

DATE:

September 1, 2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve The contract with Music Theater International and Hal Leonard Corporation for a performance license for a production of Newsies Jr. by the Drama Club at Turkey Foot Middle School on March 23-25, 2023

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board; 08.2321 Copyrighted Materials/Notice of Use

HISTORY/BACKGROUND:

The Drama Club is the largest extra-curricular club at Turkey Foot Middle School. Each year, the Drama Club performs a musical, and this year, we have selected a world-class musical, Newsies Jr. as a way to give students theater experience as well as educate them about traditional musical theater. Dates of the performance will be March 23-25, 2023.

FISCAL/BUDGETARY IMPACT:

\$727 from the Turkey Foot Middle School Activity Account-Drama 330

RECOMMENDATION:

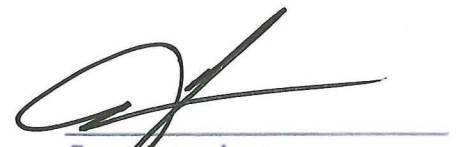
Approval to contract with Music Theater International and Hal Leonard Corporation for licensing a performance of Newsies Jr. at Turkey Foot Middle School on March 23-25, 2023.

CONTACT PERSON:

Alison Peeno or Jeffery Peeno, Turkey Foot 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.

Via E-mail: alison.peeno@kenton.kyschools.us (4 pages total)

August 30, 2022

Alison Peeno
Turkey Foot Middle School
Edgewood, Kentucky

RE: *Disney's Newsies Junior* Performance License

You recently placed an order with one of our retailers for the Broadway Jr. ShowKit, *Disney's Newsies 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. 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 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

Attachments



Contract #: 51569315

**DRAMATIC PERFORMING RIGHTS LICENSE for
DISNEY'S NEWSIES 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:	<u>Turkeyfoot Middle School</u>	Principal:	<u>Holly Spritzky</u>				
Teacher:	<u>Alison Peeno</u>	Teacher E-mail:	<u>alison.peeno@kenton.kyschools.us</u>				
School Address:	<u>3230 Turkeyfoot Rd</u>	City:	<u>Edgewood</u>	State:	<u>KY</u>	Zip:	<u>41017</u>
School Telephone:	<u>859-341-0216</u>	School Fax:	<u>859-341-7217</u>				

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
Digital Items: Accompaniment /Guide Vocal Tracks • Choreographic Videos • Media Resources

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 **09/13/2022 to 09/13/2023**.
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. You agree that: [a] ticket prices for any performance of the show shall not exceed \$10.00 per ticket, and [b] no performances 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.
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. You will not make or sell merchandise bearing this logo, with the exception of tee shirts if purchased from Music Theatre International. You will inform the parents and students that they are also bound by this prohibition.
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™. 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 to some students as needed which may contain up to a maximum of three (3) songs per each 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 digital sequencing. You, on behalf of the undersigned school, assume full responsibility for informing all parents, students and attendees of the above prohibitions by means of both a program note and pre-show announcement.**

****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 NEWSIES 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: _____

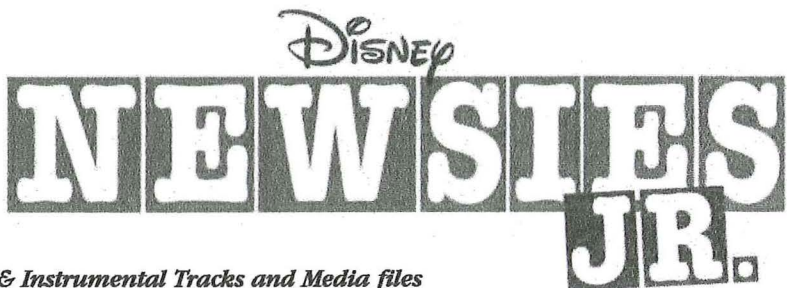
Print Name and Title: _____

Signature: _____

DRAMATIC PERFORMING RIGHTS LICENSING INFORMATION

For an all-inclusive royalty/materials fee of \$695.00
(plus shipping), you will receive a complete ShowKit
which includes:

- 30 Actor's Scripts
- Piano/Vocal Score
- Director's Guide



*Digital access to the Choreography Videos, Vocal & Instrumental Tracks and Media files
will be granted by MTI after your License has been processed.*

After placing your order with an authorized music dealer,
you will receive a Dramatic Performing
Rights License form from Hal Leonard. After returning the
completed license, your ShowKit (non-returnable) will be
shipped to you.

1 00326617 Newsies Jr. ShowKit \$695.00

For schools who need additional items, the following *Newsies Jr.* add-ons are available:*

- ___ 00326613 Piano/Vocal Score \$40.00
- ___ 00326612 Director's Guide \$100.00
- ___ 00326614 Actor's Script \$10.00
- ___ 00326615 Actor's Script 10-Pak \$75.00
- ___ 00326616 Audio Sampler \$10.00

* These items only available to schools/organizations who have licensed the production and purchased the complete ShowKit.

BILL TO

School/Organization _____
Name/Title _____
Address _____
City/State/Zip _____
Phone Number () _____
Purchase Order # _____
Authorized Signature _____

SHIP TO

School/Organization _____
Name/Title _____
Address _____
City/State/Zip _____
Phone Number () _____
Fax Number () _____



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To order, call or send this form to your
favorite choral music dealer.

If you have any questions, feel free to contact
us at broadwayjunior@halleonard.com.

Prices, contents and availability subject to
change without notice.