



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

Issue Paper

DATE:

12/5/23

AGENDA ITEM (ACTION ITEM):

Consider/Approve the musical agreement with Tams-Whitmark to grant permission for students to perform the musical, The Wizard of Oz: Youth Edition, for the school and community at Twenhofel Middle School in the spring semester of 2024.

APPLICABLE BOARD POLICY:

01.1 General Powers and Duties of the Board

HISTORY/BACKGROUND:

Twenhofel Middle School values and embraces the arts and student engagement. This musical performance showcases the talents of our students and allows for students to connect to the arts, and perform in a live performance. In addition, the performance requires many non-arts students to participate in the production, providing an authentic extra-curricular opportunity for a diverse population of students.

FISCAL/BUDGETARY IMPACT:

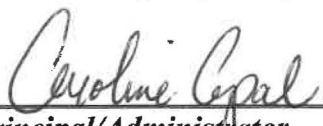
A total of \$875 will come from the chorus budget.

RECOMMENDATION:

Approval the musical agreement with Tams-Whitmark to grant permission for students to perform the musical, The Wizard of Oz: Youth Edition, for the school and community at Twenhofel Middle School in the spring semester of 2024.

CONTACT PERSON:

Caroline Capal, principal/Sherry Clark, musical director, 859-356-5559


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.

TAMS-WITMARK MUSICAL AGREEMENT

CT Rep: K12 Licensing
Request #: 544071
Acct #: 101-009-693795

11/28/2023

Dear Sherry,

Thank you for your interest in producing a Tams-Witmark musical!

Please note, this agreement is *not* a license to perform until the contract is countersigned and payment is received as specified herein. This agreement must be signed and fees due on signing must be paid, processed, and acknowledged in accordance with the terms of this Agreement before you may audition, cast, rehearse, advertise, publicize or perform. If an executed copy of this agreement along with payment of twenty-five percent (25%) of the Performance Fee total shown on the accompanying invoice has not been received **within 90 days** of the date of this agreement, this agreement will expire and shall be cancelled. If you have any questions, please contact our licensing department at (866) 979-0447.

Please read the following document carefully as it explains the necessary procedures for production of this Tams-Witmark musical, represented by Concord Theatricals. The document includes:

1. Performance Agreement & Fees
2. Rental Material Information
3. Additional Material Order Form
4. Terms and Conditions
5. Licensing Checklist

If you decide that you do not want to go forward with your production, please notify your Licensing Representative immediately.

Once your payment is received, your production will be listed on the Concord Theatricals NOW PLAYING map. This online production locator is a popular tool for theatre lovers across the world and can be found at www.concordtheatricals.com/now-playing.

Best wishes for a successful production of this Tams-Witmark musical!

K12 Licensing

Concord Theatricals Licensing Department
k12@concordtheatricals.com



Toll Free: (866) 979-0447
concordtheatricals.com

250 West 57th Street
6th Floor
New York, NY 10107-0102

TAMS-WITMARK

MUSICAL AGREEMENT

CT Rep: K12 Licensing
Request #: 544071
Acct #: 101-009-693795

PERFORMANCE AGREEMENT & FEES (AMATEUR MUSICAL)

In order to protect both our authors' rights and our producers' interests we have adopted a policy to void performance licenses where twenty-five percent (25%) of the Performance Fee has not been paid within ninety (90) days from the date this Performance Agreement was issued. If the twenty-five percent (25%) of the Performance Fee, as set forth in the agreement below, or any other unpaid invoice for performance licenses or materials has not been received within ninety (90) days from the date this Performance Agreement was issued (or sixty (60) days prior to your first performance date, if earlier), this agreement will expire and shall be cancelled. On behalf of our authors, we thank you for your cooperation. If you have any questions, please contact our licensing department at (866) 979-0447.

Your Performance Agreement was drawn up based on the information from the application that you submitted. If there is a discrepancy, or if a change is required, we must be notified in writing, via email, as soon as possible. Failure to inform us of any change may constitute a violation of your Agreement. If you have any questions, please contact our licensing department at (866) 979-0447.

PERFORMANCE AGREEMENT

Dated as of **11/28/2023** (the "Effective Date")

This Performance Agreement ("Agreement") is entered into as of the Effective Date by and between Concord Theatricals Corp., 250 W. 57th Street, 6th Floor, New York, NY 10107-0102 ("Licensor"), an affiliate of Tams-Witmark LLC, and Twenhofel Middle School ("Licensee" or "you"):

Producing Organization Details:

[Customer #] 101-009-693795
[Address] 11846 Taylor Mill Rd
[City] INDEPENDENCE
[State] KY
[ZIP] 41051
[Country] United States
[Website]

Applicant / Contact:

[Contact] Sherry Clark
[Email] sherry.clark@kenton.kyschools.us
[Phone] 859-356-5559

regarding Licensee's amateur production of the following Musical (the "Property"):

"The Wizard of Oz: Youth Edition"

By ("Author(s)"):

L. Frank Baum, Herbert Stothart, E. Y. Harburg, Harold Arlen, Peter Howard, Larry Wilcox, John Kane

Licensee shall present the Property in accordance with the following details:

Venue: **Twenhofel Middle School**

11846 Taylor Mill Rd,
INDEPENDENCE, KY, 41051

Total Number of Seats Per Performance: **400**

Expected Attendance Per Performance: **200**

Ticket Prices from: **\$ 5 to \$ 5.**

Performance Dates: **03/21/2024 – 03/22/2024** for a total of 2 performances.

Tams

A Concord Theatricals Company

Toll Free: (866) 979-0447
concordtheatricals.com

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New York, NY 10107-0102

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Restrictions:

Please note: You may not advertise, market, promote, or otherwise bill your production as any type of "premiere" version of the Play (including as a regional, state, or local premiere) unless you have received written approval from Concord Theatricals

The total period during which Licensee is authorized to present its production, including the Performance Dates given above and any additional performances that may be available under the Option set forth above (if applicable), is referred to as the "Production Dates."



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QUOTE

The following fees will be charged for this production, and formal quotes have been emailed to you separately:

Licensing Fees

Type	Category	Description	Fee
Amateur	Performance Fee - Full Minimum Payment		USD 265.00
Rental	Rental Fee		USD 435.00
Shipping and Handling Fee	Shipping Fee		USD 125.00
Rental (Material Fee)	Fees Due		USD 50.00
You have selected the Full Package of rental materials.			

TOTAL	USD 875.00
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25% of the Performance Fee above shall be due upon the signing of this Agreement.

The remaining **75%** of the Performance Fee along with any other payments due hereunder shall be due no later than sixty (60) days before the first Performance Date scheduled under this Agreement.

You have selected to receive the **Full Package** of rental materials. The rental fees, including shipping and taxes (if applicable), as outlined above correspond to your selection.

Rental Fee: Licensee agrees to pay Licensor the rental fee listed above for the use of material(s) as described in Section 4 of this Agreement ("Rental Materials") by Licensee in connection with the production of the Property under this Agreement, as well as any shipping fees or taxes outlined above.

Rental fees, shipping and taxes shall be due in full no later than sixty (60) days prior to the first scheduled Performance Date. **No Rental Materials will be shipped to Licensee until the fees above are paid in full.**

A Purchase Order does not constitute payment for licensing fees. Until check, credit card, or ACH payment is received you do not have license to perform or advertise the show.

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Script Fees

If the table below is empty, then scripts/librettos are included in your rental package.

This is only an estimate, a copy of the invoice, , has been emailed to you separately.

Description	Script Fees
	USD
Tax (if applicable)	USD

TOTAL ON INVOICE:	USD
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Your Requested Delivery Date:
12/11/2023

- If payment is received for script fees on or before 2 weeks from the above date, scripts will be shipped to arrive as requested.
- If payment is received later than 2 weeks from the above date, delivery cannot be guaranteed earlier than 2 weeks from date of full payment.
- If you have fully paid and would like to receive your scripts earlier than the above date, email info@concordtheatricals.com.

Please see "Methods of Payment" section below on how to proceed with this payment. Authorized purchase orders are accepted from domestic educational institutions only and will only release shipment(s) of all materials found on the script invoice only. When using a Purchase Order, the PO number must be valid to your organization, and you must select the appropriate Billing Organization in the My Organization section above. A Purchase Order does not constitute payment for licensing fees. Until check, credit card, or ACH payment is received you do not have license to perform or advertise the show.

METHODS OF PAYMENT

The first step in accepting your agreement is to sign it. To sign your agreement, you must log on to the Concord Theatricals website and sign the agreement through your customer dashboard. Twenty-five percent (25%) of the Performance Fee must be paid, processed, and acknowledged in accordance with the terms of your agreement before you may audition, cast, rehearse, advertise, publicize, or perform. Your agreement is not a license to perform until Concord Theatricals receives the signed agreement and payment as specified in your agreement.

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ACH (e-Check) or Wire Transfer:

Concord Theatricals is happy to offer US Domestic customers a faster and safer payment method alternative to sending us a paper check: ACH (e-Check). Unlike a paper check, which may have to go through the mail, an ACH payment is paid online, cutting down on processing time. Once your bank account has been verified through micro-deposits, it's good to use on any future payment with Concord Theatricals. This type of payment can be made directly through your customer dashboard on www.concordtheatricals.com. Please note failed ACH (e-Check) transactions are subject to a \$15 USD fee. For more information on this payment method please visit: <https://help.concordtheatricals.com/knowledgebase/what-is-the-ach-e-check-payment-option/>.

For Wire Transfers (For Customers Outside the US): Please note that wire transfers are subject to a \$35 USD fee, please include this fee in your initial transfer. Licensing Fees must be in USD.

Please make sure to include your Quote number when sending your Wire transfer.

Bank Routing Number: 021000021

SWIFT Code: CHASUS33

General Bank Reference Address: JPMorgan Chase New York, NY 10017

Account Number: 520510360

Account Name: Concord Theatricals Corp

Credit Card: We also accept Visa, MasterCard, American Express, and Discover. Credit Card Payments can be made directly through your customer dashboard on www.concordtheatricals.com.

Check or Money Order:

A copy of the invoice(s) have been emailed to you separately and *must* accompany all check payments. Checks sent by standard mail take three (3) weeks to be received and processed; to ensure your payment is received on time, please send well in advance of the noted due date.

To pay with a check or money order, make payable to Concord Theatricals Corp. in USD and mail it with a copy of your quote to:

Concord Theatricals Corp.
c/o JPM-Chase
P.O. Box 22824
New York, NY 10087-2824

Checks sent by standard mail take 3 weeks to be received and processed; to ensure your payment is received on time, please send it well in advance of the noted due date. If you are sending your check to us via an expedited shipping method, please mail it with a copy of your quote to this address:

Overnight Mailing Address:
JPMorgan Chase – Lockbox Processing
Attn: Concord Theatricals Corp. & 22824
4 Chase Metrotech Center 7th floor East Brooklyn, NY 11245

Checks sent to the Overnight Mailing Address may take up to 7 business days to be received and processed.

For a copy of our W-9, please visit <https://help.concordtheatricals.com/knowledgebase/w-9/>

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RENTAL MATERIAL INFORMATION

RECEIVING YOUR RENTAL MATERIALS

No Rental Materials will be shipped until payment is received in full (including performance license fees, rental fees, and any shipping fees and taxes). Rental Materials will not be shipped on partial payment.

Your Requested Delivery Date:

12/11/2023

- If payment is received on or before 2 weeks from the above date, Rental Materials will be shipped to arrive as requested.
- If payment is received later than 2 weeks from the above date, delivery cannot be guaranteed earlier than 2 weeks from date of full payment.
- If you have fully paid and would like to receive your Rental Materials earlier than the above date, email your Licensing Representative.

Your Rental Package:

1 Director's Production Guide

1 Piano-Vocal

30 Student Book

Digital download, consisting of:

Vocal Tracks

Performance Tracks

Choreography Videos

Note: The Wizard of Oz: Youth Edition is presented with the fully orchestrated Performance Tracks provided with your rehearsal materials. There is no orchestration for live accompaniment.

Notwithstanding the Rental Material return instructions set forth in your licensing agreement, you do not need to return your Rental Materials for this title.

Your materials will automatically ship to the following address:

Sherry Clark

11846 Taylor Mill Rd

Independence, Kentucky, 41051

United States

859-356-5559

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If you would like your materials to be sent to a different address, email your Licensing Representative. Please make sure that materials are shipping to a valid street address. Rental materials will be shipped out via FedEx or UPS and cannot be delivered to a P.O. Box.

USING YOUR RENTAL MATERIALS

You may write in, highlight, and mark up your Rental Materials. All Rental Materials must be returned but markings do not need to be erased.

NOTE: any copying (including physical copying, scanning and/or uploading) of the Rental Materials and script/libretto is not allowed and is a violation of international copyright law.

ORDERING ADDITIONAL MATERIALS

You may only order additional copies of materials in your selected Rental Package. We do not provide custom packages. If you would like to order additional materials, email your Licensing Representative. Pricing rates for additional materials are available on <https://concordtheatricals.com/resources/ordering-additional-rental-materials>.

(NOTE: If the Rental Materials description doesn't include vocal/chorus books or a specific orchestra part, then those books/parts are not available for the Property.)

RETURNING YOUR RENTAL MATERIALS

Once your production has ended, please return your Rental Materials to:



Please note: Purchased scripts (i.e. Acting Edition, Large Print, Stage Manager Edition) do not need to be returned. Only items listed in the Rental Package section above need to be returned. Items listed in the Script Fees section of this agreement do not need to be returned.

You will receive an email on or before your final performance date with additional information about returning your Rental Materials.

All Rental Materials must be returned within thirty (30) days of your final performance date. Additional charges will be incurred for Rental Materials returned to the wrong address.

CONTACTING YOUR LICENSING REPRESENTATIVE



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TERMS AND CONDITIONS

1. **Grant.** Licensor grants Licensee the non-exclusive and non-transferable right to present a live stage production with living actors appearing in the immediate presence of an in-person audience of the Property at the Venue and during the Production Dates stipulated above and on the other terms and conditions set forth in this Agreement. Said rights are valid only through the final performance date as indicated above. No change by Licensee in the production dates, the number of performances, the number of seats per performance, the ticket prices, and/or any other particulars of this Agreement shall be made without the prior written consent of Licensor, which may be withheld in Licensor's sole and absolute discretion. Licensor has the right to revoke this Agreement if Licensee fails to secure such consent and/or if Licensee is in breach or default of any other term or condition of this Agreement. No other rights are herein granted, and Licensor (on behalf of the Author(s) and the owner(s) of the Property) reserves any and all other rights in the Property, whether such rights are now known or shall hereafter come into existence. The reserved rights shall include, without limiting the generality of the foregoing, all motion picture rights, television and cable rights, radio rights, stage rights other than those licensed hereunder, electronic and digital rights, mechanical rights, recording rights and publication rights of all kinds.

2. **Licensee Warranties.** Licensee represents, warrants and covenants that the Property will be presented in its entirety as it appears in published form authorized by the Author(s) and that the Author(s)'s intent will be respected in the Licensee's production. No changes, interpolations, additions, or deletions will be made in the Property for the purpose of Licensee's production or otherwise. Licensee represents, warrants and covenants that Licensees shall comply with the following:

2.1 **Licensor Credit.** All programs, web pages, publicity, and advertising in connection with performances of the Property, in all media (including print and electronic), shall carry a program note as follows (unless an additional or different notice is specified in writing by Licensor) in not less than 10-point type:

THE WIZARD OF OZ: YOUTH EDITION is presented by arrangement with Concord Theatricals on behalf of Tams-Witmark LLC. www.concordtheatricals.com

2.2 **Author(s) Credit.** The Author(s)'s name (including, as applicable, composer(s), lyricist(s) and/or translator/adaptor's name) will appear in all instances in which the title of the Property appears, including all programs, web pages, house boards, and publicity and advertising in all media (including all print and electronic media) within the control of Licensee. Except as otherwise specified below, the name of the Author(s) will appear on a separate line on which no other name appears as set forth below immediately following the title of the Property and will appear in size of type not less than fifty percent (50%) of the size of the title type, as follows:

You agree to set forth the following credits on the title page in all programs, and on all house boards, displays, heralds, posters, fliers, and on all other advertising and promotion in connection with your production of the Play:

THE WIZARD OF OZ: YOUTH EDITION (100%)

By L. Frank Baum (50%)

With Music and Lyrics by

Harold Arlen and E. Y. Harburg (50%)

Background Music by Herbert Stothart (33%)

Dance and Vocal Arrangements by Peter Howard (33%)

Orchestration by Larry Wilcox (33%)

Adapted by John Kane for the Royal Shakespeare Company (33%)

Based upon the Classic Motion Picture owned by

Turner Entertainment Co. and distributed in all media by

Warner Bros.

Except for the credits for John Kane, Peter Howard and Larry Wilcox, the above credits for all purposes shall be in type size equal to that of any other credits except for those of the star of the show. The credits for John Kane, Peter Howard and Larry Wilcox shall at all times be in a type size two thirds of the size of the credit afforded to the other authors of the play as set forth above. In the programs, the credits shall appear on the title page thereof. No name of any person or company except the Licensee, principal sponsors and/or the star(s) of the Licensee's production shall appear above the title or above the foregoing credits to the authors. The name of Herbert Stothart must be included in the authors' credits.

2.3 **Additional Production Credit.** The following credits will be included on the title page of all programs and playbills distributed in connection with performances of the Property. If supplied, the following bio will also be included in the program.

Adaptation and support materials developed by iTheatrics
under the supervision of Timothy Allen McDonald



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2.4 Production Date Changes/Cancellation. Licensee will PROMPTLY notify Licensor in writing of any and all proposed changes in Production Dates whatsoever, including, but not limited to, additional performances, rescheduled performances, cancellations, postponements, etc., all of which are subject to the prior written approval of Licensor. Please note that additional fees may be applied for any changes made.

The following additional guidelines will apply in cancelling a licensed production:

2.4.1 You must notify your Licensing Representative in writing (email acceptable) within 24 hours of the first cancelled performance, stating the reason or reasons for the cancellation.

2.4.2 If you are presenting only one performance and you timely notify your Licensing Representative of cancellation, a full refund or transfer of the licensing fees for the cancelled performance is granted less a cancellation processing fee of \$30.

2.4.3 If you are presenting more than one performance and you timely notify your Licensing Representative of cancellation of the full run of performances, a full refund or transfer of the licensing fees for your production is granted less a cancellation processing fee of \$30.

2.4.4 If you are presenting more than one performance and you timely notify your Licensing Representative of cancellation of an individual performance, a full refund or transfer of the licensing fees for the cancelled performance is granted and there is no cancellation fee.

2.4.5 If you notify your Licensing Representative of cancellation more than 24 hours after the first cancelled performance, no refund of the licensing fees shall be granted.

2.4.6 If Rental Materials have been processed for shipment to Licensee at the time you notify your Licensing Representative of cancellation, the rental fee and shipping fee/taxes (if any) will not be refunded. If Rental Materials have not yet been processed for shipment at the time you notify your Licensing Representative of cancellation, the rental fee and shipping fee/taxes (if any) will be refunded in full.

3. Execution of Agreement. This Agreement shall be effective upon receipt by Licensor of (a) this Agreement signed by the Licensee and (b) payment of twenty-five percent (25%) of the Performance Fee set forth in the "Fees" section above. Due to demand and area restrictions, Performance Agreements are time sensitive. Therefore, this Agreement shall be null and void if it is not executed as described above within ninety (90) days of the Effective Date of this Agreement. Licensee may electronically execute this Agreement by selecting "Licenses" from the dropdown menu under the "My Account" page on www.concordtheatricals.com.

4. Rental Materials.
4.1a Arrangements:

Full Package see below

4.1b Description of Rental Materials:

1 Director's Production Guide
1 Piano-Vocal
30 Student Book

Digital download, consisting of:
Vocal Tracks
Performance Tracks
Choreography Videos

Note: The Wizard of Oz: Youth Edition is presented with the fully orchestrated Performance Tracks provided with your rehearsal materials. There is no orchestration for live accompaniment.

Notwithstanding the Rental Material return instructions set forth in your licensing agreement, you do not need to return your Rental Materials for this title.

Please review the script fees and the rental package sections below to determine whether scripts (i.e. Acting Edition/libretto-vocal book) are included. If scripts are not included in either section, and you have not ordered scripts for this title previously, they must be purchased separately from www.concordtheatricals.com

4.2. The latest date by which all outstanding licensing fees, rental fees and shipping fees/taxes (if any) are due is sixty (60) days prior to the first scheduled Performance Date under this Agreement. Payment for all performances must be received in full. Payment may be made by check, credit card or echeck/ACH payment. Please refer to attached invoice for fee details. Conditioned on the execution of this Agreement, and provided that all payments have been received by Licensor as set forth in this Agreement, Licensor agrees to ship the Rental Materials to Licensee to arrive no later than 12/11/2023 (unless a shorter period remains between the date of execution and the first performance date). Rental Materials will not be shipped until full payment has been received.

4.3. Upon completion of Licensee's production, Licensee shall return the Rental Materials to: **Concord Theatricals c/o Midwest Fiber, 422 South White Oak Road, Normal, IL, 61761.** All rental materials must be received within **thirty (30) days** of the final performance date.



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4.4. Any and all Rental Materials provided to Licensee in connection with the Property may be used ONLY for the rehearsal and performance of the Property on the dates and at the venue specified in this Agreement and may not be used for any other production, presentation or performance. Licensor makes no representations regarding the condition or adequacy of the Rental Materials. The rights granted to Licensee are conditioned on the execution of this Agreement and the receipt by Licensor of all payments as set forth in this Agreement.

5. General Terms and Conditions

5.1 No auditions, casting, rehearsals, advertising, publicity or performance of the Property may commence unless and until this Agreement is executed and all monies owing to Licensor as set forth in this Agreement are paid in accordance with the payment schedule in the Agreement.

5.2 Licensee may not create merchandise of any kind based on the Property, whether for sale, promotional use, or free distribution, without prior written permission from Licensor.

5.3 Licensed productions of the Property are to be performed in front of a live audience only. Auditions, rehearsals, and/or performances may not be recorded, streamed, broadcast or posted at any time, in any manner or for any purpose. These restrictions apply to both audio-only and audio-visual recordings, broadcasts and postings. By way of example only, no posting or streaming of audio or audio-visual recordings to YouTube or any other social networking sites is permitted. Any such recording, broadcasting, posting or other use of a performance of the Property is a copyright infringement and will expose Licensee to serious legal consequences.

5.4 Any announcements, advertisements, publicity, promotional materials, and marketing materials, whether on the Internet or in any other media, must be in strict compliance with the terms of this Agreement, including the number and dates of performances, the number of seats, and the ticket prices. No advertising, marketing or promotion of Licensee's production may bill such production as any type of "premiere" of the Property (e.g., regional, state, local) without prior written approval from Concord Theatricals. Please contact your Licensing Representative to request approval.

5.5 This Agreement does not include the right to any choreography, staging, direction, costume design, scenic design, lighting design or sound design of the Property as previously presented. Licensee agrees that its production of the Property shall be a non-replica production. Neither Licensor nor the Author(s) or owners of the Property shall be obliged at any time to make any payment or offer rights participation to any person(s) whom Licensee may hire to direct, choreograph, stage, design or otherwise participate creatively in Licensee's production.

5.6 Licenses are available only for complete performances of the Property. Performances of various scenes and/or songs apart from the Property in its entirety (e.g., in connection with recitals, contests, festivals, etc., or for promotional purposes) require special permission, which must be submitted in writing in advance of any such performances. Unless permission is granted in writing by Licensor, no such performances may take place.

5.7 Licensee will present the Property using the Rental Materials and, if applicable, the Approved Production Script (as defined in Section 5.17 below). No abridgement or enlargement of the Property, no changes in music, lyrics, dialogue, period, setting, characters (including their gender), and/or characterizations in the Property, and no changes in running time, placement of intermission, number or order of scenes, etc., may be made without prior written permission from Licensor. In the event that any changes to the Property are approved in writing, such changes shall, upon creation, become the sole and exclusive property of Licensor, the Author(s) and the owners of the Property, as their interests may appear, and may be used by such parties free and clear of any obligation whatsoever to Licensee or any third party.

5.8 An approved logo and other promotional and marketing materials for the Property may be available from Licensor. Please contact your Licensing Representative for further information. Please review the Riders and Exhibits in Section 12 below, as well as (if applicable) any additional Rider you may have signed in connection with your production of the Property, for further requirements regarding logos, promotion and marketing of your production.

5.9 This Agreement is not transferable to any other production other than the one licensed. The rights licensed under this Agreement may not be sublicensed and/or otherwise conveyed by Licensee to any other person.

5.10 The Property is licensed for live stage performances by living actors in front of a live audience only, and may not be recorded, broadcast or distributed at any time, in any manner, or for any purpose. In no event may any audio or audio-visual recordings of readings, rehearsals or performances of the Property be posted to the internet or distributed through any digital means, including by way of streaming, downloading or copying, including without limitation, in video or audio recordings posted to YouTube, Facebook or any similar or other social networking site, or posted to the website of the theater or any personal or public website of whatsoever kind. No audio or audio-visual footage may be used in connection with any online, mobile or digital advertising or promotion of the Property.

5.11 You must include in prominent fashion in every program for your production of the Property the following warning in text no smaller than 12-point type, and the warning must also be posted in the lobby of the Venue:

THE VIDEOTAPING OR MAKING OF ELECTRONIC OR OTHER AUDIO AND/OR VISUAL RECORDINGS OF THIS PRODUCTION AND DISTRIBUTING RECORDINGS OR STREAMS IN ANY MEDIUM, INCLUDING THE INTERNET, IS STRICTLY PROHIBITED, A VIOLATION OF THE AUTHOR(S)'S RIGHTS AND ACTIONABLE UNDER UNITED



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New York, NY 10107-0102

TAMS-WITMARK

MUSICAL AGREEMENT

CT Rep: K12 Licensing
Request #: 544071
Acct #: 101-009-693795

STATES COPYRIGHT LAW. FOR MORE INFORMATION, PLEASE VISIT:

<https://concordtheatricals.com/resources/protecting-artists>

5.12 The grant of rights hereunder does not include any rights to use any artwork (except to the extent otherwise expressly set forth in Section 12 below), advertising, names of actors or actresses or other personnel associated with any other production of the Property in any artwork, advertising or promotional materials for Licensee's production hereunder.

5.13 Licensee is solely responsible for obtaining formal written permission from third-party copyright owners to use copyrighted music, images, brands, or other material in Licensee's production of the Property and is strongly cautioned to do so. If no such permission is obtained by Licensee, then Licensee must use only original music and other materials that Licensee owns and controls. Licensee is solely responsible and liable for all third-party clearances (including without limitation music clearances) and shall indemnify Licensor, the Author(s) and other copyright-owner(s) of the Property, and their respective principals, shareholders, officers, directors, parents, subsidiaries, agents, employees, representatives, administrators, trustees, beneficiaries, successors and assigns against any costs, expenses, losses and liabilities arising from the use of music and other third-party material by Licensee. For the avoidance of doubt, this Section 5.13: (a) shall not be deemed to constitute permission to add third-party materials to the Property, and changes to the Property shall be governed by Section 5.7 above; and (b) shall not apply to use of the music by the Author(s) that is included in the Property and for which Rental Materials are provided by Licensor.

5.14 Licensee may not present the Property with pre-recorded or sequenced accompaniment, except to the extent that such accompaniment is provided or licensed to you by Licensor or its official affiliates. Please contact your Licensing Representative if you have questions about whether a third-party provider is an official affiliate of Licensor. Note: pre-recorded accompaniment is not available for all titles and may not be available for use by all licensee types. Please contact your Licensing Representative to discuss.

5.15 In the event that the program for Licensee's production of the Property includes advertising, Licensee agrees to reserve program space no smaller than one-half (1/2) page for Licensor. Licensor shall notify Licensee in writing no later than thirty (30) days before the first performance hereunder if Licensor elects to use such program space, and shall provide Licensee with applicable files at the time of such notification. If Licensor does not provide Licensee with timely notice, Licensee shall have no obligation to reserve such program space.

5.16 Licensee agrees to reserve two (2) complimentary tickets for each performance of the Property hereunder for the use of Licensor, the Author(s) and the owners of the Property. Licensor shall notify Licensee a minimum of three (3) days prior to the applicable performance whether it requires such tickets, and agrees not to resell such tickets. Licensee shall provide Licensor with two (2) copies of the program for its production of the Property upon request by Licensor.

5.17 If scripts/librettos are not included as part of the Rental Materials, the "Approved Production Script" is defined as the version or draft of the script/libretto of the Property to be used in connection with Licensee's production. It is understood that the Approved Production Script will be made available for purchase via the licensing dashboard or www.concordtheatricals.com as the "Acting Edition." No earlier manuscript or any other versions of the Property are permitted for production without prior approval. In the event that a published Acting Edition is not available for public purchase, Licensee should contact its Licensing Representative for the most up-to-date version of the script/libretto prior to the start of pre-production and rehearsals.

6. Representations and Warranties; Indemnification. Licensee represents and warrants that (a) all of the information provided to Licensor, both orally and in writing, in connection with the production of the Property and/or otherwise is accurate and correct, (b) Licensee will present the Property in accordance with the terms and conditions set forth in this Agreement, and (c) Licensee will be fully responsible for the manner in which Licensee's production of the Property is performed. Licensee hereby indemnifies Licensor, the Author(s) and other copyright-owner(s) of the Property, and their respective principals, shareholders, officers, directors, parents, subsidiaries, agents, employees, representatives, administrators, trustees, beneficiaries, successors and assigns from and against any claim arising out of (a) the breach or alleged breach by Licensee of any of Licensee's representations, warranties, obligations, or agreements under this Agreement and/or (b) Licensee's production of the Property including the performance, preparations, advertising and marketing thereof.

7. Termination. Failure to strictly comply with any of the terms and conditions of this Agreement, including but not limited to the provisions of Sections 2 and 5 and any Exhibits or Riders hereto, may result in the immediate termination of this Agreement and/or any such other agreements by Licensor in its sole and absolute discretion. In the event of termination, all amounts owing under this Agreement remain payable in full and shall be retained by Licensor in addition to any other rights or remedies that Licensor may be entitled to assert for breach of contract.

8. Default. If Licensee defaults in the performance of any of the representations, warranties, indemnities, obligations, terms and/or conditions of this Agreement, then in addition to any and all other remedies which Licensor, the Author(s) and/or the other copyright-owner(s) of the Property might have at law or equity, Licensee agrees that Licensor shall have the right to seek a temporary restraining order and a preliminary injunction to enjoin any performances of the Property. Licensee agrees to reimburse Licensor for any expenses incurred in enforcing rights hereunder, including but not limited to, attorneys' fees, court costs, telephone, fax, courier and postage charges and collection expenses.

9. Applicable Law. This Agreement is executed in the State of New York and shall be construed under and in accordance with the laws of the State of New York applicable to contracts made and fully performed within that State. Licensee (i) agrees that any litigation, action or proceeding arising out of or relating to this Agreement may be instituted by Licensor in any state or federal court in the State of New York, (ii) waives any objection which it might have now or hereafter to the venue of any such litigation, action or proceeding, (iii) irrevocably submits to the jurisdiction of any such court in any such litigation, action or proceeding, and (iv) hereby waives any claim or defense of inconvenient forum. This Agreement constitutes an offer revocable by Licensor.



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MUSICAL AGREEMENT

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10. **Revocation.** Licensor reserves the right to revoke any and all licenses for any reason upon written notice to Licensee. In the event that Licensee has paid for the license, either partially or in full, prior to such revocation, a full refund of such sums paid will be given to Licensee within forty-five (45) business days of written notice of license termination.

11. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assigns and may not be altered, modified or cancelled (except as herein specifically provided), except by written instrument signed by both parties hereto. This Agreement supersedes all prior or contemporaneous agreements, undertakings, warranties, representations and negotiations between the parties with respect to the subject matter hereof, except in the event that Licensee has previously executed a Rider specifically relating to its production of the Property under this Agreement, such Rider shall remain in full force and effect and shall be a part of this Agreement. No waiver shall be deemed a continuing waiver or deemed a waiver of any assignment or similar breach. In entering into this Agreement, Licensee and Licensor will each have the status of an independent contractor and nothing contained herein will constitute the parties as partners, fiduciaries, agents or employees of each other.

12. **Riders and Exhibits.** In addition to all provisions set forth above, this Agreement includes any Riders previously executed by Licensee specifically relating to its production of the Property hereunder, as well as the following additional Exhibits and Riders (if any):

Additional Riders

If you are in North America and you are a K12 accredited school, a senior group or an organization working with individuals with disabilities:

Notwithstanding the Production Dates set forth herein, this Agreement, once fully paid and executed, is valid for one (1) year from the first Production Date. No further payments will be due in connection with performances produced by Licensee within such one (1) year period. No refunds are permitted once your Rental Materials have been shipped.

If you are in North America and do not fall into the categories above or are outside North America:

This Agreement is valid only for performances on the Production Dates specified herein. No refunds are permitted once your Rental Materials have been shipped.

Notwithstanding the Rental Material return instructions set forth herein, you do not need to return your Rental Materials for this Property.

Professional Artwork Available for Your Production of The Wizard of Oz: Youth Edition!

Concord Theatricals has collaborated with Subplot Studio to create high-quality artwork that complies with your license. Promoting your show has never been easier! Learn more at Subplot Studio.

<https://www.subplotstudio.com/store/production/the-wizard-of-oz-youth-performers-edition>

Anti-Bribery, Anti-Corruption: Licensee represents, warrants and undertakes that: (i) neither Licensee nor any person(s) or entity(ies) owning or controlling (whether individually or collectively) 50% or more of Licensee is a person sanctioned by any applicable sanctions laws (a "Sanctioned Person"), including those administered by the U.S. Office of Foreign Assets Control (OFAC); (ii) Licensee will comply with applicable laws and regulations relating to sanctions, anti-bribery and anti-corruption including but not limited to OFAC and the U.S. Foreign Corrupt Practices Act of 1977 (FCPA); (iii) Licensee is aware of Warner Bros. Discovery's Business Partner Statement of Ethics available on Warner Bros. Discovery's corporate website (<https://ir.wbd.com/governance/ethics>); and (iv) Licensee will promptly notify Concord Theatricals (A) if Licensee becomes a Sanctioned Person (whether directly or because of 50% or more ownership by one or more Sanctioned Persons), or (B) of any allegation or investigation of bribery, corruption, fraud or unlawful practices made against Licensee in court, arbitration or administrative proceedings, or if any investigation is commenced which could have material adverse effect in the course of performing services hereunder.

ACCEPTED AND AGREED TO:

This Agreement and all conditions and terms contained herein are wholly binding upon the execution by Licensee hereof and the remittance of payment in accordance with the terms contained herein.



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TAMS-WITMARK MUSICAL AGREEMENT

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LICENSING CHECKLIST

**Before you start rehearsals,
make sure you've taken care of these steps!**

Don't Forget to...

- ☐ Sign your Performance Agreement through the "Licenses" section, in the drop-down menu under your name in the top right corner of concordtheatricals.com.
- ☐ Pay 25% of your Performance Fee shown in your Quote.
- ☐ Check the delivery address for your rental materials.
- ☐ Order additional rental materials (if needed).
- ☐ Communicate any changes (dates, venue, etc.) to your licensing rep via email.
- ☐ Purchase supplemental materials from concordtheatricals.com.

And...

- ☐ Set yourself a reminder to pay any outstanding fees at least **60 days** before your first performance. Musical Rental items will not ship, and rehearsals may not begin until all invoices are paid in full.

Break a leg on your production!

Sincerely,
*Concord Theatricals,
as representative of the Property
from the Tams-Witmark catalogue*