

**DATE:**

August 24, 2021

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the contract with Music Theater International (MTI) to perform the production of Beauty and the Beast in the spring of 2022. The show will 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. In the past shows have been performed for several sold out houses. In the spring of 2022, Dixie Drama would like to perform Beauty and the Beast. A detailed plan will be submitted if still necessary to address the issues of social distancing, mask wearing, etc. The plan will also specify that the show can be produced, rehearsed and performed in a manner that ensures health and safety for all involved according to the most current guidelines in place at the time is necessary Covid protocols are in place.

**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 to Approval of the Dixie Drama Department to contract with Music Theatre International (MTI) to produce and perform the production of Beauty and the Beast in the spring of 2022.

**CONTACT PERSON:**

Alex Koenig

  
Principal/Administrator

  
District Administrator

  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

## **COVID-19 LICENSING FAQ/GUIDELINES**

### **Streaming Royalties**

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

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

### **Postponements**

Postponing a show (including COVID-19 postponements):

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

### **Cancellations**

Cancelling a show (including COVID-19 cancellations):

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

### **Refunds/Keeping Funds on Account**

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

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

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

### **Material Returns**

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

# MUSIC THEATRE INTERNATIONAL

## CONTRACT CHECKLIST

Your MTI Rep: ROSEANNE GEORGE  
Your MTI Account Number: 0037816  
Contract #: 9689547 Printed on: 06/15/21

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

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

#### ► **CONTRACT CONFIRMATION — Remember to:**

- **Write In:**

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

- **Include Payment:**

Check or Money Order (no personal checks)

OR

Credit Card information with Signature

OR

Purchase Order (only for schools and government agencies)

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

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

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

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

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

### **ADDITIONAL NOTES**

#### **PLEASE NOTE:**

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

#### **How to Return your Contract:**

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

Music Theatre International  
423 West 55<sup>th</sup> Street  
New York, NY 10019

# MTI PRODUCTION CONTRACT

Your MTI Rep: ROSEANNE GEORGE  
Your MTI Account Number: 0037816  
Contract #: 9689547 Printed on: 06/15/21

## 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

- REPRINT -

Contract Issue Date: 06/15/21  
Contract Expiration Date: 07/27/21  
Valid For Performances From: 04/21/22 - 04/30/22  
MTI Access Code: BEA1646911

THIS IS A LICENSE FOR AN AMATEUR PRODUCTION OF:  
DISNEY'S BEAUTY AND THE BEAST

## SPECIAL CONDITIONS

## ROYALTY

ROYALTY A) \$400.00 For Each Regular, Benefit or Other Performance  
Provisions: Regular Performance  
Seating Limited to 250 per Performance  
Tickets @ 10.00

## SECURITY DEPOSIT

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

## RENTAL FEE

\$900.00 for a standard set of materials or any part thereof  
Provisions:

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

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

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

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

# CONTRACT CONFIRMATION

COMPLETE AND RETURN TO MTI

Your MTI Rep: ROSEANNE GEORGE  
Your MTI Account Number: 0037816  
Contract #: 9689547 Printed on: 06/15/21

## CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: DIXIE HEIGHTS HIGH SCHOOL  
Name of Show: DISNEY'S BEAUTY AND THE BEAST  
Name and address of performance space/venue: DHHS THEATER  
3010 DIXIE HIGHWAY, EDGEWOOD, KY 41017

Date(s) of performance(s): 04/21/2022 - 04/30/2022

Offer Expires: 07/27/2021

Please list number of performances  
for each calendar month: \_\_\_\_\_

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

ROYALTY: Royalty A for \_\_\_\_\_ performance(s) @ \$ 400.00 per performance, a total of \$ \_\_\_\_\_

RENTAL: \$900.00 for a standard set of materials or any part thereof \$ 900.00

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

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

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

SALES TAX (where applicable): \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

TOTAL AMOUNT ENCLOSED: \$ \_\_\_\_\_

BALANCE REMAINING: \$ \_\_\_\_\_

## SHIPPING

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

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

Shipping Address: \_\_\_\_\_  
(NO P.O. BOXES) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

## PAYMENT

### ALL PAYMENTS MUST BE MADE IN U.S. FUNDS

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

☐ CREDIT CARD: ☐ VISA ☐ MASTERCARD ☐ AMERICAN EXPRESS

Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_ Billing Postal Code: \_\_\_\_\_

Signature: \_\_\_\_\_ Amount: \_\_\_\_\_

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

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

## ACCEPTANCE

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

PRINT YOUR NAME \_\_\_\_\_ TITLE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

EMAIL \_\_\_\_\_ DAY PHONE \_\_\_\_\_

CONFRM 0 12c

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

# **STANDARD RENTAL SET**

Your MTI Rep: ROSEANNE GEORGE  
Your MTI Account Number: 0037816  
Contract #: 9689547 Printed on: 06/15/21

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

## ***YOUR STANDARD RENTAL SET WILL INCLUDE:***

- 30 LIBRETTO/VOCAL BOOK
- 2 PIANO CONDUCTOR'S SCORE ACT 1
- 2 PIANO CONDUCTOR'S SCORE ACT 2
- 1 STREAM ACCREDITED SCHOOLS ONLY

# ADDITIONAL MATERIALS

Your MTI Rep: ROSEANNE GEORGE  
Your MTI Account Number: 0037816  
Contract #: 9689547 Printed on: 06/15/21

## ADDITIONAL MATERIALS ORDER FORM

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

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

ITEM	QUANTITY		COST EACH	TOTAL
ADDITIONAL MATERIALS				
LIBRETTO/VOCAL BOOK (Replacement Fee \$25.00)	_____	x	\$ 6.25	= \$ _____
PIANO CONDUCTOR'S SCORE ACT 1 (Replacement Fee \$60.00)	_____	x	\$ 15.00	= \$ _____
PIANO CONDUCTOR'S SCORE ACT 2 (Replacement Fee \$60.00)	_____	x	\$ 15.00	= \$ _____
ADDITIONAL ORCHESTRA PARTS ( Replacement Fee \$60.00)	_____	x	\$ 15.00	= \$ _____
(Attach ORCHESTRATION sheet with additional parts required marked - list total quantity of parts above)				

### THEATRICAL RESOURCES

ALT: FULL SCORE VOL 1 OF 4 (Replacement Fee \$100.00)	_____	x	\$ 25.00	= \$ _____
ALT: FULL SCORE VOL 2 OF 4 (Replacement Fee \$100.00)	_____	x	\$ 25.00	= \$ _____
ALT: FULL SCORE VOL 3 OF 4 (Replacement Fee \$100.00)	_____	x	\$ 25.00	= \$ _____
ALT: FULL SCORE VOL 4 OF 4 (Replacement Fee \$100.00)	_____	x	\$ 25.00	= \$ _____
CUSTOMIZABLE SHOW POSTERS AND ARTWORK	_____	x	\$ 175.00	= \$ _____
FULL SCORE VOL. 1 OF 4 (Replacement Fee \$100.00)	_____	x	\$ 25.00	= \$ _____
FULL SCORE VOL. 2 OF 4 (Replacement Fee \$100.00)	_____	x	\$ 25.00	= \$ _____
FULL SCORE VOL. 3 OF 4 (Replacement Fee \$100.00)	_____	x	\$ 25.00	= \$ _____
FULL SCORE VOL. 4 OF 4 (Replacement Fee \$100.00)	_____	x	\$ 25.00	= \$ _____
HOW DOES THE SHOW GO ON?	_____	x	\$ 21.00	= \$ _____
LOGO PACK DIGITAL	_____	x	\$ 75.00	= \$ _____
PRODUCTIONPRO	_____	x	\$ 199.00	= \$ _____
REFERENCE RECORDING	_____	x	\$ 20.00	= \$ _____
PERFORMANCE ACCOMPANIMENT RECORDING (REHEARSAL ONLY)	_____	x	\$ 350.00	= \$ _____
REHEARSCORE APP	_____	x	\$ 350.00	= \$ _____
SCENIC PROJECTIONS PRO 2.0	_____	x	\$ 1,795.00	= \$ _____
SCENIC PROJECTIONS 2.0	_____	x	\$ 850.00	= \$ _____
STAGE MANAGER SCRIPT (Replacement Fee \$100.00)	_____	x	\$ 25.00	= \$ _____
THE ORIGINAL PRODUCTION	_____	x	\$ 449.00	= \$ _____
VIDEO LICENSE	_____	x	\$ 75.00	= \$ _____
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.

KEYBOARDTEK \*\*\*  
ORCHEXTRA \*\*\*  
PERFORMANCE ACCOMPANIMENT RECORDING \*\*\*

(PERFORMANCE & REHEARSAL)  
ADDITIONAL MATERIALS GRAND TOTAL (add this total to Contract Confirmation Page) \$ \_\_\_\_\_

VIRTUAL STAGE MANAGER \*\*\*  
You will receive materials along with your contract to receive materials.

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

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

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL MATERIALS

# ORCHESTRATION

## STANDARD ORCHESTRATION

Your MTI Rep: ROSEANNE GEORGE  
 Your MTI Account Number: 0037816  
 Contract #: 9689547 Printed on: 06/15/21

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	
1	_____	CELLO	
1	_____	HORN	
1	_____	PIANO	
1	_____	SYNTHESIZER	
1	_____	PERCUSSION	BELL TREE, CASTANETS, CHIMES, CROTALES, CYMBAL, GONG LOUD SLEIGH BELLS, MARIMBA, MARK TREE, ORCHESTRA BELLS PIATTI, POP GUN, RATCHET, SUSPENDED CYMBAL, TAMBOURINE TEMPLE BLOCKS, TIMPANI, TRIANGLE, VIBES, WOOD BLOCK XYLOPHONE
1	_____	REED 1	FLUTE, PICCOLO
1	_____	REED 2	ENGLISH HORN, OBOE
1	_____	REED 3	BASS CLARINET, CLARINET, FLUTE
1	_____	A CHANGE IN ME	
1	_____	TRUMPET 1	
1	_____	VIOLIN	

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL ORCHESTRATION

# ORCHESTRATION

## ALTERNATE ORCHESTRATION

Your MTI Rep: ROSEANNE GEORGE  
 Your MTI Account Number: 0037816  
 Contract #: 9689547 Printed on: 06/15/21

Below is a detailed list of all orchestra parts available for this title in the Alternate Orchestration, along with doublings. 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.

**PLEASE NOTE: YOU MAY EITHER ORDER THE STANDARD ORCHESTRATION *OR* ALTERNATE ORCHESTRATION. YOU MAY NOT ORDER ORCHESTRATION PARTS FROM BOTH ORCHESTRATIONS FOR THE SAME PRODUCTION**

### ALTERNATE ORCHESTRATION

BOOKS INCLUDED	ADDITIONAL REQUESTED	INSTRUMENT	DOUBLINGS
1	_____	ALT: BASS	
1	_____	ALT: KEYBOARD 3	
1	_____	ALT: PERCUSSION	
1	_____	ALT: REED 1	FLUTE, PICCOLO
1	_____	ALT: REED 2	ENGLISH HORN, OBOE
1	_____	ALT: REED 3	BASS CLARINET, CLARINET, FLUTE
1	_____	ALT: TROMBONE	BASS TROMBONE, TENOR TROMBONE, TUBA
1	_____	ALT: TRUMPET 1	PICCOLO TRUMPET, TRUMPET
1	_____	ALT: TRUMPET 2	
1	_____	ALT: VIOLIN 1	
1	_____	ALT: VIOLIN 2	
1	_____	ALT: CELLO	
1	_____	ALT: PC ACT 1	
1	_____	ALT: PC ACT 2	
1	_____	ALT: SONGPAK-A CHANGE IN ME	
1	_____	ALT: DRUMS	
1	_____	ALT: HARP	
1	_____	ALT: HORN 1	
1	_____	ALT: HORN 2	
1	_____	ALT: HORN 3	
1	_____	ALT: KEYBOARD 1	
1	_____	ALT: KEYBOARD 2	

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL ORCHESTRATION

# BILLING CREDITS

Your MTI Rep: ROSEANNE GEORGE  
Your MTI Account Number: 0037816  
Contract #: 9689547 Printed on: 06/15/21

## SHOW BILLING CREDITS

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

\*\*\*\* SEE BILLING RIDER \*\*\*\*

## 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**  
**Is presented through special arrangement with Music Theatre International (MTI).**  
**All authorized performance materials are also supplied by MTI.**  
**[www.mtishows.com](http://www.mtishows.com)**

## VIDEO RECORDING WARNING

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

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

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

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

**PLEASE KEEP THIS PAGE FOR YOUR RECORDS**

# PERFORMANCE LICENSE

## SECTION I

Your MTI Rep: ROSEANNE GEORGE

Your MTI Account Number: 0037816

Contract #: 9689547 Printed on: 06/15/21

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

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

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

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

## I. COPYRIGHT PROVISIONS

Any violation of these provisions shall automatically terminate this License.

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

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

# PERFORMANCE LICENSE

## SECTION II

Your MTI Rep: ROSEANNE GEORGE  
Your MTI Account Number: 0037816  
Contract #: 9689547 Printed on: 06/15/21

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

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

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

## **II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS**

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

**PLEASE KEEP THIS PAGE FOR YOUR RECORDS**

# PERFORMANCE LICENSE

## SECTION III

Your MTI Rep: ROSEANNE GEORGE  
Your MTI Account Number: 0037816  
Contract #: 9689547 Printed on: 06/15/21

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

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

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

### III. MATERIALS RENTAL PROVISIONS

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

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

**RETURN ALL RENTED  
PRODUCTION MATERIALS TO:**

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

**Phone: 860-379-3320**

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

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

**PLEASE KEEP THIS PAGE FOR YOUR RECORDS**

# LIMITED STREAMING LICENSE

Your MTI Rep: ROSEANNE GEORGE  
Your MTI Account Number: 0037816  
Contract #: 9689547 Printed on: 06/15/21

## DISNEY LIMITED STREAMING LICENSE

Defined Terms Used in this License:

MTI Access Code: BEA1646911

Licensee: DIXIE HEIGHTS HIGH SCHOOL

Streaming License Fee: \$ 0

Play: DISNEY'S BEAUTY AND THE BEAST

Minimum Per Performance Royalty of \$ 35.00 against 15.00% of gross receipts, whichever is greater

### A Note About Streaming:

MTI has worked closely with authors and other rightsholders to make streaming available to groups who are eager to present their shows during these challenging times, despite the unprecedented obstacles producers face in bringing audiences into their theatres.

While the streaming option can deliver a stage performance to remote viewers, we feel strongly that streaming is not a comparable substitute for a live, "in-person" theatrical experience. Theatre is unique in the person-to-person connection it offers to audiences and performers alike and we look forward to the day when streamed performances are no longer necessary to support our customers engaging in this great art form.

The following shall constitute a rider to the associated Production Contract and is deemed incorporated by reference into such contract.

Licensee has requested the right to record its AMATEUR production of the Play to make it available for viewing remotely on the SHOWTIX4U.COM streaming platform, and MTI has agreed, insofar as it is concerned, to permit such recording and streaming, strictly on the terms and conditions set forth in this Limited Streaming License and the associated Production Contract.

Accordingly, the Licensee agrees as follows:

### A. GRANT OF RIGHTS AND STREAMING OPTIONS

1. **Grant of Capture and Streaming Rights.** Notwithstanding any prohibition against video recording in the associated Production Contract for the Play, this Streaming License grants Licensee permission to capture its live stage production of the Play, solely for the purpose of streaming it on the SHOWTIX4U.COM streaming platform ("SHOWTIX4U.COM") to remote audience members who have purchased tickets to view the stream through SHOWTIX4U ("Stream Viewers"). Licensee acknowledges and agrees that (i) all terms and conditions of the Production Contract and any associated riders, including the prohibition on making changes to the book, music and lyrics of the Play, apply to any performance livestreamed or recorded pursuant to this Streaming License (each, a "Video Performance"), and (ii) all Video Performances may be distributed only via SHOWTIX4U.COM, and streaming, broadcasting or any other distribution of the Video Performance is not permitted on any other platform or service (e.g., YouTube, Vimeo, Google Classroom, Facebook, Zoom or other social media).
2. **Streaming and Performance Options for the Play:** This Streaming License permits the Licensee to do the following:
  - (a) **Scheduled Stream:** Licensee may live-capture one or more performances of its live stage production of the Play (either at a live performance in front of an audience and/or at an onstage, recording session scheduled for this purpose, all of which may be edited into one Video Performance provided that no changes or additions in the book, lyrics or music of the Play may be made in the editing process) and make such capture available for viewing solely by Stream Viewers who have purchased tickets to view at limited, scheduled times during the Term of Licensee's Production Contract.

**DISNEY LIMITED STREAMING LICENSE** *continued*

3. **SHOWTIX4U.COM Platform:** As a condition of this Streaming License, all streams must take place on SHOWTIX4U.COM and Licensee must make arrangements with ShowTix4U separately. Licensee acknowledges that SHOWTIX4U.COM will be password-protected and will not permit downloading, copying or other duplication or redistribution of the Video Performance.
4. **Term:** If any of the conditions set forth in the Production Contract have changed in any way that would affect streaming performances (including change of dates, cancellation or addition of performance(s), ticket price adjustments), Licensee agrees it will notify its MTI customer representative in writing immediately, and MTI must approve all changes in writing before they may take effect. Such changes may alter the fees quoted in the Production Contract. If Licensee requests the right to add additional streaming performances, Licensee agrees not to announce, advertise, present or sell tickets for such additional performances without prior written approval from MTI.

**B. GENERAL TERMS AND CONDITIONS**

5. **Royalties and Fees:** Licensee acknowledges that in addition to any royalties or other fees payable pursuant to the Production Contract for the right to produce and present the Play and, if applicable, the nonrefundable Streaming License Fee to acquire the rights granted in this Streaming License, Licensee must pay the Streaming Royalty listed at the top of this Streaming License. The Streaming Royalty is the greater of (a) the gross proceeds from all streaming tickets sold multiplied by the streaming royalty percentage set forth above and (b) the Per Performance Minimum Royalty set forth above. For example, if you are not charging for streaming tickets, you must still pay the Per Performance Minimum Royalty for each streaming performance. The aggregate Streaming Royalty will be deducted from the proceeds of all streaming tickets sales and paid directly to MTI by SHOWTIX4U.COM. Additional per ticket charges may be imposed by SHOWTIX4U.COM.
6. **Advertising Restrictions:** Licensee is not permitted to advertise and sell tickets for the Video Production regionally or nationally. Accordingly, Licensee agrees that its advertising, marketing and promotion of the Video Performance will be limited to its customary local outlets and its social media accounts. Licensee shall not issue any advertising or publicity for streaming to national media such as Broadway.com, Broadway World, Playbill, etc.
7. **Non-Commercial Venture.** Licensee acknowledges that the Video Performance may be created by Licensee solely for streaming on SHOWTIX4U.COM and neither the Video Performance nor any other video recording of the Play may be sold, leased, duplicated or rented except as provided as herein or in a separate MTI video license (available for certain titles only).
8. **Billing.** Licensee shall post the full billing credits for the Play onscreen, and shall follow all requirements as to order, size and wording of credits, as provided in the associated Production Contract. Licensee may also distribute a digital program to each Stream Viewer. Such billing shall include the following credit:

**STREAMING IS PRESENTED BY SPECIAL ARRANGEMENT WITH  
MUSIC THEATRE INTERNATIONAL (MTI) NEW YORK, NY.**

**All authorized performance materials are also supplied by MTI. [mtishows.com](http://mtishows.com)**

9. **Restriction on Distribution.** In no event may any recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale or electronic transmission and/or posting on the Internet or social media except as expressly authorized in this Streaming License.
10. **Copyright Infringement.** Licensee understands that its failure to follow the above requirements, even if inadvertent, could subject Licensee to liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI and/or the rightsholder(s) may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI and/or the

**DISNEY LIMITED STREAMING LICENSE** *continued*

rightsholder(s) for its out-of-pocket legal fees and shall pay to MTI and/or the rightsholder(s) damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play or statutory damages in lieu thereof.

- 11. Third-Party Permissions.** Permission granted herein to make a Video Performance available to Stream Viewers is limited to rights in the Play only. MTI cannot grant permission for others whose permission may be required such as, but not limited to, performers, production personnel, directors, choreographers, and designers as well as the theatre or venue owner. Licensee shall obtain all necessary releases and permissions from such personnel (including parents or legal guardians of minor children) and any applicable unions (e.g., Actors Equity, American Federation of Musicians, etc.). Licensee shall indemnify, defend (with counsel chosen by the applicable party being indemnified) and hold harmless MTI and the authors and other rightsholders of the Play from and against all charges, damages, costs, expenses (including reasonable outside attorney's fees), judgments, settlements, penalties, liabilities or losses of any kind or nature whatsoever suffered or incurred by MTI, the authors and other rightsholders of the Play, and their respective parents, affiliates, subsidiaries, directors, officers, agents, employees, licensees, successors, and assigns arising out of any actual or threatened third-party action which relates in any way to the Video Performance or Licensee's live stage production of the Play.
- 12. Compliance with Laws.** Licensee represents and agrees that it shall be aware of and comply with any and all applicable federal, state and local laws applicable to its production, including laws, regulations and ordinances pertaining to social gathering restrictions as well as any other rules or guidance regarding the COVID-19 outbreak which may impact any aspect of Licensee's production of the Play, including but not limited to Licensee's rehearsals, performances and audience attendance. By permitting Licensee to stream its production, MTI makes no representation or assessment of the legality or prudence of the Licensee's decision to proceed with its production, nor shall MTI or the rightsholders be held liable for any claims arising out of Licensee's decision to proceed with its production. Licensee shall indemnify and hold MTI and the rightsholders harmless from any claims, costs, and damages arising out of Licensee's production.
- 13. Limited Audiovisual Rights.** Other than to the limited extent provided for in the foregoing, no film rights, television rights or merchandising rights are made available to Licensee as part of this Streaming License. Licensee acknowledges that the rights granted are limited to capturing a live-stage performance and Licensee is not permitted to adapt the Play for video conferencing (e.g., Zoom).
- 14. Disney Image and Reputation.** Licensee acknowledges that the terms of the Additional Guidelines and Provisions incorporated by reference in the Licensee's Production Contract, including the provisions relating to the use of Disney intellectual property and its public image and reputation, apply to any content added by Licensee to the Video Performance (e.g., opening or closing credits, frames, intermission content, etc.). Licensee shall include the following copyright notice at the end of the video:  

© Walt Disney Productions.
- 15. Limitation of Liability.** To the fullest extent provided by law, except as provided in the next sentence, in no event will MTI or the rightsholders of the Play be liable to Licensee on any legal theory (including, without limitation, negligence) or for its errors or omissions, or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this Limited Streaming License, even if MTI has been advised of the possibility of such losses, costs, expenses, or damages. MTI's and the rightsholders' total liability is limited to the total compensation paid to MTI under this Limited Streaming License.
- 16. Miscellaneous.** All other provisions, terms and conditions of the Production Contract shall continue in full force and effect. This Streaming License shall be governed by the laws of the State of New York.

# CONTRACT RIDER

Your MTI Rep: ROSEANNE GEORGE  
Your MTI Account Number: 0037816  
Contract #: 9689547 Printed on: 06/15/21

## 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.

# VIDEO LICENSE

MTI COPY

Your MTI Rep: ROSEANNE GEORGE  
Your MTI Account Number: 0037816  
Contract #: 9689547 Printed on: 06/15/21

## VIDEO LICENSE

### LIMITED HOME USE VIDEO RECORDING PERMISSION

**WHEN SIGNED IN THE SPACES INDICATED BELOW, AND UPON RECEIPT BY MTI OF LICENSEE'S PAYMENT OF SEVENTY-FIVE DOLLARS (\$75.00), THE FOLLOWING TERMS SHALL CONSTITUTE AN AGREEMENT BETWEEN (LICENSEE) DIXIE HEIGHTS HIGH SCHOOL (THE "LICENSEE") AND MUSIC THEATRE INTERNATIONAL ("MTI"), GRANTING LICENSEE LIMITED PERMISSION TO MAKE DISNEY'S BEAUTY AND THE BEAST (THE "PLAY"). ONE VIDEO RECORDING OF LICENSEE'S PRODUCTION OF THE PLAY ENTITLED (TITLE)**

1. Notwithstanding the prohibition against any video recording whatsoever in the Performance License previously granted to Licensee by MTI for the live stage performance of the Play, MTI, having secured permission from The Walt Disney Company for the creation by Licensee of a performance video recording hereby permits Licensee to make one video recording for each cast in different performances of your production of the Play subject to Licensee's strict observance of the conditions set forth herein.

2. A video recording of the Play (the "Video recording") may be created by Licensee as a non-commercial venture for archival purposes, which video recording may not be sold, leased or rented except as provided as herein. Alternatively, Licensee may hire an outside party to professionally make one video recording of the Play provided that such video recording may only be used (a) for archival purposes, and/or (b) to make additional copies of the recording that may be sold to participants in the Play or their families for their own personal, at-home (i.e., non-commercial use). Such outside party may not use the name "Disney" or any other trademarks of The Walt Disney Company in any way, except to indicate the content of the video recording. In addition, Licensee may authorize participants in the Play (i.e., cast, crew, creative team) or their families to create a video recording of the Play solely for their own personal, at-home (i.e., non-commercial) use.

3. As a condition to the rights granted herein, Licensee agrees to use good faith efforts to inform all audience members of the restrictions and limitations on video recording and the subsequent use thereof, as set forth herein. At a minimum, Licensee agrees to include a statement in the Play's program substantially in the form provided below and shall further inform audience members of the below limitations by way of an announcement prior to the start of each performance of the Play:

**ANY VIDEO RECORDING MADE OF THIS PERFORMANCE IS AUTHORIZED FOR PERSONAL, AT-HOME, NON-COMMERCIAL USE ONLY. THE SALE OR DISTRIBUTION OF SUCH RECORDING IS STRICTLY PROHIBITED UNDER FEDERAL COPYRIGHT LAW.**

4. In no event may any video recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale or electronic transmission and/or posting on the Internet.

5. Licensee understands that its failure to follow the above requirements, even if inadvertent, will incur liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI for its out-of-pocket legal fees and shall pay to MTI damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play.

6. All other provisions, terms and conditions of the License Agreement shall continue in full force and effect.

### 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](http://www.MTIShows.com/PerfLicense).

PRINT YOUR NAME \_\_\_\_\_ TITLE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

DAYTIME TELEPHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

**YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT**

# CONTRACT RIDER

MTI COPY

Your MTI Rep: ROSEANNE GEORGE

Your MTI Account Number: 0037816

Contract #: 9689547 Printed on: 06/15/21

## ADDITIONAL LICENSING GUIDELINES AND PROVISIONS

### Disney's BEAUTY AND THE BEAST

1.CO-PRODUCTION. You may share production costs and/or physical production elements (but not casts) of your production of the Play with other licensees, including renting your physical production to other licensees, subject to MTI's approval, but your billing shall refer solely to your own organization as the producer/presenter of the Play.

2.REPRESENTATIONS AND WARRANTIES. You hereby represent and warrant as follows: that (i) You shall comply with all applicable laws, including, without limitation all applicable United States and other federal, state, and local laws, and shall present the Play in accordance with the terms of this Agreement; (ii) no rights of any third party are or will be violated by your entering into or performing this Agreement, and you have not made nor shall you hereafter make any agreement with any third party which could interfere with the full performance of your obligations hereunder and (iii) This performance license does not permit licensee to present this show at any theme park or amusement park venue. Such presentation, without written consent from MTI, shall constitute a breach of the performance license and results in its immediate and automatic termination.

3.INDEMNIFICATION. You hereby agree to indemnify and hold MTI and Disney (and its affiliates and each of MTI, Disney and such affiliate's respective successors, assigns, affiliates, officers, employees, agents, licensees and lessees) harmless against any and all damages, loss, liability, cost or penalty, including without limitation reasonable attorneys' fees and disbursements resulting from any breach or alleged breach of any representation, warranty or agreement made by you hereunder, or relating in any way to your presentation of the Play, except to the extent caused by the negligence or breach of agreement by MTI.

4.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 and firearms. If you shall desire to have a "Presenting Sponsor" of your production (i.e., a sponsor who is billed above the title of the Play as a co-presenter of your production), then you shall obtain the prior written approval of MTI on behalf of Disney, to be exercised in Disney's sole discretion. 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.

5.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:

- 5.1 in any of your advertising, publicity or promotions other than as part of the title of the Play, 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, and that Disney produced the Play on Broadway and elsewhere.
- 5.2 to express or imply any endorsement by Disney of your production of the Play or any other of your activities; or:
- 5.3 in any other manner whatsoever (whether or not similar to the uses herein above specifically prohibited).

### 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](http://www.MTIShows.com/PerfLicense).

PRINT YOUR NAME \_\_\_\_\_ TITLE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

DAYTIME TELEPHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

**YOU MUST COMPLETE AND RETURN THIS PAGE WITH YOUR CONTRACT**

# CONTRACT RIDER

LICENSEE COPY

Your MTI Rep: ROSEANNE GEORGE  
Your MTI Account Number: 0037816  
Contract #: 9689547 Printed on: 06/15/21

## ADDITIONAL LICENSING GUIDELINES AND PROVISIONS

### Disney's BEAUTY AND THE BEAST

1.CO-PRODUCTION. You may share production costs and/or physical production elements (but not casts) of your production of the Play with other licensees, including renting your physical production to other licensees, subject to MTI's approval, but your billing shall refer solely to your own organization as the producer/presenter of the Play.

2.REPRESENTATIONS AND WARRANTIES. You hereby represent and warrant as follows: that (i) You shall comply with all applicable laws, including, without limitation all applicable United States and other federal, state, and local laws, and shall present the Play in accordance with the terms of this Agreement; (ii) no rights of any third party are or will be violated by your entering into or performing this Agreement, and you have not made nor shall you hereafter make any agreement with any third party which could interfere with the full performance of your obligations hereunder and (iii) This performance license does not permit licensee to present this show at any theme park or amusement park venue. Such presentation, without written consent from MTI, shall constitute a breach of the performance license and results in its immediate and automatic termination.

3.INDEMNIFICATION. You hereby agree to indemnify and hold MTI and Disney (and its affiliates and each of MTI, Disney and such affiliate's respective successors, assigns, affiliates, officers, employees, agents, licensees and lessees) harmless against any and all damages, loss, liability, cost or penalty, including without limitation reasonable attorneys' fees and disbursements resulting from any breach or alleged breach of any representation, warranty or agreement made by you hereunder, or relating in any way to your presentation of the Play, except to the extent caused by the negligence or breach of agreement by MTI.

4.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 and firearms. If you shall desire to have a "Presenting Sponsor" of your production (i.e., a sponsor who is billed above the title of the Play as a co-presenter of your production), then you shall obtain the prior written approval of MTI on behalf of Disney, to be exercised in Disney's sole discretion. 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.

5.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:

- 5.1 in any of your advertising, publicity or promotions other than as part of the title of the Play, 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, and that Disney produced the Play on Broadway and elsewhere.
- 5.2 to express or imply any endorsement by Disney of your production of the Play or any other of your activities; or:
- 5.3 in any other manner whatsoever (whether or not similar to the uses herein above specifically prohibited).

### 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](http://www.MTIShows.com/PerfLicense).

PRINT YOUR NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
DAYTIME TELEPHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

COMPLETE AND KEEP THIS COPY FOR YOUR RECORDS

**ADDITIONAL LICENSING GUIDELINES AND PROVISIONS**

**Disney's**  
**BEAUTY AND THE BEAST**

**CREDITS:** You shall use the following title and incorporate your credit above the title and otherwise comply with the size specifications on the title page of all playbills and programs, in all houseboards and displays and in all other advertising, press releases and any other promotional material, as follows:

The (Licensee) (50% of title)  
Production of

Disney's (33% of title)  
**BEAUTY AND THE BEAST**

**IN ADDITION TO THE ABOVE BILLING**, on the title page of playbills and programs, and in houseboards and displays, the following credits shall also be included:

Music by  
Alan Menken

Lyrics by  
Howard Ashman & Tim Rice  
(50% of title)

Book by  
Linda Woolverton

Originally Directed by  
Robert Jess Roth (40% of title)

Originally Produced by  
Disney Theatrical Productions (50% of title)

The following credits shall be included in the program on the title page, and 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:

Orchestrations by Danny Troob  
Vocal Arrangements by David Friedman  
Incidental Music by Michael Kosarin  
Dance Arrangements by Glen Kelly

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's" 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).

**KEEP THIS PAGE FOR YOUR RECORDS**

# The Your Theatre Company

PRODUCTION OF



Disney's  
**BEAUTY  
AND THE  
BEAST**

BY ALAN MENKEN MUSIC BY HOWARD ASHMAN LYRICS BY LINDA WOOLVERTON  
and TIM RICE

YOUR PRODUCTION INFORMATION HERE!

DATES  
TIMES  
TICKET PRICES  
PHONE NUMBER

THEATRE AND ADDRESS

KEEP THIS PAGE FOR YOUR RECORDS

**\*\*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](mailto:ap@mtishows.com).**

Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer          Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> 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. <b>MTI Enterprises Inc.</b>		
2 Business name/disregarded entity name, if different from above <b>d/b/a Music Theatre International</b>		
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> <input type="checkbox"/> Other (see instructions) ▶ _____		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. <b>423 West 55th Street, 2nd Floor</b>		Requester's name and address (optional)
6 City, state, and ZIP code <b>New York, NY 10019</b>		
7 List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b> 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: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div>	or Employer identification number <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px; text-align: center;">1 3 - 2 9 7 6 4 6 8</div>

<b>Part II Certification</b> 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. <b>Certification instructions.</b> 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.
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<b>Sign Here</b>	Signature of U.S. person ▶ <i>Rita L. Thibault</i>	Date ▶ <i>01.04.2021</i>
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### 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](http://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. 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**