



Kenyon County School District | *It's about ALL kids.*

Issue Paper

DATE:

May 16, 2024

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract with Hinsdale Elementary and Music Theatre International to perform the production of Aladdin Jr. The musical will be produced by the Hinsdale Drama Club in the s Spring of 2025.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Each year Hinsdale’s Drama Club performs a musical for students, parents and the community. The production requires a lot of time to prepare. This license will permit Hinsdale Drama to perform the show, purchase the actor’s books, director’s guide and musical score.

FISCAL/BUDGETARY IMPACT:

\$1,332.00 to be paid by the Drama Club out of the Fund 21 account

RECOMMENDATION:

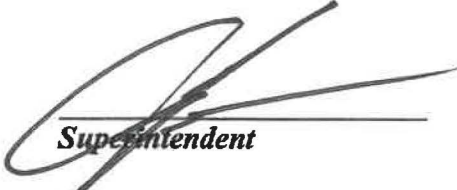
Approval to sign the contract with Music Theatre International to perform the production of Aladdin Jr. The musical will be produced by the Hinsdale Drama Club in the Spring of 2025.

CONTACT PERSON:

Mr. Josh Feldmann, 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.

Summary

R C HINSDALE ELEMENTARY SCHOOL - DISNEY'S ALADDIN JR.

Production of DISNEY'S ALADDIN JR.

SPECIAL CONDITIONS:

When

Licence for Performances from	5/16/2024 - 5/16/2025
First Performance Date	
Last Performance Date	5/4/2025
Number of Performances	4

Where

Theatre Name	SCOTT HIGH SCHOOL AUDITORIUM
Theatre Address	5400 OLD TAYLOR MILL ROAD TAYLOR MILL, KY 41017
Country	US
Theatre Phone	859-356-3146
Theatre Fax	
Theatre Website	BETH.KING@KENTON.KYS CHOOOLS.US

Audience

Seating Capacity	300
Expected or Average Seating Usage	250

Tickets

Price1	\$8	% of total	100%
Price2	--	% of total	--
Price3	--	% of total	--
Price4	--	% of total	--
Price5	--	% of total	--
	\$8 AVG		100% TOTAL

Order Summary

Production Materials

ShowKit

Royalty Fee \$139.00

Material Fee \$556.00

1 GUIDE VOCAL AND PERF TRACKS DIGITAL
1 DOWNLOADABLE RESOURCES AND MEDIA
1 PIANO VOCAL SCORE
1 DIRECTOR'S GUIDE
30 ACTOR'S BOOK
1 CHOREOGRAPHY VIDEOS DIGITAL

Additional Material

1 DIRECTOR'S GUIDE \$100.00

Theatrical Resources

5 ACTOR'S BOOK TENPACK \$375.00

1 VIDEO LICENSE \$75.00

Sales Tax \$0.00

Materials and Resources Sub Total \$1,245.00

S&H Summary

Production Materials Standard \$45.00

Additional Production Materials Standard \$15.00

Theatrical Resources Standard \$27.00

MATERIALS AND RESOURCES SUB TOTAL \$87.00

Total

MATERIALS AND RESOURCES SUB TOTAL \$1,245.00

SHIPPING & HANDLING SUB TOTAL \$87.00

GRAND TOTAL \$1,332.00

Information

Name ELIZABETH KING

Phone 859-341-8226

Address

Fax

Country

Email beth.king@kenton.kyschools.us

Shipping Address

Organization R C HINSDALE ELEMENTARY SCHOOL
Contact ELIZABETH KING
440 DUDLEY PIKE
Shipping Address EDGEWOOD, KENTON
KY 41017
Phone 8598662384

Billing Address

Organization R C HINSDALE ELEMENTARY SCHOOL
Contact ANDI TEKULVE
440 DUDLEY ROAD
Shipping Address EDGEWOOD, KENTON
KY 41018
Phone 859-341-8226

Payment

Payment Method PO Only
Invoice Total \$1,332.00
PO Number 20240516

Terms and Conditions

R C HINSDALE ELEMENTARY SCHOOL - DISNEY'S ALADDIN JR.

Dramatic Performing Rights License

1. Your authorized materials will consist of the following:

ACTOR'S BOOK	30
BWY JR ACTOR BOOK PERUSAL	1
CHOREOGRAPHY VIDEOS DIGITAL	1
DIGITAL SHOWKIT	1
DIRECTOR'S GUIDE	1
DOWNLOADABLE RESOURCES AND MEDIA	1
GUIDE VOCAL AND PERF TRACKS DIGITAL	1
PIANO VOCAL SCORE	1

2. You agree that

- Ticket prices for any performance of the show shall not exceed \$10.00 per ticket and
- No performance shall take place for any audience exceeding 750 people unless such performances are free of any admission charge, donations or contributions. Any deviation from the foregoing restrictions requires the prior written permission of Music Theatre International.

3. This License grants one (1) cast the right to perform the Play as many times as you would like within the licensed dates listed on the front of this license. In any event it is a violation of this license and copyright laws to use ShowKit™ Materials in part or in whole past the license dates of this production.

4. All advertising, such as posters and program covers, must include the show logo as provided in the ShowKit. You will not make or sell merchandise bearing this logo, with the exception of t-shirts if purchased from MTI. You will inform the parents and students that they are also bound by this prohibition.

5. The student books are to be distributed to the performers and are theirs to keep. All performers in the show must be in 9th grade or younger, unless otherwise authorized in writing in advance by MTI.

6. The performance rights granted by this license apply only to the organization named on this license through special arrangement with Music Theatre International, exclusive licensing agent for live stage performances of this play.

7. You understand that this play is fully protected by Federal and International Copyright laws, and therefore:

- You will properly credit the Authors of the Play, credit Music Theatre International and reproduce the play logo and trademark on all posters and in all programs exactly as provided.

- You must perform this Play exactly as it has been provided to you in the materials, and you may not add or delete any music or lyrics (including adding songs or dialogue from the full version of the Play or any film version of the Play), alter any music or lyrics, change the sequence of songs or scenes, or make changes of any kind in the text of the Play, including deletions and changes to the period, characters and characterizations.

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

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

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

said element.

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

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

**Rider for
DISNEY'S ALADDIN JR.**

Specific Licensing Guidelines and Provisions

1. **DISNEY PUBLIC IMAGE AND REPUTATION.** You acknowledge that Disney is extremely sensitive about maintaining the wholesome Disney public image and preserving and enhancing the Disney reputation for consistently offering family entertainment of the highest caliber. You agree that neither you, nor your employees and representatives, shall take any action which could poorly reflect upon such Disney public image or reputation and you shall at all times manage the production and presentation of the Play in a manner consistent with such Disney public image and reputation. All staff will be made aware of Disney's standards and will conduct themselves in a manner in accordance with these standards and with the expectations of a family audience. In addition to the foregoing, you agree not to list any of your sponsors in connection with any advertising or promotion of the Play if such sponsors do business in any of the following categories: alcohol, tobacco, firearms and feminine hygiene products. Any violation of the foregoing provisions shall entitle us to immediately terminate this Agreement and to injunctive relief to prohibit any further use of the Play.

2. **TRADEMARKS.** You shall acquire no right under this Agreement to use, and shall not use, the name "Disney" (either alone or in conjunction with or as part of any other word or name) or any fanciful characters, designs, logos or trademarks of The Walt Disney Company or any of its related, affiliated or subsidiary companies:
 - 2.1 in any of your advertising, publicity or promotions other than as part of the title page for programs of your production of the Play, all as provided in paragraph 1 of this Rider and to factually describe Disney's role in your production, namely, that Disney is a licensor only of its stage play and not Disney owned production elements, and is not a producer of your show.
 - 2.2 to express or imply any endorsement by Disney of your production of the Play or any other of

your activities; or:

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

Violation of one or more of these Guidelines and Provisions constitutes a material breach of contract and may result in the immediate revocation of your performance license. Please read the Guidelines and Provisions carefully.

Customer Billing

R C HINSDALE ELEMENTARY SCHOOL - DISNEY'S ALADDIN JR.

Please read and print the following Show Billing information

In accordance with the Dramatic Performing Rights License, all advertising, such as posters and program covers, must include the show logo as provided in the ShowKit Director's Guide and all of the following author billing. It is a violation of your contract if you crop or edit this logo in any way.

[Name of School]

Production of



Music by

ALAN MENKEN

Lyrics by

HOWARD ASHMAN, TIM RICE and CHAD BEGUELIN

Book by

CHAD BEGUELIN

Based on the Disney film written by Ron Clements, John Musker, Ted Elliott & Terry Rossio and directed & produced by Ron Clements & John Musker

The name of your organization must be billed in the form specified above, including the words "Production of" below your billing, which shall be visually contiguous with the title, all so that the audience is informed that you are the producer. Your billing shall be no less than 50% of the size of the logo or artwork title, as measured by the proportion of the average size of their names to the largest letter in the logo or artwork title. The size of credits to the authors shall be no less than 20% of the artwork or logo title as measured by the proportion of the average size of their names to the largest letter in the logo or artwork title.

The size of credits to the authors shall be no less than 20% of the artwork or logo title as measured by the proportion of the average size of their names to the largest letter in the logo or artwork title.

The following credits shall be included in the program on the title page, and shall be no less than 40% of the regular title, and if there is no regular title, then no less than 16% of the logo or artwork title, and in all events 80% of the size of the credit to the authors:

Aladdin JR. is based on the 2014 Broadway production of *Aladdin*, produced by Disney Theatrical Productions and directed and choreographed by Casey Nicholaw.

Original Broadway Orchestrations by Danny Troob

Original Broadway Incidental Music & Vocal Arrangements by Michael Kosarin

Original Broadway Dance Arrangements by Glen Kelly

Aladdin JR. Music Adapted and Arranged by Aron Accurso

Aladdin JR. Script Adapted by Ken Cerniglia

MTI Credit

R CHINSDALE ELEMENTARY SCHOOL - DISNEY'S ALADDIN JR.

Please read and print the appropriate way to credit MTI.

Program/Poster/Advertising Credits for MTI:

MTI Billing

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

DISNEY'S ALADDIN JR.

Is presented through special arrangement with Music Theatre International (MTI).

All authorized performance materials are also supplied by MTI.

423 West 55th Street, New York, NY 10019

Phone: 212-541-4684 Fax: 212-397-4684

www.MTIShows.com

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

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6. All other provisions, terms and conditions of the License Agreement shall continue in full force and effect.

BY CHECKING THIS BOX, I AGREE TO ALL TERMS OF THIS LIMITED HOME USE VIDEO RECORDING PERMISSION



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