



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

Issue Paper

DATE:

11/14/23

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract with Scott High School and Music Theatre International to perform the production of Little Shop of Horrors in April of 2024. The show will be produced by the Scott Drama Department and held at Dixie High School due to construction at Scott.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Scott Drama Department produces and performs a variety of shows a few times a year and would like to perform Little Shop of Horrors in April of 2024.

FISCAL/BUDGETARY IMPACT:

All expenses for the show will be paid from the Scott Drama Department. The production cost will be approximately \$3000.00 . Proceeds from ticket sales will benefit the Scott Drama Department.

RECOMMENDATION:

Approval to sign the contract with Scott High School and Music Theatre International to perform the production of Little Shop of Horrors in April of 2024. The show will be produced by the Scott Drama Department and held at Dixie High School due to construction at Scott.

CONTACT PERSON:

Sydney Long, Sponsor and Dr. David Rust, Principal


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.

CONTRACT CHECKLIST

Read through your contract, then **COMPLETE, SIGN, and RETURN** the following:

- ▶ **CONTRACT CONFIRMATION Page**
 - **Fill in the following:**
 - Number of Performances (*first blank line on Contract Confirmation*)
 - Royalty per Performance (*second blank line on Contract Confirmation*)
 - Additional Rental costs (*if any*)
 - Grand Total of Additional Materials (*from Additional Materials page, if ordering*)
 - **Include Payment:**
 - Check or Money Order (no personal checks)
 - OR Credit Card information with signature
 - OR Purchase Order (only for schools and government agencies)
- ▶ **ADDITIONAL MATERIALS Page**— if ordering (*optional*)
- ▶ **ADDITIONAL ORCHESTRATION Page**— if ordering (*optional*)
- ▶ **VIDEO LICENSE, if available, and \$75 fee** — if ordering (*optional*)
- ▶ **Any other Contract Riders that require signature**

ADDITIONAL NOTES

TO POSTPONE OR CANCEL A SHOW:

- Log into your MyMTI account at <https://account.mtishows.com>
- Click on *Change Booking*
 - To Postpone: Select your new dates and click *Submit*
You will receive an email confirmation including a summary of your requested changes
 - To Cancel: Select *I'd Like to Cancel My Booking* and click *Submit*
Once your request is processed, you will receive an email confirmation and you'll be able to access your invoice through your MyMTI account by clicking *Booking Details*, and then select *My Invoice*

MULTIPLE ORCHESTRATIONS: For shows with multiple Orchestrations, you may order additional parts only for the Orchestration you selected on the Contract Confirmation page.

FINAL SALES TAX AND SHIPPING FEES: Final Sales Tax and Shipping Fees can only be determined after Contract and security deposit have been processed.

HOW TO RETURN YOUR CONTRACT:

- By Email: Scan and email your signed Contract, with payment information, to your licensing representative
- By Mail: Sign and mail your Contract, with payment information, to:
Music Theatre International
423 West 55th Street
New York, NY 10019

Please read through the entire Contract to ensure proper compliance with the terms of your agreement with MTI.

***The Licensing FAQ/Guidelines and Contract Checklist are provided for information only
and are not part of the MTI Production Contract***

MTI PRODUCTION CONTRACT

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 6785070
Contract #: 9859884 Printed on: 11/13/23

Licensee:

SCOTT HIGH SCHOOL
C/O: SYDNEY LONG
5400 OLD TAYLOR MILL ROAD
TAYLOR MILL, KY 41015

TELE#: 859-803-9643 FAX:
E-MAIL: sydney.long@kenton.kyschools.us

Contract Issue Date: 11/13/23
Contract Expiration Date: 12/25/23
Valid For Performances From: 04/19/24 - 04/20/24
MTI Access Code: LIT2664100

THIS IS A LICENSE FOR AN AMATEUR PRODUCTION OF:
LITTLE SHOP OF HORRORS

SPECIAL CONDITIONS

ROYALTY

ROYALTY A) \$365.00 For Each Regular, Benefit or Other Performance

Provisions: Regular Performance
Seating Limited to 275 per Performance
Tickets @ 7.00 10.00

SECURITY FEE

\$400.00 to be refunded following the safe, timely return of the rented material to us, less handling/shipping/
missing materials/brokerage fees, late charges and/or any outstanding account obligations.

RENTAL FEE

\$695.00 for a standard set of materials or any part thereof
Provisions:

See attached ADDITIONAL MATERIALS page for a complete list of all materials included in the Standard Rental Set.

The Standard Rental Set (see attached) is the ONLY acting edition authorized by the Authors and MUST be rented from us as a condition of this offering.

If the rental materials are needed in advance of the standard two-month rental period, they may be rented for \$400.00 extra each month or part thereof, pending availability.

CONTRACT CONFIRMATION

COMPLETE AND RETURN TO MTI

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 6785070
Contract #: 9859884 Printed on: 11/13/23

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: SCOTT HIGH SCHOOL
Name of Show: LITTLE SHOP OF HORRORS
Name and address of performance space/venue: AUDITORIUM/DIXIE HIGH SCHOOL
3010 DIXIE HWY, EDGEWOOD, KY 41017

Date(s) of performance(s): 04/19/2024 - 04/20/2024

Offer Expires: 12/25/2023

Please list number of performances
for each calendar month: _____

SHIP WITH: ☐ Standard Orchestration ☐ Alternate Orchestration ☐ Partial ☐ No Orchestration
(check one) (If "Partial," you MUST mark the required parts on the ORCHESTRATION DETAILS sheet, and return a copy with your signed contract.)

ROYALTY: Royalty A for _____ performance(s) @ \$ 365.00 per performance, a total of \$ 730.00

RENTAL: \$695.00 for a standard set of materials or any part thereof \$ 695.00

ADDITIONAL RENTAL (Outside of the standard two (2) month period): \$100 per week X _____ weeks \$ _____

SECURITY FEE: Your security fee MUST be paid in full by check, credit card or money order (No Purchase Orders accepted) in order to process your license. Failure to do so may result in a delay in the processing of your license. \$ 400.00

ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page): \$ _____

SALES TAX (where applicable): \$ _____

TOTAL: \$ _____

TOTAL AMOUNT ENCLOSED: \$ _____

BALANCE REMAINING: \$ _____

SHIPPING

You will be billed for all shipping charges.
Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: (check one) ☐ OVERNIGHT ☐ 3-DAY ☐ GROUND (up to 7 days)
If no shipping method is selected, shipment will be by FedEx Ground Service

Shipping Address: _____

(NO P.O. BOXES)

City: _____ State: _____ Zip/Postal Code: _____

PAYMENT

ALL PAYMENTS MUST BE MADE IN U.S. FUNDS

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

☐ CREDIT CARD: ☐ VISA ☐ MASTERCARD ☐ AMERICAN EXPRESS

Card Number: _____ Exp. Date: _____

Name on Card: _____ Billing Postal Code: _____

Signature: _____ Amount: _____

*PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK

☐ PURCHASE ORDER: For schools and government agencies ONLY, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. YOU MUST STILL return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

ACCEPTANCE

By signing below, you agree that (i) you have read and understand the terms and conditions of this Production Contract, the accompanying Performance License and all attached riders, which are incorporated by reference into the Performance License and (ii) Licensee shall abide by the terms and conditions contained therein.

PRINT YOUR NAME _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

EMAIL _____ DAY PHONE _____

CONFIRM_0_13r

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

STANDARD RENTAL SET

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 6785070
Contract #: 9859884 Printed on: 11/13/23

The rental fee includes the materials below and, when applicable, a full OR partial set of the standard OR alternate orchestration. The rental fee will not change if no orchestrations are ordered.

YOUR STANDARD RENTAL SET WILL INCLUDE:

- 1 ERRATA LIST
- 1 HOW TO AUDREY II
- 12 LIBRETTO/VOCAL BOOK
- 2 PIANO CONDUCTOR'S SCORE
- 1 STUDY GUIDE

ORCHESTRATION

STANDARD ORCHESTRATION

Your MTI Rep: ROSEANNE GEORGE
 Your MTI Account Number: 6785070
 Contract #: 9859884 Printed on: 11/13/23

Below is a detailed list of all orchestra parts available for this title, along with doublings and other instrumentation notes. If you wish to order additional parts, mark the number of additional parts for each instrument, and return this page with your Contract Confirmation page and include the total number of additional parts on the Additional Materials form.

STANDARD ORCHESTRATION

BOOKS INCLUDED	ADDITIONAL REQUESTED	INSTRUMENT	DOUBLINGS
1	_____	BASS	
1	_____	PERCUSSION	BELLS, BONGO, CASTANETS, KIT, MARK TREE
1	_____	GUITAR	ACOUSTIC GUITAR, ELECTRIC GUITAR
1	_____	KEYBOARDS	

ADDITIONAL MATERIALS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 6785070
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ADDITIONAL STANDARD SET 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 this Total to the Grand Total on the following page to the Confirmation Page of this Product on Contract.

ITEM	QUANTITY	COST EACH	TOTAL
ADDITIONAL MATERIALS			
ERRATA LIST	_____		
HOW TO AUDREY II ***	_____		
LIBRETTO/VOCAL BOOK (Replacement Fee \$25.00)	_____ x	\$ 6.25	= \$ _____
PIANO CONDUCTOR'S SCORE (Replacement Fee \$120.00)	_____ x	\$ 30.00	= \$ _____
STUDY GUIDE	_____ x	\$ 5.95	= \$ _____
ADDITIONAL ORCHESTRA PARTS (Replacement Fee \$60.00)	_____ x	\$ 15.00	= \$ _____
(Attach ORCHESTRATION sheet with additional parts required marked - list total quantity of parts above)			

STANDARD SET MATERIALS TOTAL (add this total to Grand Total on next page)
You MUST return this form along with your contract to receive materials.

\$ _____

***See Vendor Pricing following the next page for pricing information

ADDITIONAL MATERIALS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 6785070
Contract #: 9859884 Printed on: 11/13/23

THEATRICAL RESOURCE MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.
To order: Indicate the quantity of each item you would like and add the Grand Total of your entire
Additional Materials order to the Confirmation Page of this Production Contract

ITEM	QUANTITY	COST EACH	TOTAL
THEATRICAL RESOURCES			
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	= \$ _____
REFERENCE RECORDING	_____ x	\$ 20.00	= \$ _____
PERFORMANCE ACCOMPANIMENT RECORDING (REHEARSAL ONLY)	_____ x	\$ 350.00	= \$ _____
REHEARSCORE APP	_____ x	\$ 350.00	= \$ _____
STAGE MANAGER SCRIPT (Replacement Fee \$100.00)	_____ x	\$ 25.00	= \$ _____
STAGE WRITE APPLICATION	_____ x	\$ 150.00	= \$ _____
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	= \$ _____
AUDREY TWO PUPPET KIT	_____		
KEYBOARDTEK ***			
ORCHEXTRA ***			
PERFORMANCE ACCOMPANIMENT RECORDING *** (PERFORMANCE & REHEARSAL)			

Standard Set Additional Materials Total (from previous page) \$ _____

Theatrical Resource Additional Materials Total \$ _____

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

You MUST return this form along with your contract to receive materials.

***See next page for pricing information

➤ 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.

ADMA-TM-1

RETURN THIS PAGE IF ORDERING ADDITIONAL MATERIALS

MUSIC THEATRE INTERNATIONAL • 423 West 55th Street, New York, NY 10019 • (212) 541-4684 • Fax (212) 397-4684 • www.mticshow.com

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Add total for all items here.

ADDITIONAL MATERIALS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 6785070
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A NOTE ABOUT ADDITIONAL MATERIALS

The following guide will help you determine the price of available Additional Materials for your show.

Note: Not all Additional Materials are available for every show title.

To check for availability of any Additional Materials in the show you are licensing, please see the show-specific list of Additional Materials on the previous page.

Performance Accompaniment Recordings \$350
(Rehearsal only)

Performance Accompaniment Recordings
(Rehearsal and Performance)

0 – 500 seats	up to 10 performances	\$750
	11 or more performances (cost per performance over 10)	\$100
501+ seats	up to 10 performances	\$999
	11 or more performances (cost per performance over 10)	\$100

Transpositions-on-Demand (per song title) \$150
(complete set of orchestra parts, and piano/conductor or piano/vocal score)

KeyboardTEK (Keyboard patches & programming)
for pricing and to place an order, visit www.KeyboardTEK.com

OrchExtra® for pricing, visit www.rms.biz

— THIS PAGE IS FOR PRICING REFERENCE ONLY —

To order available Additional Materials,
enter the price on the previous ADDITIONAL MATERIALS page

BILLING CREDITS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 6785070
Contract #: 9859884 Printed on: 11/13/23

SHOW BILLING CREDITS

For proper usage, refer to **Section I, Paragraphs 4 (A & B)** of the Performance License.

	Size	Type:
LITTLE SHOP OF HORRORS		100%
Book and Lyrics by Howard Ashman		
Music by Alan Menken		50%
Based on the film by Roger Corman, Screenplay by Charles Griffith		25%
Originally produced by the WPA Theatre (Kyle Renick, Producing Director)		25%
Originally produced at the Orpheum Theatre, New York City by the WPA Theatre, David Geffen, Cameron Mackintosh and the Shubert Organization		25%

****The following acknowledgements shall appear in a separate box or area****
****on the production staff information page of all theatre programs:****

LITTLE SHOP OF HORRORS
was originally
Directed by Howard Ashman
with
Musical Staging by Edie Cowan
(See Rider for Complete Billing and Contract Information)

MTI BILLING

In accordance with the **Performance License**, all advertising materials (posters, programs, websites, etc.) **MUST** include the following credit:

LITTLE SHOP OF HORRORS

Is presented through special arrangement with Music Theatre International (MTI).
All authorized performance materials are also supplied by MTI.
www.mtishows.com

In addition, all press releases and press kits MUST indicate the production is licensed by Music Theatre International.

VIDEO RECORDING WARNING

This license does NOT grant the right** to make, use 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, through physical media (e.g., film, CD, DVD, tape) or any method of digital recording or distribution. 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:

**Any video and/or audio recording of this
production is strictly prohibited.**

**except with respect to certain titles, where a limited video license is available for \$75.00 and you have purchased that license.

PERFORMANCE LICENSE

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 6785070
Contract #: 9859884 Printed on: 11/13/23

This Performance License (the "License"), and any Contract Riders attached to the MTI Production Contract ("Production Contract"), are incorporated by reference into the Production Contract and contain important restrictions and requirements regarding Licensee's production. Throughout this License, Music Theatre International is referred to as "MTI", "we" or "us"; the organization to which the Production Contract is issued is referred to as "Licensee" or "you"; and the individual signing on behalf of the Licensee is referred to as the "Authorized Signatory."

Please read this Performance License carefully and keep this copy for your records.

Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that:

- a) you have read and understand the terms, conditions and provisions set forth below;
- b) you are authorized to sign the Production Contract on behalf of Licensee;
- c) you agree to the terms, conditions and provisions contained herein on behalf of Licensee; and
- d) you will inform the producer(s), director(s) and creative team of Licensee's production of the terms, conditions and provisions contained in this Production Contract.

I. COPYRIGHT PROVISIONS, PRODUCTION RULES AND BILLING

Any violation of these copyright provisions shall automatically and immediately terminate the Production Contract.

1. **Rights Granted and Restrictions on Use of Replica Elements:** This Production Contract allows the public performance of the Play as represented in the rental materials provided by MTI under the following terms and conditions. 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), logos, 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 standard rental 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.
2. **Changing the Play; Casting:** Under federal law and under the terms of this Production Contract, you may not make any changes to the Play or any additional materials purchased or rented from MTI (the "MTI Rental Materials"), including but not limited to the following:
 - a. You may not add music, dialogue, lyrics, non-verbal scenes or anything to the Play as embodied in the MTI Rental Materials, including any songs or dialogue from any film version of the Play or from any other production of the Play.
 - b. You may not delete, in whole or in part, any material in the Play as embodied in the MTI Rental Materials.
 - c. You may not make changes of any kind, including but not limited to changes of music, lyrics, dialogue, sequence of songs and/or scenes, time period, setting, characters or characterizations or gender of characters in the Play.
 - d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to MTI. MTI may, in its sole discretion, seek approval for such change from the authors or other rightsholders of the Play (the "Rightsholders"). If permission for any such change is granted, such changes shall become the property of the Rightsholders without any obligation to you or any third party making such changes, and MTI may require you to enter into a work for hire agreement or copyright assignment with such third party. If MTI does not respond to a request for any changes in writing, the change shall be deemed disapproved. No such change shall be implemented in your production unless and until MTI has notified you in writing that the change is approved.
 - e. The use of makeup to alter a performer's race or ethnicity (e.g., blackface, etc.) is strictly prohibited under this Performance License. Certain titles may have additional casting requirements set forth in a separate contract rider.
 - f. You may not make any physical or digital copies of the materials provided or physically alter, amend, or change them, or digitally distribute them, without MTI's prior written permission. If such permission is granted, you agree to collect and destroy all such copies upon the completion of your production.
 - g. MTI and the Rightsholders shall not be obligated at any time to offer royalty participation or make any payment to any person whom you may hire to direct, choreograph, stage, design, furnish musical services or otherwise actualize your production unless that person has entered into a written agreement directly with the Rightsholders or MTI.
 - h. The Authorized Signatory agrees to review these copyright provisions with the director and entire creative team of your production.

PERFORMANCE LICENSE

(CONTINUED)

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 6785070
Contract #: 9859884 Printed on: 11/13/23

3. **Advertising/Recording/Broadcast (Audio, Video, Digital, etc.):** Except for the customary right to advertise and publicize the Play by means of print, radio, television, online and social media, including TV commercials and B-Roll (in which no radio, television or digital commercial produced by Producer shall contain excerpts from the Play in excess of 30 seconds (90 seconds in the aggregate)), this Production Contract grants no rights to record, stream or distribute the Play or any portion of it by any means whatsoever (subject to the last sentence of this Paragraph). Specifically, except as set forth in the previous sentence, this Production Contract does not grant you any right to (i) make 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) to televise, broadcast, stream, make available for download or otherwise post online or in social media or through any mobile device the Play or any portion of it. You agree to inform all audience members 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.
4. **Billing Credits and Use of Logos in Advertising and Promotion:**
 - a. **Billing:** You must bill the Play, the authors and other creative personnel in all programs, houseboards, displays, websites, advertising and publicity (print or digital) exactly as set out in the Billing Credits section of this Production Contract. Your program must also include any other required language that appears in the Billing Credits (e.g., MTI credit, video recording warning language).
 - b. **Bios:** If your program or website includes bios of any member of your creative team, you must include both (i) author bios and (ii) Music Theatre International's bio in your program. Bios may be found on our website at www.mtishows.com/bios or may be obtained by request from MTI.
 - c. **Logos:** You may not use the copyrighted logo of the Play or any logo associated with any other production or film version of the Play, unless you purchase an MTI Logo Pack featuring that logo (where available) and you pay MTI the appropriate fee, if required.
 - d. **Use of Play Title in Domain Names and Social Media:** You may not use any domain name or social media or account/handle incorporating the name of the Play without the prior written permission of MTI. If permission is granted, you must agree to assign the domain name to the Rightsholders or their duly authorized representatives.
 - e. **Program Copies:** One (1) print copy of the program for your production should be sent to MTI's Business Office (in lieu of a print version, digital copies can be emailed to licensing@mtishows.com) not later than three (3) days following the opening performance.
5. **Merchandise:** You may not create merchandise based on the Play or using the Play's title, logo, characters, lyrics or text, whether for sale or distribution, without written permission from MTI acting on behalf of the Rightsholders or their duly authorized representatives. You may sell merchandise purchased from MTI (e.g., T-shirts), where available.

II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS

1. **License Effective Date; Payments:** MTI must receive, prior to the Offer Expiration Date on the first page of the Production Contract, (i) a signed copy of the Production Contract and (ii) your security fee and any other payments that are due on execution, in U.S. funds, or your application for a license to produce the Play on the performance dates listed in the Production Contract will expire. Furthermore, MTI reserves the right to revoke the license offer at any time in its sole discretion before it has received the signed Production Contract and required payments. You will receive a confirmation from MTI when all such necessary submissions have been received and accepted (please allow approximately ten (10) business days) and at such time your Production Contract will take effect and your production will be considered licensed ("Fully Licensed"). Until such time, you agree not to advertise, announce, audition, present or sell tickets for any performances of the Play. Your license to produce the Play is conditioned on MTI receiving payment in full of all royalties, rental fees and other materials costs under this Production Contract (including payment for any ancillary productions or services purchased subsequent to the date the Production Contract was issued). (Accredited schools and government agencies only may provide a purchase order in lieu of upfront payment pursuant to Paragraph II. below). Payment in full is required before MTI will ship materials to you. In any case, if payment in full has not been received by MTI prior to the first scheduled performance date, the rights granted to you in this Production Contract will terminate and your production will be deemed to be unlicensed. You agree to pay all royalties, rental and any other amounts due to MTI upon execution or within the time period specifically set forth in the Production Contract and any rider. If no time period is listed for any other charges, you agree to pay such amounts owing to MTI within forty-five (45) days from the end of your production or within thirty (30) days of receipt of an invoice from MTI, as applicable.

PERFORMANCE LICENSE

(CONTINUED)

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 6785070
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2. **Changes:** If you wish to change any of the conditions set forth in this Production Contract in any way (including change of dates, reducing or increasing the number of performance(s), ticket price adjustments or change of venue), you must submit such requested changes to MTI's Business Office in writing immediately, and MTI must approve all changes before they may take effect. Changes in dates may be disallowed because of licensing restrictions on the Play (e.g., due to tours). Changes in the number of performances, tickets prices and venue or seating capacity may alter the fees quoted in the Production Contract. If MTI does not receive notice of changes prior to your first scheduled performance date under your Production Contract, MTI reserves the right to retain all amounts received or due to MTI under the original Production Contract. In addition, if any such changes would increase the amount owing to MTI (e.g., increased ticket prices; adding performances or increasing seating capacity), MTI will charge your account for such additional amounts. MTI in its discretion may charge a change fee of \$25 each time changes (other than addition of performances or increased ticket prices) are made following the issuance of this Production Contract. If you wish to cancel your entire production, you must do so in accordance with Paragraph 11.4 below.
3. **Additional Performances:** If you request the right to add performances or sell additional seats per performance pursuant to Paragraph 2 above, you agree to make additional royalty and rental payments for all such additional performances. You agree not to announce, advertise, present or sell tickets for such additional performances or additional capacity without prior written permission from MTI and payment of the additional royalty and fees due.
4. **Cancellation of Production:** If you wish to cancel your entire production, you must notify MTI's Business Office in writing immediately, but in any case prior to the date of the first scheduled performance set forth in the Production Contract. You understand that, even if you do not present the Play, you may be obligated for the fees set forth in this License and the Production Contract. MTI reserves the right to charge a cancellation fee of fifty dollars (\$50.00) and is entitled to retain all other amounts paid or owing to MTI under this Production Contract. Cancellation of individual performances is covered in Paragraph 11.2 above. Refunds, if any, for a cancelled production will be issued in accordance with Paragraph 11.14 below. If MTI does not receive notice of cancellation of your production prior to the first scheduled performance date under your Performance License, MTI reserves the right to retain all amounts received or due to MTI under the original Production Contract as well as any other payments received for ancillary products and services after the Production Contract was issued.
5. **Complimentary Tickets:** You agree as a condition of this Production Contract to reserve two (2) complimentary tickets for each performance (if requested) for the use of MTI and the Rightsholders and MTI agrees not to sell such tickets.
6. **Purchase Orders:** For accredited schools and government agencies only, a signed, authorized Purchase Order is acceptable in lieu of upfront payment. You must still provide a check, credit card or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contract to cause materials to be shipped. Following the end of the production, you agree to promptly pay royalty and rental payments as well as any other amounts owing for ancillary products and services purchased after the original Production Contract was issued.
7. **Accounting:** You agree to keep and maintain full and regular books and records in which you shall record all items in connection with the production and presentation of the Play, including dates of performance, ticket prices and number of tickets sold. Such books and records shall be open at all reasonable business hours for inspection by MTI or its representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. You shall submit to MTI's Business Office, within five (5) days following demand by MTI, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. MTI's rights under this Paragraph shall continue for five (5) years following (i) the date of the last performance licensed under the Production Contract or (ii) the date on which MTI received final payment due hereunder, whichever is later.
8. **Default:** This License is conditioned upon your fulfillment of all obligations set forth in the License and in the accompanying Production Contract, including the prompt payment of all rental, royalty, security and other fees owing to MTI in U.S. funds when due. If any such payments are not made in full to MTI when due, the rights granted to you under this License will be deemed void ab initio (i.e., this License will be deemed invalid from the outset) and the production that is the subject of this License (and all performances thereof) will be deemed to constitute infringement and breach of contract under applicable law. Nevertheless, you will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If you default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse us for any expenses incurred by us in enforcing our rights under this Paragraph 8, including, but not limited to, attorneys' fees, telephone, fax, and postage charges and collection expenses. If you pay by check and it is returned insufficient funds or if you stop payment, MTI will charge a returned check fee (currently \$45).

PERFORMANCE LICENSE

(CONTINUED)

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 6785070
Contract #: 9859884 Printed on: 11/13/23

9. **Warranty:** MTI warrants that, on behalf of the Rightsholders of the Play, it is authorized to grant this License to you. MTI makes no other warranties.
10. **Reserved Rights:** All rights in and to the Play other than those specifically licensed to you under the terms of this Production Contract are reserved to MTI, with the unrestricted right of MTI to use, exploit or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License.
11. **Transfer of Rights:** Under no conditions can this License be assigned or transferred without written consent from MTI.
12. **Governing Law:** This License shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum.
13. **Indemnification of Licensor:** You agree to indemnify MTI and its affiliates and the Rightsholders of the Play from any claim arising out of your violation of any of the provisions of this Production Contract.
14. **Refunds:** Refunds will be issued in the following circumstances.
 - a. Following the conclusion of your production, if any refund is due to you (e.g., unused portion of security fee), you may elect to keep such amounts on your account to be used for future productions. If you do not elect to keep your refund amount on account, MTI will automatically process the refund within 6 to 8 weeks from the conclusion of your production. Your refund amount may be affected by charges such as shipping fees, missing materials charges, bank charges and other charges and fees specifically mentioned in this Production Contract.
 - b. If you have cancelled your entire production in a timely manner in accordance with Paragraph 11.4 above and are entitled to a refund, you may elect to keep the refund on your account to be used for future productions. If you do not elect to keep your refund on account, MTI will process your refund within 6 to 8 weeks from the date MTI receives written notice of the cancellation. Your refund amount may be affected by charges such as shipping fees, missing materials charges, bank charges and other charges and fees specifically mentioned in this Production Contract.

You acknowledge that during a Force Majeure Event (as defined in Paragraph 11.15 below), any refunds due to you may be delayed due to the volume of cancellations and refunds to be processed.

15. **Force Majeure:** Neither MTI nor the Licensee will be deemed in default of this License as a result of its delay or failure to perform its obligations (other than the Licensee's payment obligations) when such delay or failure arises out of causes beyond the reasonable control of MTI or the Licensee. Such causes may include, but are not restricted to, acts of God or the public enemy, war, insurrections, riots, civil disturbances, acts of terrorism, government restriction, fires, floods, strikes, unusually severe weather, epidemics, pandemics or other large-scale health events; but, in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the party (a "Force Majeure Event").

In the case of a Force Majeure Event that results in the cancellation or postponement of Licensee's production, Licensee must, as soon as reasonably practicable after the onset of a Force Majeure Event, (a) provide written notice to MTI of the nature and extent of such Force Majeure Event and (b) inform MTI whether it has cancelled or changed the production dates or intends to do so. Cancellation of Licensee's production shall be in accordance with Paragraph 11.4. Proposed changes (such as postponement) to Licensee's production shall be in accordance with Paragraph 11.2. If Licensee is unable to notify MTI in writing prior to the cancellation or proposed change, Licensee shall do so as soon as reasonably practicable but in any event within five (5) business days of the originally scheduled first performance date (or if the Force Majeure Event begins after performances have begun, within five (5) business days of the onset of the Force Majeure Event). If MTI does not receive written notice that Licensee has cancelled its production due to the Force Majeure Event within such time period, MTI will assume such production has taken place in accordance with the terms of the Production Contract and will have the right to retain all amounts previously paid or owing to MTI for such production (and no refunds will be issued).

Except in the case of cancellations and changes for which Licensee has notified MTI as provided above, nothing in this Paragraph shall affect or reduce Licensee's payment obligations under this Production Contract. Licensee shall remain liable for any cancellation fees, missing materials charges, shipping fees and other charges set forth in the Production Contract, including royalties for performances of the Play that were presented prior to the Force Majeure Event. Licensee also will remain liable for amounts owing for ancillary products and services purchased after the original Production Contract was issued, all of which MTI may deduct from the security fee or other funds on account at MTI.

PERFORMANCE LICENSE

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In the case of a Force Majeure Event affecting MTI, MTI shall, as soon as reasonably practicable after the occurrence of the Force Majeure Event, (a) provide written notice (such notice may be given by emails, social media or website postings to customers generally); and (b) use commercially reasonable efforts to resume performance (e.g., shipping materials) as reasonably practicable.

16. **Compliance with Laws.** Licensee represents and agrees that it shall be aware of and comply with all federal, state and local laws applicable to its production, including laws, regulations and ordinances pertaining to in-person gathering restrictions as well as any other rules or guidelines regarding any public health emergency (or similar situation) which may impact any aspect of Licensee's production, including but not limited to rehearsals, performances and audience attendance. MTI makes no representation or assessment of the legality or prudence of 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.

III. MATERIALS RENTAL PROVISIONS

1. **Rental Term and Delivery:** Delivery of the MTI Rental Materials is conditioned on your production being Fully Licensed as described in Paragraph II.1 (i.e., you have received written confirmation from MTI after submitting the signed Production Contract and paying all applicable royalty, rental and security fees). Provided your production is Fully Licensed, the MTI Rental Materials will be shipped approximately two (2) months prior to the first performance of your production; however, if you have not signed and submitted the Production Contract and remitted full payment in time to enable shipment by such date, MTI will process your shipment as soon as practicable once your production is Fully Licensed. In such case, MTI cannot guarantee the MTI Rental Materials will be delivered in sufficient time to meet your production schedule. If the MTI Rental Materials are needed in advance of the two (2)-month period, the charge is one hundred dollars (\$100.00) for each additional week or partial week, subject to availability. You acknowledge that if materials have shipped MTI has the right to retain a pro-rated portion of the rental fees if your production is cancelled or shortened for any reason, including all fees paid for additional rental weeks, all of which would be determined by MTI in its sole discretion.
2. **Authorized Rental Materials:** The MTI Rental Materials are the only Play materials authorized by the Rightsholders and must be rented from MTI as a condition of this Production Contract. You may not use scripts or orchestra parts obtained from other sources (including materials posted online). The full rental fee must be paid even if you do not intend to use all of the MTI Rental Materials in your production.
3. **Ownership:** All MTI Rental Materials, including missing materials, remain the property of MTI and must be returned to MTI following the conclusion of your production. You understand that the MTI Rental Materials (i) cannot be used for any purpose other than as stated in this License and (ii) may not be copied, scanned or otherwise reproduced, sold, traded, offered for sale or trade, posted online, used for performances other than those specified in this Production Contract or otherwise transferred physically or digitally.
4. **Suitability:** Although MTI strives to provide the highest quality service to you, MTI makes no representation as to the adequacy, suitability and/or condition of the MTI Rental Materials. Any missing or damaged materials MUST be reported to MTI's Business Office within five (5) business days after receipt of your shipment, or you may be liable for full replacement charges upon their return to MTI.
5. **Shipping Charges:** You are responsible for shipping charges BOTH WAYS for materials that MTI rents and/or supplies to you, as well as all customs charges, duties and the like in connection with shipments of materials outside of the United States and return shipment to MTI. You are responsible for complying with all customs regulations applicable to the return of materials to the United States. MTI ships by USPS, FedEx, UPS or other carriers at its sole option. Any expense that MTI incurs with respect to the delivery or return of the materials to its library shall be charged to you; you agree upon demand promptly to reimburse MTI for the full amount of such expense, whether or not your production is cancelled. A \$10 handling fee is applied to each order.
6. **Return of Materials:** You agree that, no later than seven (7) days after the last performance under this Production Contract, you will return to MTI, by prepaid carrier, insured for not less than seven hundred fifty dollars (\$750.00), the complete set of materials (including any additional materials ordered) in as good condition as when you received it. Should you fail to do so, MTI shall be entitled to an additional rental fee of twenty dollars (\$20.00) per item for each day that you retain any material beyond the period of seven (7) days after the last performance. You are responsible for the safe return to MTI of all MTI Rental Materials. If complete materials are not returned all at once and properly labeled, your account may not be credited or you may be liable for a restocking fee. If a Force Majeure Event (as defined in Paragraph II.15)

PERFORMANCE LICENSE

(CONTINUED)

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prevents you from returning the materials, you will not be charged a missing materials fee for any days covered by the Force Majeure Event provided (a) you have notified MTI you are unable to return the materials due to the Force Majeure Event and (b) you return the materials promptly after circumstances permit you to do so but in no event later than three (3) months after the onset of the Force Majeure Event.

7. **Address for Return of Materials:** All materials must be returned to MTI's Music Library in Connecticut (Address listed below):
8. **DO NOT SHIP RENTED PRODUCTION MATERIALS TO THE NEW YORK BUSINESS OFFICE!**

**RETURN ALL RENTED
PRODUCTION MATERIALS TO:**

**Music Theatre International
31A Industrial Park Road
New Hartford, CT 06057
Phone: 860-379-3320**

Any materials returned to MTI's New York Business Office will be subject to a transfer charge of up to \$50.00.

9. **Damage/Loss:** Any damage to or loss of the materials shall be charged to you. You agree upon demand promptly to reimburse MTI for the full amount of such evaluated damage to or loss of materials. Any materials lost or damaged while in your possession will be assessed replacement fees as set forth in this Production Contract.

CONTRACT RIDER

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 6785070
Contract #: 9859884 Printed on: 11/13/23

BILLING RIDER - LITTLE SHOP OF HORRORS

LITTLE SHOP OF HORRORS		Size Type
Book and Lyrics by HOWARD ASHMAN	Music by ALAN MENKEN	100%
Based on the film by Roger Corman, Screenplay by Charles Griffith		25%
Originally produced by the WPA Theatre (Kyle Renick, Producing Director)		25%
Originally produced at the Orpheum Theatre, New York City by the WPA Theatre, David Geffen, Cameron Mackintosh and the Shubert Organization		25%

****The following acknowledgements shall appear in a separate box or area****
****on the production staff information page of all theatre programs:****

LITTLE SHOP OF HORRORS
was originally
Directed by Howard Ashman
with
Musical Staging by Edie Cowan

The following credits and clauses must be adhered to in regards to your production of
LITTLE SHOP OF HORRORS

Orchestrations

You shall use only the original New York/London orchestrations and arrangements in connection with your presentation of the Play. You shall accord the following billing credits (in size and prominence of type not less than that used for the designer's credits) on the main credit page of all theatre programs

Vocal Arrangements
By
Robert Billig

Orchestrations
By
Robert Merkin

Puppets (Audrey II)

You shall use and may copy the puppet designs of Martin Robinson only for the purpose of constructing puppets for the use in the presentation of the Play under this License, and the designs, puppets and/or any copies or derivations thereof shall not be sold or distributed to the public without the prior written permission of the Authors. You shall promptly return the designs in good condition to MTI upon the termination of your rights under this License. All puppets utilized by you based on Mr. Robinson's designs shall have noted on them the following:

Copyright © 1982 by Martin P Robinson. All Rights Reserved.

If Mr. Robinson's designs are utilized, you agree that he will receive billing in all houseboards, programs and in all advertising and publicity under your control, wherever and whenever any designer is billed, and in size and type of type equal to the most favorable accorded any designer as follows:

Puppets Designed
By
Martin P. Robinson

You assume all risks and responsibilities in connection with the production, operation and use of the puppets, without recourse of any kind to MTI, the Authors and/or Mr. Robinson. All expenses of any kind in connection with the production and operation of said puppets shall be borne entirely by you. You hereby agree to indemnify and hold harmless MTI, the Authors and/or Mr. Robinson from and against any and all charges, costs, expenses, risks, demands or claims made against any of them by reason of the making of, production, operation and/or use of said puppets.

Videotaping

You must include in prominent fashion in every program for your production of the Play the following warning:

THE VIDEOTAPING OF THIS PRODUCTION IS A VIOLATION OF
UNITED STATES COPYRIGHT LAW AND AND ACTIONABLE FEDERAL OFFENSE

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

REQUEST FORM
LITTLE SHOP OF HORRORS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 6785070
Contract #: 9859884 Printed on: 11/13/23

AUDREY II PUPPET RENTAL REQUEST FORM

RENT ME, SEYMOUR!

Renting or building the diabolical plants required for LITTLE SHOP OF HORRORS has long been a factor in a theatre's thinking about producing the show. The cost of renting plants can easily eat up profits faster than Audrey II goes through a sirloin (or a dentist!).

The quality of the plants available varies widely. Many of them are unwieldy, or so heavy that it takes a bodybuilder to operate them. And building them yourself can be a lesson in frustration.

GET WHAT'S COMIN' TO YOU!

Have no fear! MTI can rent you the perfect Audrey II props for your production—all professionally designed and built to make your production of LITTLE SHOP OF HORRORS a rip-roaring success!

U.S. Customers only

CALL FOR PRICE INFORMATION

STANDARD RENTAL: Plant will arrive 2 weeks prior to first performance and include one (1) performance week

Organization Name: _____ Account Number: _____

Theatre or Auditorium Name: _____

Your Name: _____

If School, Principal's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

Performance Dates:

First: ____ / ____ / ____ Last: ____ / ____ / ____

BASED ON AVAILABILITY

THIS IS ONLY A REQUEST FORM. RENTAL IS ONLY GUARANTEED WITH FULL PAYMENT AND SIGNED CONTRACT. A Plant rental contract will be sent to you only after your dates have been checked and a plant is available for rental. Rental is for Plants ONLY and does not include the final drop (for "Don't Feed The Plants"). Blueprints for construction of this drop are included.