

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

# Issue Paper

**DATE:**

2/21/2022

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve contract with Disney's Beauty and The Beast Junior Performance License to perform the production of Disney's Beauty and The Beast Jr. in the spring of 2022. The show will be produced by the Twenhofel Drama Club

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

Twenhofel Middle in previous years has put on a Musical performance that showcases the talents of students and allows for students to be connected with the arts and Pillar 3. In the spring of 2022, Twenhofel would like to perform Beauty and The Beast Jr. The Musical performance of Beauty and the Beast Jr would be performed at Simon Kenton High School because of their stage and sound center/capabilities.

**FISCAL/BUDGETARY IMPACT:**

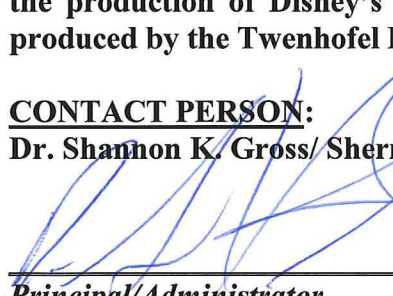
All expenses and monies collected for the show will be paid from Twenhofel Drama Club. Expenses will include the rights to the show, props, costumes, sets, lighting, makeup, advertising, etc. Proceeds from tickets sales will benefit the Twenhofel Middle School Drama club.

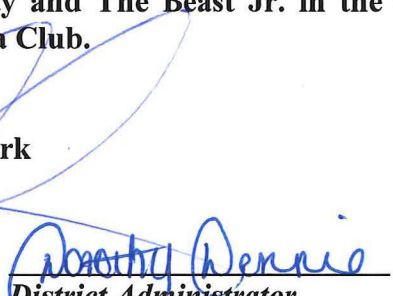
**RECOMMENDATION:**

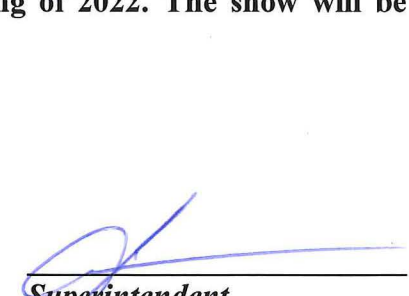
Approval to contract with Disney's Beauty and The Beast Junior Performance License to perform the production of Disney's Beauty and The Beast Jr. in the spring of 2022. The show will be produced by the Twenhofel Drama Club.

**CONTACT PERSON:**

Dr. Shannon K. Gross/ Sherry Clark

  
\_\_\_\_\_  
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.

**Via E-mail: [sherry.clark@kenton.kyschools.us](mailto:sherry.clark@kenton.kyschools.us) (4 pages total)**

November 30, 2021

Sherry Clark  
Twenhofel Middle School  
Independence, Kentucky

**RE: *Disney's Beauty And The Beast Junior Performance License***

You recently placed an order with one of our music retailers for the Broadway Junior ShowKit, *Disney's Beauty And The Beast Junior*, which has been sent to me for licensing. All Broadway Junior shows must have a performance rights license completed and one is attached which covers your production of this show. All Disney shows also have a special rider that must be completed in addition to the performance rights license and a copy of that is also attached.

Please fill out the top section of the license, initial item #3, sign and date the bottom and fill out the bottom part of the Disney rider and fax them both to **414-774-0747** or scan and email them to **[broadwayjunior@halleonard.com](mailto:broadwayjunior@halleonard.com)**. You do not need to mail a hard copy.

We cannot ship your ShowKit until we receive your completed license. All licenses must be returned within 60 days.

**Please note that all actors must be enrolled in Grade 9 or under.**

**Also note that there is no video or audio taping allowed of this show** without the purchase of a \$75.00 (U.S.) *Limited Home Use Video Recording Permission* license provided by Walt Disney Company. If you are interested in purchasing this license, please let me know by fax or e-mail and I will send you one along with instructions for completing it.

Also for your reference only, I have included a product price list. For a complete list and information on all the junior musical shows available, please visit our web site at [www.halleonard.com/choral](http://www.halleonard.com/choral) and click on CLASSROOM MUSIC.

If you have any questions, please contact me at **800-524-4425 ext. 5370**.

Sincerely,



Jody A. Kulig  
Licensing Coordinator for Junior Musical ShowKits  
[broadwayjunior@halleonard.com](mailto:broadwayjunior@halleonard.com)

Attachments



Contract #: 51486075

DRAMATIC PERFORMING RIGHTS LICENSE for DISNEY'S BEAUTY AND THE BEAST JUNIOR

By signing below, You the undersigned ("You" or "Your"), hereby agree to perform this musical show, using the authorized ShowKit™ from MTI's Broadway Junior Collection® (the "ShowKit™") provided in conjunction with the issuance of this license:

School: \_\_\_\_\_ Principal: \_\_\_\_\_
Teacher: \_\_\_\_\_ Teacher E-mail: \_\_\_\_\_
School Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
School Telephone: \_\_\_\_\_ School Fax \_\_\_\_\_

Your ShowKit™ includes the following materials: (30) Actor's Scripts (script & music)
(1) Director's Guide (including logo pages, production handbook, script, etc.) • (1) Piano/Vocal Score
(2) Accompaniment and Guide Vocal CDs • (1) Choreographic DVD • (1) Media Disk • (30) Family Matters Booklets

YOU AGREE TO BE SUBJECT TO AND BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS:

- 1. You shall have unlimited rights to perform this play during the 12-month period 12/14/2021 to 12/14/2022.
In any event, it is a violation of this license and copyright laws to use ShowKit™ Materials in part or in whole past license date.
2. The performance rights granted by this license apply only to the school named above through special arrangement with Music Theatre International, exclusive licensing agents for live stage performances of this play.
3. (PLEASE INITIAL) You affirm You represent an accredited school and affirm that this play will be performed solely by Your students enrolled in ninth grade and under.
4. The student libretto/vocal books are to be distributed to the performers and are theirs to keep.
5. All advertising such as posters and program covers must include the show logo as provided in the ShowKit™ Director's Guide.
6. You understand that this play is fully protected by copyright laws, and therefore:
• You will 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 will perform this show from MTI's Broadway Junior Collection® exactly as it has been provided to You in the ShowKit™ materials and You will 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 changes to the 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™.
• 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 digital sequencing.

\*\*PLEASE NOTE that there is a limited video license available for this title for a licensing fee of \$75.00 (see cover page)

SHOWKITS™ ARE NON-TRANSFERABLE AND NON-REFUNDABLE.

AGREED TO AND ACCEPTED BY:

Print Your Name: \_\_\_\_\_ Title: \_\_\_\_\_

Your Signature: \_\_\_\_\_ Date: \_\_\_\_\_

RIDER FOR  
**DISNEY'S BEAUTY AND THE BEAST JUNIOR**

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

**Specific Licensing Guidelines and Provisions**

**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, 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.

**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:

A. in any of your advertising, publicity or promotions other than as part of the title page for programs of your production of the Play, all as provided in paragraph 1 of this Rider and 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.

B. to express or imply any endorsement by Disney of your production of the Play or any other of your activities; or:

C. in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).

**ACCEPTANCE**

By signing below, you signify that you have 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: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

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