

Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY
41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

8/6/19

AGENDA ITEM (ACTION ITEM):

Consider/Approve license agreement with Music Theatre International for Scott High School to perform the production of The Little Mermaid Jr on March 6-14, 2020.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Scott High School is seeking approval to sign a license agreement with Music Theatre International to perform the production of The Little Mermaid Jr on March 6-14, 2020

FISCAL/BUDGETARY IMPACT:

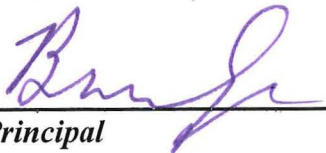
Paid for by Scott High School Drama Activity Account with fundraising funds

RECOMMENDATION:

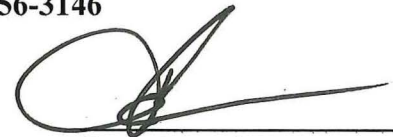
Approval of license agreement with Music Theatre International to perform the Little Mermaid Jr.

CONTACT PERSON:

Andrew Harris, andrew.harris@kenton.kyschools.us or at 859-356-3146


Principal


District Administrator


Superintendent

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

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

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"

Your MTI Rep: **ROSEANNE GEORGE**
Your MTI Account Number: **6785070**
Contract No: **9598892**

Licensee:

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

Contract Issue Date: 08/01/19
Contract Expiration Date: 09/12/19
Valid For Performances From: 03/06/20 - 03/14/20

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

MTI Access Code: LIT1493703



PRODUCTION CONTRACT for **DISNEY'S THE LITTLE MERMAID JR**

MUSIC THEATRE INTERNATIONAL

AMOUNT ENCLOSED

SHOWKIT™

Royalty A) For ____ number of performances @ \$200.00 for each regular, benefit or other performance, for a total of:.....\$ _____

Regular Performance

Seating Limited to 150 per Performance

Royalty B) For ____ number of performances @ \$130.00 for each regular, benefit or other performance, for a total of:.....\$ _____

Educational Matinee

Seating Limited to 400 per Performance

Non-Refundable Materials Fee (See Additional Materials Order Form for a list of ShowKit™ contents) \$ 645.00

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

ADDITIONAL MATERIALS TOTAL (from Additional Materials Order Form - please attach): \$ 75.00

TOTAL AMOUNT ENCLOSED (Payable in U.S. Funds): \$ 760.00

PAYMENT

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

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

Card Number: _____ Expiration Date: _____

Name on card: _____

Signature: _____ Amount: _____

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

SHIPPING

Shipping Address: 5400 Old Taylor Mill Rd, Taylor
(NO P.O. BOXES)

City: Taylor Mill State/Province: KY Zip/Postal Code: 41015

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 **DISNEY'S THE LITTLE MERMAID 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: _____

Daytime Phone Number: () _____ E-mail: _____

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

Your MTI Rep: ROSEANNE GEORGE
 Your MTI Account Number: 6785070
 Contract No: 9598892

Licensee:

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

Contract Issue Date: 08/01/19
 Contract Expiration Date: 09/12/19
 Valid For Performances From: 03/06/20 - 03/14/20

TELE#: 6176990325 FAX:
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PRODUCTION CONTRACT for DISNEY'S THE LITTLE MERMAID JR

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AMOUNT ENCLOSED

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

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Name on card: _____

Signature: _____ Amount: _____

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Authorized Signature: _____ Date: _____

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YOUR SHOWKIT WILL CONSIST OF THE FOLLOWING:

- 30 ACTOR'S BOOK
- 2 PERFORMANCE ACCOMPANIMENT CD
- 1 DIRECTOR'S GUIDE
- 1 PIANO VOCAL SCORE
- 1 CHOREOGRAPHY DVD
- 30 FAMILY MATTERS
- 1 MEDIA DISK
- 1 PERFORMANCE AUDIO 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
ADDITIONAL MATERIALS			
ACTOR'S BOOK	_____ x	\$ 10.00	= \$ _____
PERFORMANCE ACCOMPANIMENT CD	_____ x	\$ 75.00	= \$ _____
DIRECTOR'S GUIDE	_____ x	\$ 100.00	= \$ _____
PIANO VOCAL SCORE	_____ x	\$ 40.00	= \$ _____
CHOREOGRAPHY DVD	_____ x	\$ 50.00	= \$ _____
FAMILY MATTERS (Call for Pricing and Availability)	_____ x	\$ 10.00	= \$ _____
MEDIA DISK	_____ x	\$ 10.00	= \$ _____
PERFORMANCE AUDIO TRACKS DIGITAL (Call for Pricing and Availability)	_____ x	\$ 10.00	= \$ _____
THEATRICAL RESOURCES			
ACTOR'S BOOK TENPACK	_____ x	\$ 75.00	= \$ _____
FAMILY MATTERS (PACK OF 10)	_____ x	\$ 10.00	= \$ _____
LOGO PACK DIGITAL	_____ x	\$ 75.00	= \$ _____
PRODUCTIONPRO	_____ x	\$ 199.00	= \$ _____
SCENIC PROJECTIONS-JR ANIMATED	_____ x	\$ 645.00	= \$ _____
SCENIC PROJECTIONS-JR STILL	_____ x	\$ 295.00	= \$ _____
STUDENT REHEARSAL CD	_____ x	\$ 10.00	= \$ _____
SUBPLOT CUSTOMIZABLE SHOW POSTERS (Call for Pricing and Availability)	_____ x	\$ 10.00	= \$ _____
VIDEO LICENSE	<u>1</u> x	\$ 75.00	= \$ <u>75.00</u>
VIRTUAL STAGE MANAGER (Call for Pricing and Availability)	_____ x	\$ 80.00	= \$ _____
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.

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.

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL MATERIALS

AUTHOR BILLING - DISNEY'S THE LITTLE MERMAID JR.

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

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

The (Licensee)

(50% of title)

Production of



(Author Names 50% of title, or no less than 20% of logo artwork)

Music by

Alan Menken

Lyrics by

Howard Ashman and Glenn Slater

Book by

Doug Wright

Based on the Hans Christian Andersen story and the Disney film

Music Adapted and Arranged by

David Weinstein

The name of your organization must be billed 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 their names to the largest letter in the logo or artwork title.

The size of credits to the authors shall be no less than 20% of the artwork or logo title as measured by the proportion of the average size of your name to the largest letter in the logo or artwork title.

MTI BILLING CREDIT

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

DISNEY'S THE LITTLE MERMAID JR

is presented through special arrangement with Music Theatre International (MTI).

All authorized performance materials are also supplied by MTI.

www.MTIShows.com

VIDEOTAPING WARNING

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

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

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

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

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

DRAMATIC PERFORMING RIGHTS LICENSE

YOUR SIGNATURE IN THE ACCEPTANCE SECTION OF THE PRODUCTION CONTRACT WILL ACKNOWLEDGE THAT:

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

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

30 ACTOR'S BOOK 2 PERFORMANCE ACCOMPANIMENT CD 1 DIRECTOR'S GUIDE 1 PIANO VOCAL SCORE	1 CHOREOGRAPHY DVD 30 FAMILY MATTERS 1 MEDIA DISK 1 PERFORMANCE AUDIO TRACKS DIGITAL
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2. The performance rights granted by this license apply only to the organization named above through special arrangement with Music Theatre International, exclusive licensing agents for live stage performances of this play. Under no conditions can this License be assigned, sub-licensed or transferred without our written consent.
3. All performers in this play must be 18 years of age or under unless special permission has been granted in writing by MTI.
4. All advertising must include the show logo as provided in the ShowKit™. You may not make or sell merchandise bearing this logo, with the exception of t-shirts if purchased from MTI.
5. You understand that this play is fully protected by federal copyright laws, and therefore:
 - You must properly credit the Authors of the play, credit Music Theatre International and reproduce the play logo and trademark on all posters and in all programs exactly as provided.
 - You must perform this show from *The Broadway Junior Collection*® exactly as it has been provided to you in the ShowKit™ materials, and you may not add or delete any music or lyrics, alter any music or lyrics or make changes of any kind in the text of the play, including deletions and changes to the period, characters and characterizations.
 - You will not reproduce, post or electronically transmit on the Internet, rent or sell any of the materials contained in the ShowKit™. However, to aid in the rehearsal of your junior production, you do have permission to make limited individual practice tapes from the performance CD to provide some students as needed which may contain up to a maximum of three (3) songs each per student. Such tapes may not be otherwise disseminated in any way.
 - Recording: This license does not grant you the right** to make, use and/or distribute a mechanical recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, audiocassette, videotape, film, CD, DVD and other digital sequencing. You agree to inform all parents, students and attendees of the above prohibitions against recording the show by means of both a program note and a pre-show announcement.

***except with Disney titles, where a limited video license is available for \$75.00*
6. If any of the conditions of this License are changed in any way (including cancellation or addition of performance[s], ticket price adjustments or change of venue), you must notify MTI's business office in writing immediately, and MTI must approve all changes before they may take effect. Such changes may alter the fees quoted in this License.
7. The granting of this Performance License and the fees quoted are subject to review and cancellation if MTI has not received one signed copy of the Production Contract, accompanied by payment in full, by the expiration date on the front of the contract.
8. Should you desire to present additional performances, you agree to enter into a new agreement with us and to make additional royalty payments for any and all performances in addition to those already licensed by us. You agree not to announce, present or sell tickets for such additional performances without our prior written permission AND payment of the additional royalty fees due.
9. You agree as a condition of this License to reserve two (2) complimentary tickets (if requested) for the use of MTI and the Copyright Owners for each performance and MTI agrees not to sell such tickets.
10. You shall forward to us at least one (1) copy of the program for your production not later than three (3) days following the opening performance licensed by us under the terms of this agreement. You shall submit to us, within five (5) days following demand by us, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. You agree to keep and maintain full and regular books and records in which you shall record all items in connection with the production and presentation of the Play. Such books and records shall be open at all reasonable business hours for inspection by MTI or our representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. MTI's rights under this License shall continue for twelve (12) months following the date of the last performance licensed under the terms of this agreement.
11. This License is conditioned upon your fulfillment of all obligations under this agreement, including the prompt payment of all materials and royalty fees in U.S. funds when due. For schools and government agencies only, a signed, authorized purchase order is acceptable for payment. Unless all of your obligations have been fulfilled, this License will terminate automatically. Nevertheless, you will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If you shall default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse us for any expenses incurred by us in enforcing our rights under this License, including, but not limited to, attorneys' fees, telephone, fax, and postage charges and collection expenses.
12. We warrant that, on behalf of the owners of the copyright in the Play, we are authorized to grant this License to you. We make no other warranties.
13. All rights in and to the Play other than those specifically licensed to you under the terms of this License agreement are reserved to us, with the unrestricted right on our part to use, exploit or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License.
14. This License shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum.
15. You agree to indemnify us and the Copyright Owner(s) of the Play from any claim arising out of your violation of any of the provisions of this License agreement.
16. You shall pay transportation charges for materials that we supply to you, as well as all customs charges, duties and the like in connection with shipments of materials outside of the United States. Any expense that we incur with respect to the delivery of the materials shall be charged to you; you agree upon demand promptly to reimburse us for the full amount of such expense.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

Rider for DISNEY'S THE LITTLE MERMAID JR.

Specific Licensing Guidelines and Provisions - This Rider is Part of the Production Contract

1. **CO-PRODUCTION.** Licensee may share production costs and/or physical production elements (but not casts) of Licensee's production of the Play with other authorized licensees, including renting Licensee's physical production to other licensees, subject to MTI's approval, provided Licensee's production shall only refer to its organization as the producer of the Play.
2. **REPRESENTATIONS AND WARRANTIES.** Licensee hereby represents and warrants as follows: that (i) Licensee shall comply with all applicable laws, including, without limitation all applicable (delete for foreign licenses: United States and other federal, state, and) local laws, and shall present the Play in accordance with the terms of this Agreement; and (ii) no rights of any third party are or will be violated by Licensee entering into or performing this Agreement, and Licensee has not made nor shall Licensee hereafter make any agreement with any third party which could interfere with the full performance of its obligations hereunder.
3. **INDEMNIFICATION.** Licensee hereby agrees 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 Licensee 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.** Licensee acknowledges 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. Licensee agrees that neither Licensee, nor Licensee's employees and representatives, shall take any action which could poorly reflect upon such Disney public image or reputation and Licensee shall at all times manage the production and presentation of the Play in a manner consistent with such Disney public image and reputation. All of Licensee's 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, Licensee agrees not to list any of its sponsors in connection with any advertising or promotion of the Play if such sponsors do business in any of the following categories: alcohol, tobacco, firearms and feminine hygiene products. Any violation of the foregoing provisions shall entitle us to immediately terminate this Agreement and to injunctive relief to prohibit any further use of the Play.
5. **TRADEMARKS.** Licensee 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 Licensee's advertising, publicity or promotions other than as part of the title of the Play, all as provided in Paragraph 1 of this Rider and to factually describe Disney's role in its production, namely, that Disney is a licensor only of its stage play and not Disney owned production elements, and is not a producer of Licensee's show, and that Disney produced the Play on Broadway and elsewhere.
 - 5.2 to express or imply any endorsement by Disney of Licensee's production of the Play or any other of Licensee's activities; or
 - 5.3 in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).

ACCEPTANCE

By signing below, you signify that have you read and understand the terms and conditions set forth in this Rider. Violation of one or more of these Guidelines and Provisions constitutes a material breach of contract and may result in the immediate revocation of your performance license. Please read the Guidelines and Provisions carefully.

Organization Name: _____

Signature: _____

Print Name and Title: _____

Phone: _____ Fax: _____

E-Mail: _____

See Attachment A - Sample Ad Layout for authorized advertising and billing credits.

*** YOU MUST RETURN THIS SIGNED COPY WITH YOUR COMPLETED PERFORMANCE LICENSE ***

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2. **REPRESENTATIONS AND WARRANTIES.** Licensee hereby represents and warrants as follows: that (i) Licensee shall comply with all applicable laws, including, without limitation all applicable (delete for foreign licenses: United States and other federal, state, and) local laws, and shall present the Play in accordance with the terms of this Agreement; and (ii) no rights of any third party are or will be violated by Licensee entering into or performing this Agreement, and Licensee has not made nor shall Licensee hereafter make any agreement with any third party which could interfere with the full performance of its obligations hereunder.
3. **INDEMNIFICATION.** Licensee hereby agrees 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 Licensee 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.** Licensee acknowledges 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. Licensee agrees that neither Licensee, nor Licensee's employees and representatives, shall take any action which could poorly reflect upon such Disney public image or reputation and Licensee shall at all times manage the production and presentation of the Play in a manner consistent with such Disney public image and reputation. All of Licensee's 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, Licensee agrees not to list any of its sponsors in connection with any advertising or promotion of the Play if such sponsors do business in any of the following categories: alcohol, tobacco, firearms and feminine hygiene products. Any violation of the foregoing provisions shall entitle us to immediately terminate this Agreement and to injunctive relief to prohibit any further use of the Play.
5. **TRADEMARKS.** Licensee 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 Licensee's advertising, publicity or promotions other than as part of the title of the Play, all as provided in Paragraph 1 of this Rider and to factually describe Disney's role in its production, namely, that Disney is a licensor only of its stage play and not Disney owned production elements, and is not a producer of Licensee's show, and that Disney produced the Play on Broadway and elsewhere.
 - 5.2 to express or imply any endorsement by Disney of Licensee's production of the Play or any other of Licensee's activities; or
 - 5.3 in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).

ACCEPTANCE

By signing below, you signify that have you read and understand the terms and conditions set forth in this Rider. Violation of one or more of these Guidelines and Provisions constitutes a material breach of contract and may result in the immediate revocation of your performance license. Please read the Guidelines and Provisions carefully.

Organization Name: _____

Signature: _____

Print Name and Title: _____

Phone: _____ Fax: _____

E-Mail: _____

See Attachment A - Sample Ad Layout for authorized advertising and billing credits.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

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 SCOTT HIGH 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 DISNEY'S THE LITTLE MERMAID JR (THE "PLAY").

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 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. 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. 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.

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

AGREED AND ACCEPTED BY LICENSEE:

Signature: _____

Print Name and Title: _____

Phone: _____ Fax: _____

E-Mail: _____

*****YOU MUST RETURN THIS SIGNED COPY WITH YOUR PAYMENT TO PURCHASE LIMITED HOME USE VIDEO RECORDING PERMISSION*****

LIMITED HOME USE VIDEO RECORDING PERMISSION

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

ACCEPTANCE

AGREED AND ACCEPTED BY LICENSEE:

Signature: _____

Print Name and Title: _____

Phone: _____ Fax: _____

E-Mail: _____

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

CONTRACT RIDER

COMPLETE THIS COPY AND RETURN TO MTI

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 6785070
Contract #: 9598892 Printed on: 08/01/19

CHANGES TO PLAY AND USE OF REPLICA ELEMENTS PROHIBITED

By signing below, 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 to which this Rider is attached, 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. 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 new 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, artwork (except for authorized logos for which Licensee has obtained a license from MTI, where available) or other intellectual property from any Broadway, London, or touring productions or from any film version of the Play. The rights to all of these elements are owned by third parties and are not granted as part of this Performance License.

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.

Licensee's license to perform the Play will be invalid unless this Rider is signed and returned with the signed Production Contract.

By signing this Rider, the Authorized Signatory acknowledges that the Authorized Signatory:

- a) has read and understands the terms of the Rider;
- b) is authorized to sign the Rider on behalf of Licensee;
- c) has reviewed, or will review, the Copyright Provisions of Section I.1 and I.2 of the Performance License and this Rider with the director and entire creative team of Licensee's production;
- d) 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; and
- e) agrees to the terms, conditions and provisions contained herein on behalf of the Licensee.

ACCEPTANCE

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

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

MTI CONTRACT CHECKLIST

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

Did you remember to....

- Order Additional Materials (by filling out Page 4)?
- Order Limited Home Use Video Recording Permission on Page 11?
- Transfer the Additional Materials Total to Page 1?
- Determine and Total the "Amount Enclosed" on Page 1?
- Sign the contract rider on Page 8?
- Fill out Payment information completely on Page 1?

Make sure to return ALL of the following to MTI:

- Completed and Signed Production Contract (Page 1)
- Completed Additional Materials Order Form (Page 4) - if applicable
- Signed Specific Licensing Guidelines Contract Rider (Page 8)
- Completed Home Use Video Recording Permission Form (Page 11)
- if applicable
- FULL Payment



MUSIC THEATRE INTERNATIONAL
**BROADWAY
JUNIOR™**



cindy ripley



Get Expert Advice and Solutions from ShowSupport!

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

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



Celebrate Your Production with our Recognition and Publicity Program

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

Elements include:

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

learn more @ mtishows.com/broadwayjunior

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

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MTI Enterprises Inc.		
2 Business name/disregarded entity name, if different from above d/b/a Music Theatre International		
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.		
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <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) ▶ _____ </div> <div style="width: 35%;"> <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </div> </div>		
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
5 Address (number, street, and apt. or suite no.) See instructions. 423 West 55th Street, 2nd Floor		Requester's name and address (optional)
6 City, state, and ZIP code New York, NY 10019		
7 List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>		
Social security number <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div>		or Employer identification number <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div>
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here	Signature of U.S. person ▶	Date ▶ 2/25/2019
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-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**