



MUSIC THEATRE INTERNATIONAL

INVOICE

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(0069549) THORNWILDE ELEMENTARY SCHOOL -- DISNEY'S FINDING NEMO JR.

Production of DISNEY'S FINDING NEMO JR.

SPECIAL CONDITIONS:

When

License for Performances from 9/11/2023 - 9/11/2024
 First Performance Date
 Last Performance Date
 Number of Performances

Where

Theatre Name AUDITORIUM
 Theatre Address 1760 ELMBURN LANE
 HEBRON, KY 41048
 Country US
 Theatre Phone 859-283-1003
 Theatre Fax
 Theatre Website

Audience

Seating Capacity 500
 Expected or Average Seating Usage 500

Tickets

Price1	\$5	% of total	100%
Price2	--	% of total	--

Price3	--	% of total	--
Price4	--	% of total	--
Price5	--	% of total	--

\$5 AVG**100% TOTAL**

Order Summary

Production Materials

ShowKit

Royalty Fee	\$139.00
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Material Fee	\$556.00
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1	GUIDE VOCAL AND PERF TRACKS DIGITAL
1	DOWNLOADABLE RESOURCES AND MEDIA
1	PIANO VOCAL SCORE
1	DIRECTOR'S GUIDE
30	ACTOR'S BOOK
1	CHOREOGRAPHY VIDEOS DIGITAL

Additional Material

Theatrical Resources

1	ACTOR'S BOOK TENPACK	\$75.00
1	LOGO PACK DIGITAL	\$75.00
1	VIDEO LICENSE	\$75.00

Sales Tax	\$0.00
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Materials and Resources Sub Total	\$920.00
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S&H Summary

Production Materials	Standard	\$45.00
Additional Production Materials		\$0.00
Theatrical Resources	Standard	\$23.00

MATERIALS AND RESOURCES SUB TOTAL	\$68.00
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Total

MATERIALS AND RESOURCES SUB TOTAL	\$920.00
SHIPPING & HANDLING SUB TOTAL	\$68.00

GRAND TOTAL**\$988.00**

Information

Name	Phone
Address	Fax
Country	Email

Shipping Address

Organization	THORNWILDE ELEMENTARY SCHOOL
Contact	LEE ZERHUSEN
	1760 ELMBURN LN
Shipping Address	HEBRON, BOONE
	KY 41048-6711
Phone	859-586-3900

Billing Address

Organization	THORNWILDE ELEMENTARY SCHOOL
Contact	ACCOUNTS PAYABLE
	1760 ELMBURN LN
Billing Address	HEBRON, BOONE
	KY 41048-6711
Phone	859-586-3900

Payment

Payment Method	PO Only
Invoice Total	\$988.00

Terms and Conditions

DRAMATIC PERFORMING RIGHTS LICENSE

1. Your authorized ShowKit® will consist of the following:

1	GUIDE VOCAL AND PERF TRACKS
	DIGITAL
1	DOWNLOADABLE RESOURCES AND
	MEDIA
1	PIANO VOCAL SCORE
1	DIRECTOR'S GUIDE
30	ACTOR'S BOOK
1	CHOREOGRAPHY VIDEOS 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 one (1) cast 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 the license dates of this production.

4. All advertising, such as posters and program covers, must include the show logo as provided in the ShowKit. 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 must perform this Play exactly as it has been provided to you in the materials, and you may not add or delete any music or lyrics (including adding

songs or dialogue from the full version of the Play or any film version of the Play), alter any music or lyrics, change the sequence of songs or scenes, or make changes of any kind in the text of the Play, including deletions and changes to the period, characters and characterizations.

You will not reproduce, post or electronically transmit on the Internet or social media, rent or sell any of the materials.

Recording: This license does not grant you the right to (i) record and/or distribute an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, tape, film, CD, DVD or digital versions; or (ii) televise, broadcast, stream, make available for download or otherwise post on the Internet or through any mobile device the Play or any portion of it. 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. If you have purchased a Streaming or Video License (where available) for your production of the Play, you may permit limited recording in accordance with the terms of the Streaming or Video License.

Restrictions on Use of Replica Elements: This Production Contract allows the public performance of the Play as represented in the ShowKit materials provided by MTI. The rights granted by MTI do not include the right to utilize any of the choreography, staging, direction, designs (including set, costume, video or projections), or other intellectual property from any prior productions of the Play or from any film version of the Play. The rights to all of those elements, in whole or in part, are owned by third parties and are not granted as part of this Performance License. Licensee may use production elements such as choreography, direction, designs and/or logos when (i) any such elements are specifically provided as part of the ShowKit materials, and thereby authorized for use by MTI, or (ii) where available, the Licensee purchases an MTI Production Resource thereby granting a license to use said element.

8. The use of makeup to alter a performer's race or ethnicity (e.g., blackface, etc.) is strictly prohibited under this license. Certain titles may have additional casting requirements set forth in a separate contract rider.

Specific Licensing Guidelines and Provisions

1. **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.

2. **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:

2.1 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.

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

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

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.

Customer Billing

(0069549) THORNWILDE ELEMENTARY SCHOOL -- DISNEY'S FINDING NEMO JR.

Please read and print the following Show Billing Information

Show Billing:

Licensee shall incorporate the following credits and comply with all size and other restrictions on the title page of all playbills and programs, and in all house boards, displays and in all other advertising, press releases and any other promotional material, except as otherwise provided below, as follows:

The (Licensee)
50%

Production of
Disney and Pixar's
33%

Finding Nemo JR.
100%

Book, Music and Lyrics by
Kristen Anderson-Lopez and Robert Lopez
50%

Book Adapted by
Lindsay Anderson
50%

Music and Orchestrations Adapted and
Arranged by
Myrna Conn
50%

Based on the 2003 Disney / Pixar film Finding Nemo written by
Andrew Stanton, Bob Peterson, David Reynolds and directed by
Andrew Stanton

25%

The billing to the Licensee must be in the form specified above, including the words "Production of" below Licensee's billing, which shall be visually contiguous with the title, so that the audience is informed that the Licensee is the producer of the production. The size of the credit to the Licensee shall be no less than 50% of the size of the logo or artwork title, as measured by the proportion of the font point size to the height of the largest letter in the logo.

The name "Disney and Pixar" shall be in plain type font (unless a License Logo is purchased), shall be no more than 33% of the title, as measured by the proportion of the size of the "D" in "Disney's" to the size of the largest letters in the title, and in no event may you duplicate the logo and title from the Disney/Pixar film "Finding Nemo" (the "Film").

The size of the credit to the authors (Music, Lyrics, and Book) shall be no less than 50% of the size of the logo or artwork title, as measured by the proportion of the font point size to the height of the largest letter in the logo.

The size of the credit, "Based on the 2003 Disney/Pixar film..." shall be no less than 25% of the size of the logo or artwork title, as measured by the proportion of the font point size to the height of the largest letter in the logo.

Further examples of proper billing can be found in Sample Poster and Program found in Section G of the Director's Guide.

MTI Credit

(0069549) THORNWILDE ELEMENTARY SCHOOL -- DISNEY'S FINDING NEMO JR.

Please read and print the appropriate way to credit MTI

Program/Poster/Advertising Credits for MTI:

MTI Billing

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

DISNEY'S FINDING NEMO JR.

is presented through special arrangement with
and all authorized performance materials are supplied by
Music Theatre International
423 West 55th Street, New York, NY 10019
Phone: (212) 541-4684 Fax: (212) 397-4684
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:

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