

Your MTI Rep: ROSEANNE GEORGE  
 Your MTI Account Number: 0092919  
 Contract No: 9708280

**Licensee:**

BALLYSHANNON MIDDLE SCHOOL  
 C/O: MICHELLE SCHMITT  
 7515 shamrock Ave  
 UNION, KY 41091

TELE#: 859-905-2620 MAIN FAX:  
 E-MAIL: michelle.schmitt@boone.kyschools.us

Contract Issue Date: 11/03/21  
 Contract Expiration Date: 12/15/21  
 Valid For Performances From:  
 Actual Performance Dates: 11/04/21 - 11/04/22  
 MTI Access Code: PET1704688

**PRODUCTION CONTRACT** for PETER PAN JR

**CONTRACT PROVISIONS:**

ALL PERFORMERS MUST BE IN THE 9TH GRADE AND UNDER. THIS  
 LICENSE INCLUDES THE RIGHTS FOR UNLIMITED PERFORMANCES  
 WITHIN \*ONE\* YEAR AS RECORDED IN THE DATES ABOVE.

**AMOUNT ENCLOSED**

SHOWKIT™ (See *Additional Materials Order Form* for a list of ShowKit™ contents)

Royalty..... \$ 139.00

Non-Refundable Materials Fee ..... \$ 556.00

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): ..... \$ 150.00

**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: 7515 Shamrock Ave

(No P.O. Boxes)                     

City: Lexington State/Province: Ky Zip/Postal Code: 41091

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 PETER PAN 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: ( ) \_\_\_\_\_

## **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.

Your MTI Rep: ROSEANNE GEORGE  
 Your MTI Account Number: 0092919  
 Contract No: 9708280

**Licensee:**

BALLYSHANNON MIDDLE SCHOOL  
 C/O: MICHELLE SCHMITT  
 7515 shamrock Ave  
 UNION, KY 41091

TELE#: 859-905-2620 MAIN FAX:  
 E-MAIL: michelle.schmitt@boone.kyschools.us

Contract Issue Date: 11/03/21  
 Contract Expiration Date: 12/15/21  
 Valid For Performances From:  
 Actual Performance Dates: 11/04/21 - 11/04/22  
 MTI Access Code: PET1704688

**PRODUCTION CONTRACT** for PETER PAN JR

**CONTRACT PROVISIONS:**

ALL PERFORMERS MUST BE IN THE 9TH GRADE AND UNDER. THIS  
 LICENSE INCLUDES THE RIGHTS FOR UNLIMITED PERFORMANCES  
 WITHIN \*ONE\* YEAR AS RECORDED IN THE DATES ABOVE.

**AMOUNT ENCLOSED**

SHOWKIT™ (See Additional Materials Order Form for a list of ShowKit™ contents)

Royalty. . . . . \$ 139.00

Non-Refundable Materials Fee . . . . . \$ 556.00

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): . . . . . \$ 150.00

**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**

ShowKits™ are non-transferable and non-refundable.

With this contract you are agreeing to produce PETER PAN 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: ( ) \_\_\_\_\_

**SIGN  
HERE**

**YOUR SHOWKIT WILL CONSIST OF THE FOLLOWING:**

- 30 ACTOR'S BOOK
  - 1 DIRECTOR'S GUIDE
  - 1 PIANO VOCAL SCORE
  - 1 CHOREOGRAPHY VIDEOS DIGITAL
  - 1 DOWNLOADABLE RESOURCES AND MEDIA
  - 1 GUIDE VOCAL AND PERF TRACKS DIGITAL

**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
<b>ADDITIONAL MATERIALS</b>			
ACTOR'S BOOK	_____ x	\$ 10.00=	\$ _____
DIRECTOR'S GUIDE	_____ x	\$ 100.00=	\$ _____
PIANO VOCAL SCORE	_____ x	\$ 40.00=	\$ _____
<b>THEATRICAL RESOURCES</b>			
ACTOR'S BOOK TENPACK	_____ x	\$ 75.00=	\$ _____
CUSTOMIZABLE SHOW POSTERS AND ARTWORK	_____ x	\$ 175.00=	\$ _____
HOW DOES THE SHOW GO ON?	_____ x	\$ 21.00=	\$ _____
LOGO PACK DIGITAL	<u>1</u> x	\$ 75.00=	\$ <u>75.00</u>
PRODUCTIONPRO-DIGITAL SCRIPT/SCORE	_____ x	\$ 199.00=	\$ _____
SCENIC PROJECTIONS PRO 2.0	_____ x	\$ 1,795.00=	\$ _____
SCENIC PROJECTIONS 2.0	_____ x	\$ 450.00=	\$ _____
STAGE WRITE APPLICATION	_____ x	\$ 150.00=	\$ _____
VIDEO LICENSE	<u>1</u> x	\$ 75.00=	\$ <u>75.00</u>
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=	\$ _____

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.

\$ 150.00

\$ \_\_\_\_\_

Make sure to enter (above) the appropriate Additional Materials Shipping Charge based on the tables on the left. US and Canada only. Customers in other countries must contact MTI for exact shipping fees.

\$ \_\_\_\_\_

\$ 785.00

\*\*\*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 - PETER PAN 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 the logo in any way.

[Name of School]  
Production of

**PETER PAN  
JR.**

A Musical Based on the Play by  
SIR J.M. BARRIE

Lyrics by  
**CAROLYN LEIGH**

Music by  
**MORRIS (MOOSE) CHARLAP**

Additional Lyrics by  
**BETTY COMDEN and ADOLPH GREEN**

Additional Music by  
**JULE STYNE**

Originally directed, choreographed and adapted by  
**JEROME ROBBINS**

In 1929 Sir J.M. Barrie bequeathed *Peter Pan* to Great Ormond Street Hospital for Children in London, which has benefited thousands of children since then. The producers are proud and happy that everyone who has bought a ticket for today's performance of *Peter Pan JR.* is helping towards making the hospital the incredible center of hope it is today.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS



# VIDEO LICENSE

## 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 BALLYSHANNON MIDDLE SCHOOL (THE "LICENSEE") AND MUSIC THEATRE INTERNATIONAL ("MTI"), GRANTING LICENSEE LIMITED PERMISSION TO MAKE ONE VIDEO RECORDING OF LICENSEE'S PRODUCTION OF THE PLAY ENTITLED PETER PAN JR (THE "PLAY").

If Licensee wishes to purchase a video license, please sign and return this form and pay the \$75 fee (see Additional Materials Order Form).

1. Notwithstanding the general prohibition against any video recording whatsoever in the License, MTI hereby grants permission for your organization to permit one authorized videographer (who can be an individual associated with your production or a commercial videographer as set forth in Paragraph 2 below) to record a single performance 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 provided to participants in the Play or their families for their own personal, at-home (i.e., non-commercial use). It is permissible to charge the participants in the Play or their families the duplication costs of the copies, but the videos cannot be sold for a profit and may not be distributed online or to the general public. Such outside party may not use the name of the owner of the Play or any other trademarks of the Owner 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.**

In addition, the following notice must be displayed as the opening 45 seconds of the video:

**WARNING! THIS VIDEO RECORDING HAS BEEN CREATED SOLELY FOR PERSONAL, NON-COMMERCIAL PURPOSES WITH THE SPECIAL PERMISSION OF MUSIC THEATRE INTERNATIONAL. UNDER FEDERAL COPYRIGHT LAW, IT MAY NOT, IN WHOLE OR IN PART, BE SOLD, STREAMED, BROADCAST, DUPLICATED OR DISSEMINATED TO THE PUBLIC IN ANY WAY, BY ANY MEANS NOW KNOWN OR INVENTED IN THE FUTURE.**

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 and/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. In addition, Licensee shall indemnify MTI and the authors and owners of the Play and hold them harmless from any costs or expenses arising out of claims made by third parties appearing in the video, or whose work is used in the video (such as performers, musicians, directors, choreographers or designers).

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

**SIGN AND RETURN THIS PAGE TO MTI ONLY IF YOU WISH TO PURCHASE A VIDEO LICENSE. A FEE OF \$75 APPLIES.**

#### 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.

PRINT YOUR NAME Michelle Schmitt ← Sign Here TITLE Peter Pan Jr  
AUTHORIZED SIGNATURE \_\_\_\_\_ DATE 11-12-21  
EMAIL Michelle.Schmitt@boone.kySchools.us DAY PHONE (859)

## MTI BILLING CREDIT

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

### PETER PAN JR

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)

## 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