

Your MTI Rep: ROSEANNE GEORGE
 Your MTI Account Number: 0092919
 Contract Number: 9844629

Licensee:

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

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

Contract Issue Date: 09/08/23
 Contract Expiration Date: 10/20/23
 Valid For Performances From:
 Actual Performance Dates: 09/08/23 - 09/08/24
 MTI Access Code: MAR2522209

PRODUCTION CONTRACT for MARY POPPINS 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): \$ 83.94

ADDITIONAL MATERIALS TOTAL (from Additional Materials Order Form — please attach): \$ 649.00

TOTAL AMOUNT ENCLOSED (Payable in U.S. Funds): \$ 1482.94

PAYMENT

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

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

Card Number: _____ Expiration Date: _____

Name on card: _____

Signature: _____ Amount: _____

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

SHIPPING

Shipping Address: 7515 Shamrock dr

(No P.O. Boxes) _____

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

Note: The ShowKit™ materials will be shipped upon receipt of a signed copy of the Production Contract and the full applicable fees. Please allow approximately ten (10) days for processing.

ACCEPTANCE

ShowKits™ are non-transferable and non-refundable.

With this contract you are agreeing to produce MARY POPPINS JR

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

Print Your Name: Michelle Schmitt Title: Drama Coach /Director

Authorized Signature: _____ Date: 9/12/23

Email: Michelle.schmitt@boone.kyschools.us Day Phone: (859) 992-7412

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
ADDITIONAL MATERIALS				
ACTOR'S BOOK	20	x	\$ 10.00=	\$ 200.00
DIRECTOR'S GUIDE	1	x	\$ 100.00=	\$ 100.00
PIANO VOCAL SCORE		x	\$ 40.00=	\$
THEATRICAL RESOURCES				
ACTOR'S BOOK TENPACK		x	\$ 75.00=	\$
CUSTOMIZABLE SHOW POSTERS AND ARTWORK	1	x	\$ 175.00=	\$
HOW DOES THE SHOW GO ON?		x	\$ 21.00=	\$
LOGO PACK DIGITAL	1	x	\$ 75.00=	\$ 75.00
PARROT UMBRELLA (ADULT)		x	\$ 35.00=	\$
PARROT UMBRELLA (YOUTH)		x	\$ 30.00=	\$
PRODUCTIONPRO-DIGITAL SCRIPT/SCORE	1	x	\$ 199.00=	\$ 199.00
SCENIC PROJECTIONS		x	\$ 450.00=	\$
SCENIC PROJECTIONS PRO		x	\$ 1,795.00=	\$
STAGE WRITE APPLICATION		x	\$ 150.00=	\$
VIDEO LICENSE	1	x	\$ 75.00=	\$ 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=	\$
STREAMING LICENSE US & CANADA ONLY ***				

Add total for all items here.

ADDITIONAL MATERIALS TOTAL

\$ 649.00

ADDITIONAL MATERIALS SHIPPING

\$ 23.00

(do not apply shipping charge for digital items such as Logo Packs):

Add'l Materials Total	Standard	Rush	Add'l Materials Total	Standard	Rush
\$1 - \$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	go to mtishows.com/ship	

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

SALES TAX (where applicable):

\$ 40.32

ADDITIONAL MATERIALS GRAND TOTAL (add this total to Contract Confirmation Page)

\$ 712.32

You **MUST** return this form along with your contract to receive materials. All sales are final. No refunds or exchanges.

*** For shows offering Customized Poster, the purchase of a 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. ***

MARY POPPINS JUNIOR CONTRACT RIDER

ORIGINAL DESIGNS, DIRECTION AND CHOREOGRAPHY. With the exception of the Broadway choreography for the song "Supercalifragilisticexpialidocious," for which the right to perform is included with this license, you are prohibited from copying or otherwise using any of the designs, direction, choreography, artwork or other intellectual property from the Broadway or London productions of the Play or the Film, although there may be a general resemblance to such elements, such as: (i) the period costumes, including those worn by Mary Poppins and the Banks family, and the special period props, such as Mary Poppins' carpetbag and the chimney sweeps' brooms; (ii) the Technicolor transition in the Jolly Holiday scene (but not a reproduction of any animated characters and backgrounds from the Film nor a reproduction of the stage production designs; (iii) the story-book sketch style of the backdrops; and (iv) the Mary Poppins character flying effects. Without limiting the foregoing, with the exception of the Broadway choreography for the song "Supercalifragilisticexpialidocious," you may not copy any of the choreography of the London or Broadway productions of the Play, in whole or in part, unless you enter into a separate license agreement.

CO-PRODUCTION. You may share production costs and/or physical production elements (but not casts) of your production of the Play with other licensees, including renting your physical production to other licensees, subject to MTI's approval, but your production shall only refer to your organization as the producer of the Play.

REPRESENTATIONS AND WARRANTIES. You hereby represent and warrant as follows: that (i) You shall comply with all applicable laws, including, without limitation all applicable 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 your entering into or performing this Agreement, and you have not made nor shall you hereafter make any agreement with any third party which could interfere with the full performance of your obligations hereunder.

INDEMNIFICATION. You hereby agree to indemnify and hold MTI, Disney, Cameron Mackintosh Limited ("CML") (and their affiliates and each of MTI, Disney and CML 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 you 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.

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 and firearms. 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 nor the name "Cameron Mackintosh" (either alone or in conjunction with or as part of any other word or name) or any fanciful characters, designs, logos or trademarks of CML or any of its related, affiliated or subsidiary companies:

1. in any of your advertising, publicity or promotions other than as part of the title of the Play and credits below the title, all as provided in paragraph 1 of this Rider and to factually describe Disney's role in your production, namely, that Disney and CML are licensors only of its stage play and not Disney/CML owned production elements, and is not a producer of your show, and that Disney and CML produced the Play on Broadway and elsewhere;
2. to express or imply any endorsement by Disney or CML of your production of the Play or any other of your activities; or
3. in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).

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. A copy of MTI's Performance License can be found online at www.MTIShows.com/PerfLicense.

PRINT YOUR NAME Michelle Schmitt TITLE Drama Coach
AUTHORIZED SIGNATURE _____ DATE 09/12/23
DAYTIME TELEPHONE 859-992-7412 EMAIL Michelle.schmitt@boone.kyschools.us

YOU MUST COMPLETE AND RETURN THIS PAGE

VIDEO LICENSE

LIMITED HOME USE VIDEO RECORDING PERMISSION

WHEN SIGNED IN THE SPACES INDICATED BELOW, AND UPON RECEIPT BY MTI OF LICENSEE'S PAYMENT OF SEVENTY-FIVE DOLLARS (\$75.00), THE FOLLOWING TERMS SHALL CONSTITUTE AN AGREEMENT BETWEEN BALLYSHANNON MIDDLE SCHOOL (THE "LICENSEE") AND MUSIC THEATRE INTERNATIONAL ("MTI"), GRANTING LICENSEE LIMITED PERMISSION TO MAKE ONE VIDEO RECORDING OF LICENSEE'S PRODUCTION OF THE PLAY ENTITLED MARY POPPINS 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 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 for each cast in different performances 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 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. 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.

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.

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

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein.

PRINT YOUR NAME Michelle Schmitt

TITLE Drama Coach

AUTHORIZED SIGNATURE _____

DATE 09/12/23

EMAIL mlchelle.schmitt@boone.kyschools.us

DAY PHONE 859-992-7412

VL-DISJK

LIMITED STREAMING LICENSE

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0092919
Contract #: 9844629 Printed on: 09/08/23

DISNEY LIMITED STREAMING LICENSE

Defined Terms Used in this License:

MTI Access Code: MAR2522209

Licensee: BALLYSHANNON MIDDLE SCHOOL

Streaming License Fee: \$ 0

Play: MARY POPPINS 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 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.

The following shall constitute a rider to the associated Production Contract and is deemed incorporated by reference into such contract.

Licensee has requested the right to record its AMATEUR production of the Play to make it available for viewing remotely on a secure 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 Production Contract for the Play, this Streaming License grants Licensee permission to (i) capture its live stage production of the Play, and make such capture available to remote audience members who have purchased tickets to view the stream ("Stream Viewers") on a private, secure (password-protected) streaming platform ("Secure Streaming Platform") or (ii) to perform the Play remotely (as described in Paragraph 2(b) below). 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 the Secure Streaming Platform, 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, Zoom or other social media if not protected by a password). Prior to making the Video Performance available to Stream Viewers, Licensee shall notify MTI in writing of the complete details of its distribution plan, including dates, platform on which the Video Performance will be available, etc.
2. **Streaming and Performance 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 live stage production solely to Stream Viewers via the Secure Streaming Platform. Livestreams may be shown only live, although the Secure Streaming Platform may 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 the Secure Streaming Platform.
 - (b) **Remote Performance:** Licensee may use video conferencing technology (e.g., Zoom) or other video recording methods to create a "Remote Performance" of the Play and may stream such Remote Performance on a Secure Streaming Platform, subject to the following. A "Remote Performance" is a production of the Play in which cast members perform individually from remote locations (e.g., at home) rather than live onstage. The Remote Performance may be presented live on a video-conferencing platform (with or without prerecorded segments) or the individual performances may be recorded separately and edited together to create a single Video Performance for streaming. Licensee may utilize any video recording method, including video conferencing technology (e.g., Zoom),

DISNEY LIMITED STREAMING LICENSE *continued*

for auditions and rehearsals and to capture its Remote Performance. Regardless of the method of creating a Remote Performance, no changes or additions in the book, lyrics or music of the Play may be made in the editing process. Licensee acknowledges that although Zoom and other video conferencing technology may be used in the performance, capture and editing of the Remote Performance, the final edited Remote Performance may only be distributed on the Secure Streaming Platform. It is permissible to stream a Zoom performance through the Secure Streaming Platform but the Zoom performance cannot be distributed directly to an audience through Zoom). Remote Performances under this paragraph may be viewed solely by Stream Viewers who have purchased tickets to view on the Secure Streaming Platform on the performance dates set forth in Licensee's Production Contract.

3. **Secure Streaming Platform:** The platform on which Licensee streams the Video Performance must be password-protected and must not permit downloading, copying or other duplication or redistribution of the Video Performance. If the platform itself has the capability to allow downloading or duplication, Licensee must ensure that the settings for this Video Performance are such that downloading is not permitted. Licensee must provide a password to MTI to enable MTI and the authors and rightsholders of the Play to view 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. Unless MTI agrees in writing to a longer term, Licensee may make the Video Performance available only throughout the term of the Performance License (the "Term"). Following the expiration of the Term, Licensee must take down and disable access to the Video Performance (and notify MTI in writing that it has done so) within 48 hours of the last scheduled performance.

B. GENERAL TERMS AND CONDITIONS

5. **Royalties and Fees:** Licensee acknowledges that in addition to any royalties or other fees payable pursuant to the Production Contract for the right to produce and present the Play, Licensee will pay the fees listed at the top of this License, if any. If no fees or royalties are listed above, then this License is included in your Production Contract at no additional charge. If a Streaming Royalty is listed above, it will be the greater of (a) the gross proceeds from all streaming tickets sold multiplied by the streaming royalty percentage set forth above and (b) the Per Performance Minimum Royalty set forth above. For example, if you are not charging for streaming tickets, you must still pay the Per Performance Minimum Royalty for each streaming performance. Licensee must account for all sales of tickets, whether to live performances or the Video Performance, in accordance with the terms of the Performance License.
6. **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.
7. **Non-Commercial Venture.** Licensee acknowledges that the Video Performance may be created by Licensee solely for streaming on a Secure Streaming Platform 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).
8. **Billing.** Licensee shall post the full billing credits for the Play onscreen, and shall follow all requirements as to order, size and wording of credits, as provided in the associated Production Contract). Licensee 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

9. **Restriction on Distribution.** In no event may any 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 or social media except as expressly authorized in this Streaming License.
10. **Copyright Infringement.** Licensee understands that its failure to follow the above requirements, even if inadvertent, could subject Licensee to liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI and/or the rightsholder(s) may obtain against Licensee, whether at law or at equity, for its

DISNEY LIMITED STREAMING LICENSE *continued*

breach of this Agreement, Licensee shall, at a minimum, reimburse MTI and/or the rightsholder(s) for its out-of-pocket legal fees and shall pay to MTI and/or the rightsholder(s) damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play or statutory damages in lieu thereof.

- 11. Third-Party Permissions.** Permission granted herein to make a Video Performance available to Stream Viewers is limited to rights in the Play only. MTI cannot grant permission for others whose permission may be required such as, but not limited to, performers, production personnel, directors, choreographers, and designers as well as the theatre or venue owner. Licensee shall obtain all necessary releases and permissions from such personnel (including parents or legal guardians of minor children) and any applicable unions (e.g., Actors Equity, American Federation of Musicians, etc.). Licensee shall indemnify, defend (with counsel chosen by the applicable party being indemnified) and hold harmless MTI and the authors and other rightsholders of the Play from and against all charges, damages, costs, expenses (including reasonable outside attorney's fees), judgments, settlements, penalties, liabilities or losses of any kind or nature whatsoever suffered or incurred by MTI, the authors and other rightsholders of the Play, and their respective parents, affiliates, subsidiaries, directors, officers, agents, employees, licensees, successors, and assigns arising out of any actual or threatened third-party action which relates in any way to the Video Performance or Licensee's live stage production of the Play.
- 12. Compliance with Laws.** Licensee represents and agrees that it shall be aware of and comply with any and all applicable federal, state and local laws applicable to its production, including laws, regulations and ordinances pertaining to social gathering restrictions as well as any other rules or guidance regarding the COVID-19 outbreak which may impact any aspect of Licensee's production of the Play, including but not limited to Licensee's rehearsals, performances and audience attendance. By permitting Licensee to stream its production, MTI makes no representation or assessment of the legality or prudence of the Licensee's decision to proceed with its production, nor shall MTI or the rightsholders be held liable for any claims arising out of Licensee's decision to proceed with its production. Licensee shall indemnify and hold MTI and the rightsholders harmless from any claims, costs, and damages arising out of Licensee's production.
- 13. Limited Audiovisual Rights.** Other than to the limited extent provided for in the foregoing, no film rights, television rights or merchandising rights are made available to Licensee as part of this Streaming License. Licensee acknowledges that the rights granted are limited to capturing a live-stage performance and Licensee is not permitted to adapt the Play for video conferencing (e.g., Zoom) unless Paragraph 2 of this Streaming License includes remote performance rights.
- 14. Disney Image and Reputation.** Licensee acknowledges that the terms of the Additional Guidelines and Provisions incorporated by reference in the Licensee's Production Contract, including the provisions relating to the use of Disney intellectual property and its public image and reputation, apply to any content added by Licensee to the Video Performance (e.g., opening or closing credits, frames, intermission content, etc.). Licensee shall include the following copyright notice at the end of the video:
- © Walt Disney Productions.
- 15. Limitation of Liability.** To the fullest extent provided by law, except as provided in the next sentence, in no event will MTI or the rightsholders of the Play be liable to Licensee on any legal theory (including, without limitation, negligence) or for its errors or omissions, or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this Limited Streaming License, even if MTI has been advised of the possibility of such losses, costs, expenses, or damages. MTI's and the rightsholders' total liability is limited to the total compensation paid to MTI under this Limited Streaming License.
- 16. Miscellaneous.** All other provisions, terms and conditions of the Production Contract shall continue in full force and effect. This Streaming License shall be governed by the laws of the State of New York.

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 Michelle Schmitt TITLE Drama/Club
AUTHORIZED SIGNATURE _____ DATE 9-12-23
EMAIL Michelle.Schmitt@boone.k12schools.us DAY PHONE (359) 992-7412
Performances from Date Feb 16-18 to Date 18 2024

MF-LZ