



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:

November 27, 2018

AGENDA ITEM (ACTION ITEM):

Consider/Approve The contract from MTI Production to perform the production of Mamma Mia. The show will be produced by the Dixie Drama Department.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Each year the Dixie Drama Department produces and performs a variety of shows including, but not limited to, first run Broadway shows. During the 2017/18 school year, the Dixie Drama Department performed the show Grease to several sold out houses. For the spring of 2019 we are considering a few options including the production of Mamma Mia.

FISCAL/BUDGETARY IMPACT:

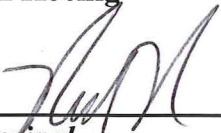
All expenses and monies collected for the show will be paid from the Dixie Drama Department. Expenses will include the rights to the show, props, costumes, sets, lighting, makeup, advertising, etc. Proceeds from ticket sales will benefit the Dixie Drama Department.

RECOMMENDATION:


Approval for the Dixie Heights Drama Department to contract with MTI Production to produce and perform the production Mamma Mia.

CONTACT PERSON:

Alex Koenig


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."

MTI PRODUCTION CONTRACT

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 9543149 Printed on: 11/02/18

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: 11/02/18
Contract Expiration Date: 12/14/18
Valid For Performances From: 05/09/19 - 05/11/19

THIS IS A LICENSE FOR AN AMATEUR PRODUCTION OF:
MAMMA MIA!

SPECIAL CONDITIONS

ROYALTY

ROYALTY A) \$275.00 For Each Regular, Benefit or Other Performance
Provisions: Regular Performance
Seating Limited to 200 per Performance
Tickets @ 10.00 8.00 5.00

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 THIS COPY AND RETURN TO MTI

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 9543149 Printed on: 11/02/18

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: DIXIE HEIGHTS HIGH SCHOOL

Name of Show: MAMMA MIA!

Name and address of performance space/venue: DHHS THEATER
3010 DIXIE HIGHWAY, EDGEWOOD, KY 41017

Date(s) of performance(s): 05/09/2019 - 05/11/2019

Contract Expires: 12/14/2018

Please list number of performances
for each calendar month: _____

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

Royalty A for _____ performance(s) @ \$ 275.00 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): \$400 per month X _____ months \$ _____

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. \$ 400.00
Failure to do so may result in a delay in the processing of your license.

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

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

TOTAL: \$ _____

TOTAL AMOUNT ENCLOSED: \$ _____

OUTSTANDING OBLIGATIONS: \$ _____

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

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

PRINT YOUR NAME _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

DAYTIME TELEPHONE _____ EMAIL _____

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

CONTRACT CONFIRMATION

LICENSEE COPY

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 9543149 Printed on: 11/02/18

CONFIRMATION OF PERFORMANCE INFORMATION

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Name of Show: MAMMA MIA!

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for each calendar month: _____

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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. \$ 400.00
Failure to do so may result in a delay in the processing of your license.

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

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

TOTAL: \$ _____

TOTAL AMOUNT ENCLOSED: \$ _____

OUTSTANDING OBLIGATIONS: \$ _____

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

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

PRINT YOUR NAME _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

DAYTIME TELEPHONE _____ EMAIL _____

KEEP THIS PAGE FOR YOUR RECORDS

STANDARD RENTAL SET

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 9543149 Printed on: 11/02/18

YOUR STANDARD RENTAL SET WILL INCLUDE:

- 1 KEYBOARD PATCH REFERENCE CD
- 1 KEYBOARD SOUNDS REFERENCE-DIGITAL
- 1 KEYBOARD1 - CONDUCTOR SCORE
- 30 LIBRETTO/VOCAL BOOK
- 1 PIANO VOCAL SCORE

ADDITIONAL MATERIALS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 9543149 Printed on: 11/02/18

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			
KEYBOARD PATCH REFERENCE CD (Call for Pricing and Availability)			
KEYBOARD SOUNDS REFERENCE-DIGITAL (Call for Pricing and Availability)			
KEYBOARD1 - CONDUCTOR SCORE (Replacement Fee \$120.00)	_____ x	\$ 30.00	= \$ _____
LIBRETTO/VOCAL BOOK (Replacement Fee \$25.00)	_____ x	\$ 6.25	= \$ _____
PIANO VOCAL SCORE (Replacement Fee \$80.00)	_____ x	\$ 20.00	= \$ _____
ADDITIONAL ORCHESTRA PARTS (Replacement Fee \$60.00) (Attach ORCHESTRATION sheet with additional parts required marked - list total quantity of parts above)	_____ x	\$ 15.00	= \$ _____
THEATRICAL RESOURCES			
CUSTOMIZABLE SHOW POSTERS (Call for Pricing and Availability)			
KEYBOARD PATCH SOLUTIONS (Call for Pricing and Availability)			
LOGO PACK DIGITAL	_____ x	\$ 75.00	= \$ _____
ORCHEXTRA (Call for Pricing and Availability)			
PERFORMANCE ACCOMPANIMENT RECORDING (Call for Pricing and Availability)			
PRODUCTIONPRO	_____ x	\$ 199.00	= \$ _____
REFERENCE RECORDING	_____ x	\$ 20.00	= \$ _____
REHEARSCORE APP	_____ x	\$ 350.00	= \$ _____
SCENIC PROJECTIONS-ANIMATED	_____ x	\$ 995.00	= \$ _____
SCENIC PROJECTIONS-STILL	_____ x	\$ 600.00	= \$ _____
TRANSPPOSITIONS-ON-DEMAND (Call for Pricing and Availability)			
VIRTUAL STAGE MANAGER (Call for Pricing and Availability)			
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.

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL MATERIALS

ORCHESTRATION

STANDARD ORCHESTRATION

Your MTI Rep: ROSEANNE GEORGE
 Your MTI Account Number: 0037816
 Contract #: 9543149 Printed on: 11/02/18

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	_____	BASS	ELECTRIC BASS
1	_____	DRUMS	DRUM KIT
1	_____	GUITAR 1	ACOUSTIC GUITAR, ELECTRIC GUITAR
1	_____	GUITAR 2	ACOUSTIC GUITAR, ELECTRIC GUITAR, 12-STRING ACOUSTIC
1	_____	KEYBOARD 2	
1	_____	KEYBOARD 3	
1	_____	KEYBOARD 4	
1	_____	KEYBOARD1 - CONDUCTOR	
	_____	SCORE	
1	_____	PERCUSSION	BELL TREE, CABASA, CONGAS, CROTALES, GLOCKENSPIEL MARK TREE, SHAKER, SLEIGH BELLS, TAMBOURINE, TIMBALES TIMPANI, XYLOPHONE

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL ORCHESTRATION

BILLING CREDITS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 9543149 Printed on: 11/02/18

SHOW BILLING CREDITS

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

SEE ADDITIONAL LICENSING GUIDELINES AND PROVISIONS
and ADDITIONAL BILLING REQUIREMENTS

MTI BILLING

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

MAMMA MIA!
Is presented through special arrangement with Music Theatre International (MTI).
All authorized performance materials are also supplied by MTI.
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:

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

**except with 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 #: 9543149 Printed on: 11/02/18

BUSINESS OFFICE
Phone: (212) 541-4684 Fax: (212) 397-4684
Music Theatre International
423 West 55th Street
New York, NY 10019

MTI MUSIC LIBRARY
Phone: 860-379-3320
Music Theatre International
31A Industrial Park Road
New Hartford, CT 06057

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 License—granted to the party to whom the Production Contract is addressed (“Licensee” or “You”)—allows the public performance of the Play as represented in the rented printed materials under the following terms and conditions. This License does not include the right to the original choreography, staging, direction, costume designs or scenery designs of the Play unless specified in writing to the contrary.
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 rented material.
 - 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 or change in the period, characters 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 MTI so that the written consent of the Authors, if granted, may be obtained by MTI.
 - e. You may not make any copies of the materials provided or physically alter, amend, or change them without MTI's prior written permission. Should permission be granted, any and all materials created or amended remain the property of the Copyright Owners and must be returned to MTI.
 - f. MTI and the Copyright Owners 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 Owners.
 - g. By signing the Performance Contract, you agree to review the terms of this Performance License, in particular Paragraph I.2 (This Paragraph), 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 Authors.
3. Recording/Reproduction (Audio, Video, Computer Sequencing, etc.)
 - a. 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.
 - 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.
4. Program/Poster/Advertising Credits
 - a. Author/Creator: You must give the authors/creators billing credits, as specified in the Production Contract, in a conspicuous manner on the first page of credits in all programs and on houseboards, displays and in all other advertising announcements of any kind.
 - b. MTI: You must give appropriate credit to MUSIC THEATRE INTERNATIONAL on all posters, fliers, advertisements and on the title page of your programs in the following manner:
“[Name of Play]” is presented through special arrangement with Music Theatre International (MTI). All authorized performance materials are also supplied by MTI, 423 West 55th Street, New York, NY 10019
Tel.: (212) 541-4684 Fax: (212) 397-4684 www.MTIShows.com
 - c. If your program contains cast and/or creative team bios, MTI encourages you to include bios for the authors as well as the MTI bio. Bios can be found on MTI's website at www.MTIShows.com/programbios or obtained by request from MTI.
 - d. You must include the following warning in your program:
“The videotaping or other video or audio recording of this production is strictly prohibited.”
 - e. Logos: You may not use the copyrighted logo of the Play, unless MTI grants you a specific license to do so in the Production Contract and you pay MTI the applicable fee.
 - f. Merchandise: You may not create merchandise based on the play, whether for sale or distribution, without written permission from MTI acting on behalf of the Copyright Owners or their duly authorized representatives.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

PERFORMANCE LICENSE

SECTION II

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 9543149 Printed on: 11/02/18

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. **Changes:** If any of the conditions set forth in the Production Contract have changed in any way (including cancellation or addition of performance(s), ticket price adjustments or change of venue), you must notify MTI's BUSINESS OFFICE (address above) 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. Cancellation fees of at least fifty dollars (\$50.00) may apply.
2. **Expiration Date and Cancellation of License:** MTI must receive a signed copy of the Production Contract, accompanied by payment in full, (or by a purchase order pursuant to Paragraph 5 below) by the expiration date indicated on the first page of the Production Contract or prior to your first performance, whichever occurs sooner, or you will be deemed to be unlicensed. MTI reserves the right, in its sole discretion, to revoke this Performance License by sending written notice to you at any time prior to MTI's receipt of both a signed Production Contract and payment in full. You agree not to advertise, announce, present or sell tickets for any performances until you are licensed as provided above.
3. **Additional Performances:** Should you desire to present performances in addition to those provided for in the Production Contract, 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 as a condition of this License to reserve two (2) complimentary tickets (if requested) for the use of MTI and the Copyright Owners for each performance and MTI agrees not to sell such tickets.
5. **Purchase Orders:** For schools and government agencies only, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. You must still send us your check or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contracts to cause materials to be shipped.
6. **Accounting:** You shall forward to us at least two (2) copies of the program for your production not later than three (3) days following the opening performance licensed by us under the terms of this agreement. 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 MTI or our representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. MTI's rights under this License shall continue for twelve (12) months following the date of the last performance licensed under the terms of this agreement.
7. **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. 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 owners of the copyright 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 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.
11. **Indemnification of Licensor:** You agree to indemnify MTI and the Copyright Owner(s) and Rightsholder(s) of the Play from any claim arising out of your violation of any of the provisions of this License agreement.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

PERFORMANCE LICENSE

SECTION III

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 9543149 Printed on: 11/02/18

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:** Unless otherwise indicated in the accompanying Production Contract, the term of rental shall be 2 (two) months.
2. **Delivery:** Provided MTI has received a signed copy of the Production Contract and the full applicable royalty, rental and security fees, the rented materials will be shipped approximately two months prior to the first performance. Please allow approximately ten (10) days for delivery.
3. **Additional Rental Time:** If the rented materials are needed in advance of the 2 month period stated below, the charge is four hundred dollars (\$400.00) each extra month or part thereof, subject to availability.
4. **Suitability:** 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 forty-eight (48) hours after your receipt of them, or you may be liable for full replacement charges upon their return to MTI.
5. **Shipping Charges:** You shall pay 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. MTI ships by U.S. Mail, Air Freight, 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 the terms of this License, 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) 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 of the rented material. 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 (Address listed below)
DO NOT SHIP MATERIALS TO THE BUSINESS OFFICE!

RETURN ALL MATERIALS TO:

**Music Theatre International
31A Industrial Park Road
New Hartford, CT 06057
Phone: 860-379-3320**

Any materials returned to MTI's 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 fees as set forth in the accompanying Production Contract.
9. **Cancellation:** The fee for rental 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 fees set forth in this License and the accompanying Production Contract.
10. **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.

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CONTRACT RIDER

MTI COPY

Your MTI Rep: ROSEANNE GEORGE

Your MTI Account Number: 0037816

Contract #: 9543149 Printed on: 11/02/18

MAMMA MIA - ADDITIONAL LICENSING GUIDELINES AND PROVISIONS

It is a condition of this License that you comply at all times with the credit provisions and other restrictions and requirements included in this Rider. By signing this Rider, you acknowledge and agree that the Licensee will comply with all terms and conditions of this Rider.

1. **CREDITS.** You shall incorporate the title *Mamma Mia!* and the relevant individual credits and strictly comply with all size and placement requirements on the title page of all playbills and programs, and in all houseboards and displays and in all other advertising, press releases and any other promotional material, in the manner set forth in the attached billing samples.
2. **NO USE OF ELEMENTS FROM PRIOR PRODUCTIONS.** Without limiting any other terms of this License, you acknowledge that this License includes only MTI's rights with respect to the book, music and lyrics of the Play. This License specifically excludes and prohibits any right for you to use or copy any creative elements from prior productions of the Play (including the London, Broadway and touring productions) (the "First-Class Productions") or the film *Mamma Mia!* (the "Film"), including, without limitation, the choreography, direction, staging, set, costume, lighting or sound design or the physical production of any First-Class Production or the Film and the properties or accessories thereof. In addition, you expressly acknowledge and agree that all designs, including sets, costumes, lighting, sound and makeup, must be original and may not replicate those of any other production. By signing below, you acknowledge that the creative elements from prior productions of the Play (including the First-Class Productions) are protected by U.S. and international copyright law and that any use or copying of such creative elements is strictly prohibited and may subject your organization to an action for copyright infringement. In addition, please see Paragraph 4 below with respect to the prohibition on uses of the logos and artwork from First-Class Productions of the Play and the Film.
3. **CAST SIZE.** Your production of the Play must include no fewer than 20 performers for the cast unless MTI, acting on behalf of the copyright owners, agrees in writing.
4. **LOGOS/ARTWORK.** An authorized *Mamma Mia!* logo title treatment (the "Authorized Logo") has been made available for use by all licensees under the following conditions:
 - No changes to the provided Authorized Logo (including color, layout or design) will be approved.
 - If desired, Licensees may design their own artwork to use in coordination with the Authorized Logo as long as that artwork is distinctly different from anything used for the First-Class productions or for the Film. For example, there can be no use of the original "Bride" artwork or bridal imagery in general, nor can the artwork include the name "ABBA" or the title of any ABBA song as part of the artwork or in a strapline directly attached.

Please note that Professional theatres are REQUIRED to use the Authorized Logo - either to stand alone or in coordination with artwork of their own design as described above.

Amateur theatres have the option to design their own logo, including title treatment, under the following conditions, which apply to ALL licensees: You agree that you will not use any logos, artwork, or advertising, promotional or marketing material, including television, radio, websites or social media marketing, that suggests that your production is in any way associated with the First-Class Productions, including the use of any artwork, video or audio recordings, critics quotes or other advertising or promotional materials associated with such productions, and/or the titles of any ABBA songs, or references to awards won by First-Class Productions or the Film. There may be no use of the original "Bride" artwork or bridal imagery in general in your show's artwork. ABBA may not be referenced in the logo or on a strapline directly attached.

5. **SPECIAL LICENSE PROVISIONS.** The granting of this License to you to perform the Play is not to be construed as a right to interpolate new music, text or lyrics or alter any music or lyrics (including changing the order of songs or scenes) or to make any changes in the text included with the rented material, nor does it include any right to make any alterations or adjustments to the orchestrations or arrangements supplied. No changes of any kind shall be made in the Play. Further, any questions arising in connection with this License or the Play shall be directed exclusively to MTI and not to the Authors or any other party. Any violation of the restrictions set forth in the first sentence of this Paragraph 5 shall be deemed a willful infringement of the copyright of the Authors, and the referral of any matter other than to MTI shall be regarded as a breach of this License. In either case all rights are reserved.

ACCEPTANCE

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

PRINT YOUR NAME _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

DAYTIME TELEPHONE _____ EMAIL _____

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

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Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 9543149 Printed on: 11/02/18

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2. **NO USE OF ELEMENTS FROM PRIOR PRODUCTIONS.** Without limiting any other terms of this License, you acknowledge that this License includes only MTI's rights with respect to the book, music and lyrics of the Play. This License specifically excludes and prohibits any right for you to use or copy any creative elements from prior productions of the Play (including the London, Broadway and touring productions) (the "First-Class Productions") or the film *Mamma Mia!* (the "Film"), including, without limitation, the choreography, direction, staging, set, costume, lighting or sound design or the physical production of any First-Class Production or the Film and the properties or accessories thereof. In addition, you expressly acknowledge and agree that all designs, including sets, costumes, lighting, sound and makeup, must be original and may not replicate those of any other production. By signing below, you acknowledge that the creative elements from prior productions of the Play (including the First-Class Productions) are protected by U.S. and international copyright law and that any use or copying of such creative elements is strictly prohibited and may subject your organization to an action for copyright infringement. In addition, please see Paragraph 4 below with respect to the prohibition on uses of the logos and artwork from First-Class Productions of the Play and the Film.
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ACCEPTANCE

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

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

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MAMMA MIA - ADDITIONAL LICENSING GUIDELINES AND PROVISIONS

BILLING CREDITS SAMPLES

A. COMPLETE SHOW BILLING FOR USE WITH FULL PRODUCTION CREDITS.

You agree to bill the Play, the Authors and producers on the title page of all programs and in all advertising and publicity wherever and whenever the full production credits are given, in the manner set forth in the sample below. Specifically, the Title and all names shown shall be accorded percentage print sizes as shown in the sample below.

CREDIT	SIZE TYPE
MAMMA MIA!	100%
MUSIC AND LYRICS BY	22.5%
BENNY ANDERSSON	50%
BJÖRN ULVAEUS	22.5%
AND SOME SONGS WITH STIG ANDERSON	
22.5% {BOOK BY CATHERINE JOHNSON} 35%	Note size difference within these lines
22.5% {ORIGINALLY CONCEIVED BY JUDY CRAYMER} 35%	22.5%
MAMMA MIA! WAS ORIGINALLY PRODUCED IN LONDON BY JUDY CRAYMER, RICHARD EAST AND BJÖRN ULVAEUS FOR LITTLESTAR IN ASSOCIATION WITH UNIVERSAL.	
ADDITIONAL MATERIAL & ARRANGEMENTS	22.5%
MARTIN KOCH	35%
MUSIC PUBLISHED BY UNIVERSAL MUSIC PUBLISHING GROUP AND * EMI GROVE PARK MUSIC INC. AND EMI WATERFORD MUSIC INC.	22.5%

***NOTE: For productions outside of the United States and Canada, this line should read as follows:**

MUSIC PUBLISHED BY UNIVERSAL MUSIC PUBLISHING GROUP	22.5%
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MAMMA MIA - ADDITIONAL LICENSING GUIDELINES AND PROVISIONS

B. AUTHOR BILLING WITH TITLE TREATMENT

In any advertisement, paid publicity, display or houseboard in which full production credits are not given, but where any other person is billed, billing shall be as set forth below. Specifically, the title of the play and all names shown shall be accorded percentage print sizes as shown below.

CREDIT	SIZE TYPE
MAMMA MIA!	100%
MUSIC AND LYRICS BY	22.5%
BENNY ANDERSSON	50%
BJÖRN ULVAEUS	
AND SOME SONGS WITH STIG ANDERSON	22.5%
22.5% {BOOK BY CATHERINE JOHNSON} 35%	Note size difference within these lines
22.5% {ORIGINALLY CONCEIVED BY JUDY CRAYMER} 35%	

C. SHORTENED BILLING.

In advertisements of 1/4 page size or less, or in any other advertising where only the title of the play, performance dates and venue are provided and no other person receives credit, the licensee may use the title treatment only as follows:

MAMMA MIA!

Or

**MAMMA
MIA!**

****Please give this form to your BUSINESS OFFICE or PURCHASING DEPARTMENT****
 Your organization may require MTI's W-9 before it can pay amounts due under your license.
Questions? Email: ap@mtishows.com.

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MTI Enterprises, Inc.		
2 Business name/disregarded entity name, if different from above d/b/a Music Theatre International		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	
	<input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
5 Address (number, street, and apt. or suite no.) See instructions. 423 West 55th Street, 2nd Floor		Requester's name and address (optional)
6 City, state, and ZIP code New York, NY 10019		
7 List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>		
Social security number <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px 0;"></div> OR Employer identification number <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px 0; text-align: center;"> 1 3 - 2 9 7 6 4 6 8 </div>		
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here	Signature of U.S. person ▶ Date ▶ 1/3/18	
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.		

Cat. No. 10231X

Form W-9 (Rev. 11-2017)

This document is intentionally included for organizations that require MTI's W-9. Please give this form to your
BUSINESS OFFICE or PURCHASING DEPARTMENT