



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:

8/16/21

AGENDA ITEM (ACTION ITEM):

Consider/Approve licensing contract for the fall musical, Junie B Jones with Music Theater International.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Scott High School is performing Junie B Jones December 10-11, 2021 and needs a license agreement with the Music Theater International for performing rights.

FISCAL/BUDGETARY IMPACT:

\$1270, this will be paid out of the Drama school activity account

RECOMMENDATION:

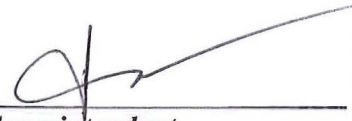
Approval of licensing contract for the fall musical, Junie B Jones with Music Theater International

CONTACT PERSON:

Andrew Harris, Teacher/Drama Director


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.

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.

Your MTI Rep: ROSEANNE GEORGE
 Your MTI Account Number: 6785070
 Contract No: 9698194

Licensee:

SCOTT HIGH SCHOOL
 ATTN.: ANDREW HARRIS
 5400 OLD TAYLOR MILL
 COVINGTON, KY 41015

Contract Issue Date: 08/11/21
 Contract Expiration Date: 09/22/21
 Valid For Performances From: 12/10/21 - 12/11/21

TELE#: 6176990325 FAX:
 E-MAIL: andrew.harris@kenton.kyschools.us

MTI Access Code: JUN1670600

PRODUCTION CONTRACT for JUNIE B. JONES JR.

AMOUNT ENCLOSED

SHOWKIT™

Royalty A) For 2 number of performances @ \$185.00 for each regular, benefit or other performance, for a total of:.....\$ 370

Regular Performance

Seating Limited to 150 per Performance

Royalty B) For 1 number of performances @ \$165.00 for each regular, benefit or other performance, for a total of:.....\$ 165

Preview Performance

Seating Limited to 400 per Performance

Non-Refundable Materials Fee (See Additional Materials Order Form for a list of ShowKit™ contents) \$ 695.00

SHOWKIT SHIPPING (Rush Delivery available for \$85.00 in U.S.): \$ 40.00

Rush Delivery available in Canada for \$115.00. Canadian Shipments are by most efficient carrier, unless otherwise instructed.

SALES TAX (where applicable) \$ —

ADDITIONAL MATERIALS TOTAL (from Additional Materials Order Form — please attach): \$ —

TOTAL AMOUNT ENCLOSED (Payable in U.S. Funds): \$ 1270.00

PAYMENT

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

☐ CREDIT CARD: (circle one) VISA MASTERCARD AMERICAN EXPRESS

Card Number: _____ Expiration Date: _____

Name on card: _____

Signature: _____ Amount: _____

☒ PURCHASE ORDERS: For schools and government agencies only, a signed, authorized purchase order is acceptable payment.

SHIPPING

Shipping Address: 5400 Old Taylor Mill Rd
 (No P.O. Boxes)

City: Taylor Mill State/Province: KY Zip/Postal Code: 41076

Note: The ShowKit™ materials will be shipped upon receipt of a signed copy of the Production Contract and the full applicable fees. Please allow approximately ten (10) days for processing.

ACCEPTANCE

ShowKits™ are non-transferable and non-refundable.

With this contract you are agreeing to produce JUNIE B. JONES JR.

By signing below, you agree to the terms and conditions set forth in the Dramatic Performing Rights License.

Print Your Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Email: _____ Day Phone: () _____

PLEASE COMPLETE, SIGN AND RETURN ONE (1) COPY OF THIS PRODUCTION CONTRACT WITH FULL PAYMENT. BE SURE TO RETURN THE ADDITIONAL RESOURCES ORDER FORM AND/OR RIDER(S) IF APPLICABLE.

Your MTI Rep: **ROSEANNE GEORGE**
 Your MTI Account Number: **6785070**
 Contract No: **9698194**

Licensee:

SCOTT HIGH SCHOOL
 ATTN.: ANDREW HARRIS
 5400 OLD TAYLOR MILL
 COVINGTON, KY 41015

Contract Issue Date: 08/11/21
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MTI Access Code: JUN1670600

PRODUCTION CONTRACT for JUNIE B. JONES JR.

AMOUNT ENCLOSED

SHOWKIT™

Royalty A) For ___ number of performances @ \$185.00 for each regular, benefit or other performance, for a total of:.....\$ _____
 Regular Performance
 Seating Limited to 150 per Performance
 Royalty B) For ___ number of performances @ \$165.00 for each regular, benefit or other performance, for a total of:.....\$ _____
 Preview Performance
 Seating Limited to 400 per Performance
 Non-Refundable Materials Fee (See Additional Materials Order Form for a list of ShowKit™ contents) \$ 695.00

SHOWKIT SHIPPING (Rush Delivery available for \$85.00 in U.S.): \$ 40.00
Rush Delivery available in Canada for \$115.00. Canadian Shipments are by most efficient carrier, unless otherwise instructed.

SALES TAX (where applicable) \$ _____

ADDITIONAL MATERIALS TOTAL (from Additional Materials Order Form — please attach): \$ _____

TOTAL AMOUNT ENCLOSED (Payable in U.S. Funds): \$ _____

PAYMENT

☐ CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)
☐ CREDIT CARD: (circle one) VISA MASTERCARD AMERICAN EXPRESS
 Card Number: _____ Expiration Date: _____
 Name on card: _____
 Signature: _____ Amount: _____
☐ PURCHASE ORDERS: For schools and government agencies only, a signed, authorized purchase order is acceptable payment.

SHIPPING

Shipping Address: _____
 (No P.O. Boxes)
 City: _____ State/Province: _____ Zip/Postal Code: _____

Note: The ShowKit™ materials will be shipped upon receipt of a signed copy of the Production Contract and the full applicable fees. Please allow approximately ten (10) days for processing.

ACCEPTANCE

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By signing below, you agree to the terms and conditions set forth in the Dramatic Performing Rights License.

Print Your Name: _____ Title: _____
 Authorized Signature: _____ Date: _____
 Email: _____ Day Phone: () _____

PLEASE COMPLETE, SIGN AND RETURN ONE (1) COPY OF THIS PRODUCTION CONTRACT WITH FULL PAYMENT. BE SURE TO RETURN THE ADDITIONAL RESOURCES ORDER FORM AND/OR RIDER(S) IF APPLICABLE.

YOUR SHOWKIT WILL CONSIST OF THE FOLLOWING:

30 ACTOR'S BOOK

1 DIRECTOR'S GUIDE

1 PIANO VOCAL SCORE

1 GUIDE VOCAL AND PERF TRACKS DIGITAL

1 CHOREOGRAPHY VIDEOS DIGITAL

1 DOWNLOADABLE RESOURCES AND MEDIA

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			
ACTOR'S BOOK	_____ x	\$ 10.00=	\$ _____
DIRECTOR'S GUIDE	_____ x	\$ 100.00=	\$ _____
PIANO VOCAL SCORE	_____ x	\$ 40.00=	\$ _____
THEATRICAL RESOURCES			
ACTOR'S BOOK TENPACK	_____ x	\$ 75.00=	\$ _____
HOW DOES THE SHOW GO ON?	_____ x	\$ 21.00=	\$ _____
LOGO PACK DIGITAL	_____ x	\$ 75.00=	\$ _____
PRODUCTIONPRO	_____ x	\$ 199.00=	\$ _____
STREAMING & REMOTE LICENSE	_____ x	\$ 75.00=	\$ _____

ADDITIONAL MATERIALS TOTAL:
 ADDITIONAL MATERIALS SHIPPING
 (do NOT apply shipping charge for Video License, Logo Packs, or RehearScore):

Add. Materials Total	Ground	Rush	Add. Materials Total	Ground	Rush
\$0 - \$100	\$ 8.50	\$38.25	\$401 - 500	\$22.50	\$101.25
\$101 - \$200	\$12.00	\$54.00	\$501 - 600	\$26.00	\$117.00
\$201 - \$300	\$15.50	\$69.75	\$601 - 700	\$29.50	\$132.75
\$301 - \$400	\$19.00	\$85.50	\$700 and up	(call for shipping rates)	

SALES TAX (CA, MN, NJ, NY):

NY & MN: Apply to Material and Shipping fees. CA & NJ residents apply to Materials ONLY

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

You MUST return this form along with your contract to receive materials. All sales are final. No refunds or exchanges.

***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

AUTHOR BILLING - JUNIE B JONES JR.

In accordance with the Dramatic Performing Rights License, all advertising, such as posters and program covers, must include the show logo as provided in the ShowKit® Director's Guide and all of the following author billing.

It is a violation of your contract if you crop or edit this logo in any way.

[name of school]
Production of



Book and lyrics by Marcy Heisler Music by Zina Goldrich

Adapted from the JUNIE B. JONES Series of books by Barbara Park

The credit line for Barbara Park shall be no less than 50% of the size of the title of the Play and no other billing shall be larger than the billing Park receives.

The following credits shall appear on the title page of any program:

"Adapted from the books JUNIE B. JONES IS A GRADUATION GIRL, JUNIE B. JONES FIRST GRADER AT LAST!, JUNIE B. FIRST GRADER BOSS OF LUNCH, JUNIE B. FIRST GRADER TOOTHLESS WONDER and TOP SECRET PERSONAL BEESWAX, A JOURNAL BY JUNIE B. (AND ME) by Barbara Park. Copyright © 2001, 2001, 2002, 2002, 2003 by Barbara Park."

For more about the Junie B. Jones books,
visit www.juniebjones.com or a bookstore near you!

Originally produced by Theatreworks/USA

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

MTI BILLING CREDIT

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

JUNIE B. JONES JR.

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

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

DRAMATIC PERFORMING RIGHTS LICENSE

YOUR SIGNATURE IN THE ACCEPTANCE SECTION OF THE PRODUCTION CONTRACT 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 Dramatic Performing Rights License on behalf of Licensee; and
c) you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.

1. You hereby agree to perform this musical show, and to pay the stated royalty for each regular, benefit or other performance, including matinees. You further agree to pay a materials fee for an authorized ShowKit™ from *The Broadway Junior Collection*® (the "ShowKit") purchased in conjunction with the issuance of this license and a fee for any additional materials ordered. Your authorized ShowKit will consist of the following:

30 ACTOR'S BOOK 1 DIRECTOR'S GUIDE 1 PIANO VOCAL SCORE 1 GUIDE VOCAL AND PERF TRACKS DIGITAL	1 CHOREOGRAPHY VIDEOS DIGITAL 1 DOWNLOADABLE RESOURCES AND MEDIA
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2. The performance rights granted by this license apply only to the organization named above through special arrangement with Music Theatre International, exclusive licensing agents for live stage performances of this play. Under no conditions can this License be assigned, sub-licensed or transferred without our written consent.
3. All performers in this play must be 18 years of age or under unless special permission has been granted in writing by MTI.
4. All advertising must include the show logo as provided in the ShowKit™. You may not make or sell merchandise bearing this logo, with the exception of t-shirts if purchased from MTI.
5. You understand that this play is fully protected by federal copyright laws, and therefore:
 - You must 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 must perform this show from *The Broadway Junior Collection*® exactly as it has been provided to you in the ShowKit™ materials, and you may 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 deletions and changes to the period, 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*
6. If any of the conditions of this License are 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 in writing immediately, and MTI must approve all changes before they may take effect. Such changes may alter the fees quoted in this License.
7. The granting of this Performance License and the fees quoted are subject to review and cancellation if MTI has not received one signed copy of the Production Contract, accompanied by payment in full, by the expiration date on the front of the contract.
8. Should you desire to present additional performances, you agree to enter into a new agreement with us and to make additional royalty 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 fees due.
9. 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.
10. You shall forward to us at least one (1) copy 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.
11. This License is conditioned upon your fulfillment of all obligations under this agreement, including the prompt payment of all materials and royalty fees in U.S. funds when due. For schools and government agencies only, a signed, authorized purchase order is acceptable for payment. 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 shall 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.
12. 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.
13. 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.
14. 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.
15. You agree to indemnify us and the Copyright Owner(s) of the Play from any claim arising out of your violation of any of the provisions of this License agreement.
16. You shall pay transportation charges for materials that we supply to you, as well as all customs charges, duties and the like in connection with shipments of materials outside of the United States. Any expense that we incur with respect to the delivery of the materials shall be charged to you; you agree upon demand promptly to reimburse us for the full amount of such expense.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

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.

MTI CONTRACT CHECKLIST

Before sending anything back to MTI, make sure you have completed all of the following steps!

Did you remember to....

- Order Additional Materials (if applicable)?
- Transfer the Additional Materials Total to Page 2?
- Determine and Total the "Amount Enclosed" on Page 2?
- Fill out Payment information completely on Page 2?

Make sure to return ALL of the following to MTI:

- Completed and Signed Production Contract (Page 2)
- Completed Additional Materials Order Form — if applicable
- FULL Payment



MUSIC THEATRE INTERNATIONAL
**BROADWAY
JUNIOR™**



cindy riple



Get Expert Advice and Solutions from ShowSupport!

Show Support is our free online support feature where you can pose questions and offer solutions to the entire Broadway Junior community.

Along with your fellow teachers, our educational expert Cindy Ripley is always available to help you with any challenge.



Celebrate Your Production with our Recognition and Publicity Program

As a special way of saying "Thank You" for presenting a Broadway Junior musical, we're happy to offer FREE professional assistance in publicizing your upcoming production and rewarding your students' accomplishments.

Elements include:

- Official Press Release to Your Local Media
- "Break a Leg" Message on Facebook
- A "takeover" of MTI's Instagram on your opening night

learn more @ mtishows.com/broadwayjunior

****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. October 2018) 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.		
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; font-size: small;"> 1 3 - 2 9 7 6 4 6 8 </div>		
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.		
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 ▶ <u>01.04.2021</u>
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.		
<ul style="list-style-type: none"> • 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. 10-2018)

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