



## Issue Paper

**DATE:**  
8/15/22

**AGENDA ITEM (ACTION ITEM):**

**Consider/Approve contract with MTI for the upcoming school year to purchase Elf Jr. The Musical.**

**APPLICABLE BOARD POLICY:**

**01.1 Legal Status of the Board**

**HISTORY/BACKGROUND:**

Woodland Middle School will be putting on Elf Jr. The Musical on December 2-3, 2022. The approval listed above allows us to purchase the rights to the materials so that we can perform the musical.

**FISCAL/BUDGETARY IMPACT:**

**\$750.00 from the Woodland Activity Account – Drama 2501**

**RECOMMENDATION:**


**Approval to contract with MTI for the upcoming school year to purchase Elf Jr. The Musical.**

**CONTACT PERSON:**

**Lisa Clark – Choir Director at Woodland Middle School**

  
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.

Your MTI Rep: ROSEANNE GEORGE  
 Your MTI Account Number: 0050224  
 Contract Number: 9758984

**Licensee:**

WOODLAND MIDDLE SCHOOL  
 C/O: LISA CLARK  
 5399 OLD TAYLORMILL ROAD  
 TAYLOR MILL, KY 41015

TELE#: 513-345-0258 FAX:  
 E-MAIL: lisa.clark@kenton.kyschools.us

- REPRINT -

Contract Issue Date: 08/10/22  
 Contract Expiration Date: 09/21/22  
 Valid For Performances From:  
 Actual Performance Dates: 08/10/22 - 08/10/23  
 MTI Access Code: ELF1830645

**PRODUCTION CONTRACT** for ELF-THE MUSICAL 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 \$90.00 in U.S.): .....\$ 45.00

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

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

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

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

**PAYMENT**

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

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

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Name on card: \_\_\_\_\_

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

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

**SHIPPING**

Shipping Address: 5399 Old Taylor Mill Rd.

(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 ELF-THE MUSICAL 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: ( ) \_\_\_\_\_

Your MTI Rep: ROSEANNE GEORGE  
 Your MTI Account Number: 0050224  
 Contract Number: 9758984

**Licensee:**

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 C/O: LISA CLARK  
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SALES TAX (where applicable): . . . . . \$

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

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

**PAYMENT**

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

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

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Name on card: \_\_\_\_\_

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

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

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

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_ Day Phone: ( ) \_\_\_\_\_

## **STANDARD MATERIALS**

Your MTI Rep: ROSEANNE GEORGE  
Your MTI Account Number: 0050224  
Contract Number: 9758984

### **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

## 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	_____ x	\$ 75.00=	\$ _____
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=	\$ _____
STREAMING LICENSE	_____ x	\$ 75.00=	\$ _____
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.

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	\$15.00	\$44.00	\$401 - 500	\$31.00	\$120.00
\$101 - \$200	\$19.00	\$60.00	\$501 - 600	\$35.00	\$140.00
\$201 - \$300	\$23.00	\$80.00	\$601 - 700	\$39.00	\$160.00
\$301 - \$400	\$27.00	\$100.00	\$700 and up	(call for shipping rates)	

\$ 0 00  
 \$ 0 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.

SALES TAX (where applicable):

**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.

\$ \_\_\_\_\_  
 \$ 0 00

\*\*\*\* 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. \*\*\*\*

## AUTHOR BILLING - ELF 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] (50% Type Size)  
Production of



(Authors names 50% of title size, or no less than 20% of logo artwork)

Book by  
Thomas Meehan and Bob Martin

Music by  
Matthew Sklar

Lyrics by  
Chad Beguelin

Based upon the New Line Cinema film written by David Berenbaum (25% of title size)

The names of the Composer, Lyricist and Bookwriter shall be equal in size, type, coloring, boldness and prominence. No billing shall appear in type larger or more prominent than the billing to the Authors except for the title of the Play. If the credit to the Authors is greater than 50%, the film credit shall be no less than 60% the size of the Authors' credit.

In addition, you agree to include the following on the main credit page in all programs:

Originally produced by  
Warner Bros. Theatre Ventures  
In association with Unique Features

In advertisements of 1/4 page size or less, or where only the title of the play, performance dates and venue are provided, the following "shortened billing" is permissible:

# ELF JR.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

## MTI BILLING CREDIT

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

### ELF-THE MUSICAL 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



**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 WOODLAND 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 ELF-THE MUSICAL 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 \_\_\_\_\_ TITLE \_\_\_\_\_  
 AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
 EMAIL \_\_\_\_\_ DAY PHONE \_\_\_\_\_

**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. Your authorized 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

2. You agree that

- Ticket prices for any performance of the show shall not exceed \$10.00 per ticket and
- No performance shall take place for any audience exceeding 750 people unless such performances are free of any admission charge, donations or contributions. Any deviation from the foregoing restrictions requires the prior written permission of Music Theatre International.

3. This License grants you the right to perform the "Play" as many times as you would like within the licensed dates listed on the front of this license. 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.

4. All advertising, such as posters and program covers, must include the show logo as provided in the ShowKit™ Director's Guide. You will not make or sell merchandise bearing this logo, with the exception of t-shirts if purchased from MTI. You will inform the parents and students that they are also bound by this prohibition.

5. The student books are to be distributed to the performers and are theirs to keep. All performers in the show must be in 9th grade or younger, unless otherwise authorized in writing in advance by MTI.

6. The performance rights granted by this license apply only to the organization named on this license through special arrangement with Music Theatre International, exclusive licensing agent for live stage performances of this play.

7. You understand that this play is fully protected by Federal and International 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™. 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*

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# LIMITED STREAMING LICENSE

Your MTI Rep: ROSEANNE GEORGE  
Your MTI Account Number: 0050224  
Contract #: 9758984 Printed on: 08/10/22

## LIMITED STREAMING LICENSE

MTI Access Code: ELF1830645

### Defined Terms Used in this License:

Licensee: WOODLAND MIDDLE SCHOOL

Streaming License Fee: \$ 75.00

Play: ELF-THE MUSICAL JR.

Minimum Per Performance Royalty of \$ 0 against 0% of gross receipts, whichever is greater

### A Note About Streaming:

*MTI has worked closely with authors and other rightsholders to make streaming available to amateur 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.*

When signed by Licensee in the space indicated below, and upon receipt by Music Theatre International ("MTI") of Licensee's payment of the Streaming License Fee, the following terms shall constitute an agreement between the Licensee and MTI with respect to the Play.

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 Performance License for the Play, this Streaming License grants Licensee permission to capture its 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, or other social media).
2. **Streaming Options for the Play:** This Streaming License permits the Licensee to do the following:
  - (a) **Livestream:** Licensee may livestream (as defined below) one or more performances of its production solely to Stream Viewers via SHOWTIX4U.COM. Livestreams may be shown only live, although SHOWTIX4U.COM will permit Stream Viewers a limited period of time to pause or restart from the beginning. "Livestream" means that the Video Performance is broadcast live over SHOWTIX4U.COM.
  - (b) **Scheduled Stream:** Licensee may live-capture one or more performances 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 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.

**LIMITED STREAMING LICENSE** *continued*

- (c) **On Demand:** Licensee may live-capture one or more performances of the Play (all of which may be edited into one Video Performance provided that no changes in the book, lyrics or music of the Play may be made in the editing process) and make such Video Performance available for viewing on demand on SHOWTIX4U.COM by Stream Viewers for up to one year from the first performance date (which may be extended upon payment of the then current on-demand renewal fee, if extension rights are then available). Licensee acknowledges that rightsholders may at any time withdraw permission for on-demand viewing beyond the then-current term. Licensee may edit the various videotaped performances into one video provided that no changes in the book, lyrics or music of the Play may be made in the editing process.
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**

1. **Royalties and Fees:** Licensee acknowledges that in addition to the royalties payable pursuant to the Production Contract for the right to produce and present the Play and the Streaming License Fee to acquire the rights granted in this Streaming License, the Streaming Royalty listed at the top of this Streaming License will be applied to the gross proceeds from all streaming tickets sold. 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.
2. **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.
3. **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).
4. **Billing.** Licensee shall post the full billing credits for the Play in conjunction with providing access to the Video Performance by posting the credits onscreen and 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)**

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### ACCEPTANCE

By signing this Streaming License, you represent that you are authorized to sign this Streaming License on behalf of the Licensee, that you have read and understand the terms and conditions set forth in this Streaming License and that the Licensee agrees to abide by the terms and conditions contained herein.

PRINT YOUR NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
EMAIL \_\_\_\_\_ DAY PHONE \_\_\_\_\_

# CONTRACT RIDER

Your MTI Rep: ROSEANNE GEORGE  
Your MTI Account Number: 0050224  
Contract #: 9758984 Printed on: 08/10/22

## RESTRICTIONS ON CHANGES TO PLAY AND USE OF REPLICA ELEMENTS

By signing the Production Contract to which this Rider is attached, the individual signing on behalf of Licensee (the "Authorized Signatory") acknowledges, on behalf of Licensee, that under federal copyright law and the terms of the Production Contract, the Licensee may not (a) make any changes to the Play or any additional materials purchased or rented from MTI (the "MTI Rental Materials") or (b) use any choreography, direction or design elements from any prior production or film version of the Play except as set forth below under **Permitted Uses**. Without limiting the foregoing, Licensee acknowledges that it may not:

- Make changes of any kind, including changes of music, lyrics, dialogue, sequence of songs and/or scenes, time period, setting, characters or characterizations or gender of characters in the Play, regardless of whether the authors have approved any similar changes for a prior production of the Play.
- Add music, dialogue, lyrics, scenes, scenarios, characters, framing devices or anything to the text or structure of the Play as embodied in the MTI Rental Materials, including adding any songs or dialogue from any film version of the Play or from any other version of the Play.
- Delete, in whole or in part, any material (including music, lyrics or text) from the Play as embodied in the MTI Rental Materials.
- Use any of the designs, direction, choreography, logos or artwork, or other intellectual property from any Broadway, London, or touring productions or from any film version of the Play, except as set forth below under **Permitted Uses**. The rights to all of these elements are owned by third parties and are not granted as part of this Performance License.

**Permitted Uses:** Notwithstanding the foregoing restrictions, Licensee may use production elements such as choreography, direction, designs and/or logos when (i) any such elements are specifically authorized for use by MTI, either as part of MTI's standard rental package (or ShowKit®, for Broadway Junior® titles), or (ii) a license to use any such element is purchased separately by Licensee, where available.

If Licensee violates any of these restrictions, Licensee acknowledges and agrees that MTI may revoke Licensee's contract and cancel the production without advance notice and without Licensee recourse of any kind, that Licensee will forfeit any prepaid fees and/or royalties in full and that Licensee may be sued for breach of contract and federal copyright infringement to the full extent of the law.

By signing the Production Contract, which incorporates by reference the terms of this Rider, the Authorized Signatory acknowledges that the Authorized Signatory:

- a. has read and understands the terms above regarding changes to the Play and use of replica elements;
- b. has reviewed, or will review, the terms of this Production Contract regarding changes to the Play and use of replica elements with the director and entire creative team of Licensee's production; and
- c. represents and warrants that the director and creative team have been or will be instructed that (i) no changes may be made to the Play without the written consent of the Rightsholders and (ii) they shall not copy or replicate any of the creative elements of prior productions or film version of the Play.

# **MTI CONTRACT CHECKLIST**

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

Did you remember to....

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

Make sure to return ALL of the following to MTI:

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



MUSIC THEATRE INTERNATIONAL  
**BROADWAY  
JUNIOR™**



### **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

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learn more @ [mtishows.com/broadwayjunior](http://mtishows.com/broadwayjunior)

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# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://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  
**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.

☐ Individual/sole proprietor or single-member LLC

☒ **C Corporation**

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ► \_\_\_\_\_

**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.

☐ 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) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
**423 West 55th Street, 2nd Floor**

**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 *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-						
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or

**Employer identification number**

1	3	-	2	9	7	6	4	6	8
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**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ► *Lita J. Shubank*

Date ► *1/3/2022*

## 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.