of this Rider and to factually describe Disney's role in your production, namely, that Disney is a licensor only of its stage play and not Disney owned production elements, and is not a producer of your show.

2.2 to express or imply any endorsement by Disney of your production of the Play or any other of your activities; or:

2.3 in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).

Violation of one or more of these Guidelines and Provisions constitutes a material breach of contract and may result in the immediate revocation of your performance license. Please read the Guidelines and Provisions carefully.

Customer Billing

(0021269) R C HINSDALE ELEMENTARY SCHOOL -- DISNEY'S BEAUTY AND THE BEAST JR

Please read and print the following Show

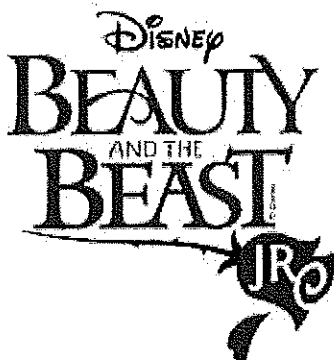
Billing Information

Show Billing:

R C HINSDALE ELEMENTARY SCHOOL

Production of

Beauty and the Beast JR



Music by
Alan Menken

Lyrics by
Howard Ashman & Tim Rice

Book by
Linda Woolverton

Originally Directed by
Robert Jess Roth

Originally Produced by
Disney Theatrical Productions

The billing to you must be in the form specified above, including the words "Production of" below your billing, which shall be visually contiguous with the title, all so that the audience is informed that you are the producer. Your billing shall be no less than 50% of the size of the logo or artwork title, as measured by the proportion of the average size of your name to the largest letter in the logo or artwork title. The name "Disney's" shall be in plain type font, shall be no more than 33% of the title, as measured by the proportion of the size of the "D" in "Disney" to the size of the largest letters in the title, and in no event may you duplicate the Broadway logo or title nor the logo and title from the Walt Disney film "Beauty and The Beast" (the "Film"), unless you separately license the right to use the Broadway logo. If you do separately license the right to use the Broadway logo, then you shall duplicate such logo and billing credits exactly as provided, including the fonts.

(For professional licensees): If you elect not to purchase the Broadway logo, then you shall submit your logo or artwork title for approval prior to any public use thereof. The size of the credit to the authors and to Disney Theatrical

Productions shall be no less than 50% of the regular title, and if there is no regular title, then no less than 20% of the logo or artwork title. The size of the credit to Robert Jess Roth shall be no less than 40% of the regular title, and if there is no regular title, then no less than 16% of the logo or artwork title, and in all events 80% of the size of the credit to the authors and Disney Theatrical Productions. Notwithstanding the provisions above, the credits to Disney Theatrical Productions and to Robert Jess Roth shall only appear on the title page of the program. You are further prohibited from copying or otherwise using any costume designs, character designs, artwork or other intellectual property from the Broadway play or the Film, although there may be a general similarity to the characters' appearances. A sample of appropriate billing size and placement is attached hereto for your reference (without constituting a grant of rights in the Broadway logo).

MTI Credit

(0021269) R C HINSDALE ELEMENTARY SCHOOL -- DISNEY'S BEAUTY AND THE BEAST JR

Please read and print the appropriate way to credit MTI

Program/Poster/Advertising Credits for MTI:

MTI Billing

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

DISNEY'S BEAUTY AND THE BEAST JR

is presented through special arrangement with
and all authorized performance materials are supplied by

Music Theatre International

423 West 55th Street, New York, NY 10019

Phone: (212) 541-4684 Fax: (212) 397-4684

www.MTIShows.com

Videotaping Warning

This license does NOT grant you the right** to make, use 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 other digital sequencing. 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:

****except with Disney titles, where a limited video license is available for \$75.00**

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Invoice # 846946

Invoice
Date 00/00/0000

Organization R C HINSDALE ELEMENTARY SCHOOL

Customer Number 0021269

Show DISNEY'S BEAUTY AND THE BEAST JR

Booking# 9514729

Performance Dates 04/12/2019 - 04/26/2019

Production Type NON-EQUITY

Cash Due Date 06/27/2018

Billing Address NATALIE LINSTRUTH

Phone 859-341-8226

440 DUDLEY PIKE

Fax

EDGEWOOD, KENTON, KY 41017
US

Email NATALIE@LINSTRUTH.NET

CHARGE/DESCRIPTION	QUANTITY	RATE	AMOUNT
Royalty A	1	\$129.00	\$129.00
Material Sales Fee			\$516.00
Additional Material PIANO VOCAL SCORE	1	\$40.00	\$40.00
Additional Material ACTOR'S BOOK TENPACK	5	\$75.00	\$375.00
Additional Material STUDENT REHEARSAL CD	4	\$10.00	\$40.00
Additional Material VIDEO LICENSE	1	\$75.00	\$75.00
Shipping Charge			\$82.95

Sub Total \$1,257.95

Payment (\$1,257.95)

TOTAL BALANCE DUE: \$0.00

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