

Issue Paper

DATE:

7/16/2024

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract with Turkey Foot Middle School Drama Club and Music Theatre International to perform the production of Music Man Jr. The musical will be produced by the Turkey Foot Drama Club in the Spring of 2025.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Each year the Turkey Foot Middle School Drama Club performs a musical for students, parents, and the community. This license will permit the Turkey Foot Drama Club to perform the show, purchase the actor's books, director's guide, and musical score.

FISCAL/BUDGETARY IMPACT:

\$750 to be paid by the Turkey Foot Middle School Drama Club Activity Account.

RECOMMENDATION:


Approval to execute the contract with Turkey Foot Middle School Drama Club and Music Theatre International to perform the production of Music Man Jr. The musical will be produced by the Turkey Foot Drama Club in the Spring of 2025.

CONTACT PERSON:

Matt Moore, Director of District Wide Programs


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.

Your MTI Rep: **ROSEANNE GEORGE**
 Your MTI Account Number: **0042890**
 Contract Number: **9908542**

Licensee:

TURKEY FOOT MIDDLE SCHOOL
C/O: ALISON PEENO
3230 TURKEYFOOT RD.
EDGEWOOD, KY 41017

TELE#: FAX:
E-MAIL: alison.peeno@kenton.kyschools.us

Contract Issue Date: 07/10/24
Contract Expiration Date: 08/21/24
Valid For Performances From:
Actual Performance Dates: 03/27/25 - 03/29/25
MTI Access Code: MUS3166632

PRODUCTION CONTRACT for **THE MUSIC MAN JR**
CONTRACT PROVISIONS:

ALL PERFORMERS MUST BE IN THE 9TH GRADE AND UNDER. THIS LICENSE INCLUDES THE RIGHTS FOR UNLIMITED PERFORMANCES WITHIN *ONE* YEAR AS RECORDED IN THE DATES ABOVE.

AMOUNT ENCLOSED

SHOWKIT™ (See *Additional Materials Order Form* for a list of ShowKit™ contents)

Royalty. \$ 139.00

Non-Refundable Materials Fee \$ 556.00

SHOWKIT SHIPPING (Rush Delivery available for \$90.00 in U.S.): \$ 45.00

Rush Delivery available in Canada for \$115.00. Canadian Shipments are by most efficient carrier, unless otherwise instructed.

SALES TAX (where applicable): \$ _____

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

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

PAYMENT

- CHECK or MONEY ORDER** (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)
- CREDIT CARD:** (circle one) **VISA MASTERCARD AMERICAN EXPRESS**
- Card Number: _____ Expiration Date: _____
- Name on card: _____ Billing Postal Code: _____
- Signature: _____ Amount: _____
- PURCHASE ORDERS:** For schools and government agencies only, a signed, authorized purchase order is acceptable payment.

SHIPPING

Shipping Address: _____
 (No P.O. Boxes) _____
 City: _____ State/Province: _____ Zip/Postal Code: _____

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

ACCEPTANCE

ShowKits™ are non-transferable and non-refundable.
With this contract you are agreeing to produce THE MUSIC MAN JR
By signing below, you agree to the terms and conditions set forth in the Dramatic Performing Rights License.

Print Your Name: _____ Title: _____
 Authorized Signature: _____ Date: _____
 Email: _____ Day Phone: () _____

PLEASE COMPLETE, SIGN AND RETURN ONE (1) COPY OF THIS PRODUCTION CONTRACT WITH FULL PAYMENT. BE SURE TO RETURN THE ADDITIONAL RESOURCES ORDER FORM AND/OR RIDER(S) IF APPLICABLE.

Your MTI Rep: **ROSEANNE GEORGE**
 Your MTI Account Number: **0042890**
 Contract Number: **9908542**

Licensee:

TURKEY FOOT MIDDLE SCHOOL
 C/O: ALISON PEENO
 3230 TURKEYFOOT RD.
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AMOUNT ENCLOSED	
SHOWKIT™ (See Additional Materials Order Form for a list of ShowKit™ contents)	
Royalty.....	\$ <u>139.00</u>
Non-Refundable Materials Fee	\$ <u>556.00</u>
SHOWKIT SHIPPING (Rush Delivery available for \$90.00 in U.S.):	\$ <u>45.00</u>
<small>Rush Delivery available in Canada for \$115.00. Canadian Shipments are by most efficient carrier, unless otherwise instructed.</small>	
SALES TAX (where applicable):	\$ _____
ADDITIONAL MATERIALS TOTAL (from Additional Materials Order Form — please attach):	\$ _____
TOTAL AMOUNT ENCLOSED (Payable in U.S. Funds):	\$ _____

PAYMENT

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

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

Card Number: _____ Expiration Date: _____

Name on card: _____ Billing Postal Code: _____

Signature: _____ Amount: _____

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

SHIPPING

Shipping Address: _____

(No P.O. Boxes) _____

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

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 With this contract you are agreeing to produce THE MUSIC MAN JR
 By signing below you agree to the terms and conditions set forth in the Dramatic Performing Rights License.

Print Your Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Email: _____ Day Phone: (____) _____

PLEASE COMPLETE, SIGN AND RETURN ONE (1) COPY OF THIS PRODUCTION CONTRACT WITH FULL PAYMENT. BE SURE TO RETURN THE ADDITIONAL RESOURCES ORDER FORM AND/OR RIDER(S) IF APPLICABLE.

STANDARD MATERIALS

Your MTI Rep: **ROSEANNE GEORGE**
Your MTI Account Number: **0042890**
Contract Number: **9908542**

YOUR SHOWKIT™ WILL CONSIST OF THE FOLLOWING:

30 ACTOR'S BOOK

1 DIRECTOR'S GUIDE

1 PIANO VOCAL SCORE

1 CHOREOGRAPHY VIDEOS DIGITAL

1 DOWNLOADABLE RESOURCES AND MEDIA

1 GUIDE VOCAL AND PERF TRACKS DIGITAL

ADDITIONAL MATERIALS

ADDITIONAL MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.

To order, simply indicate the quantity of each item you would like and add the Grand Total to the Confirmation Page of this Production Contract.

ITEM	QUANTITY	COST EACH	TOTAL
ADDITIONAL MATERIALS			
ACTOR'S BOOK	_____	x \$ 10.00=	\$ _____
DIRECTOR'S GUIDE	_____	x \$ 100.00=	\$ _____
PIANO VOCAL SCORE	_____	x \$ 40.00=	\$ _____
THEATRICAL RESOURCES			
ACTOR'S BOOK TENPACK	_____	x \$ 75.00=	\$ _____
CHOREOGRAPHY VIDEO GUIDES	_____	x \$ 395.00=	\$ _____
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=	\$ _____
SCENIC PROJECTIONS	_____	x \$ 495.00=	\$ _____
SCENIC PROJECTIONS PRO	_____	x \$ 1,795.00=	\$ _____
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=	\$ _____

Add total for all items here.

ADDITIONAL MATERIALS TOTAL

\$ _____

ADDITIONAL MATERIALS SHIPPING

\$ _____

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

Add'l Materials Total	Standard	Rush	Add'l Materials Total	Standard	Rush
\$1 - \$100	\$15.00	\$44.00	\$401 - 500	\$31.00	\$120.00
\$101 - \$200	\$19.00	\$60.00	\$501 - 600	\$35.00	\$140.00
\$201 - \$300	\$23.00	\$80.00	\$601 - 700	\$39.00	\$160.00
\$301 - \$400	\$27.00	\$100.00	\$700 and up	go to mtishows.com/ship	

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

SALES TAX (where applicable):

\$ _____

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

\$ _____

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

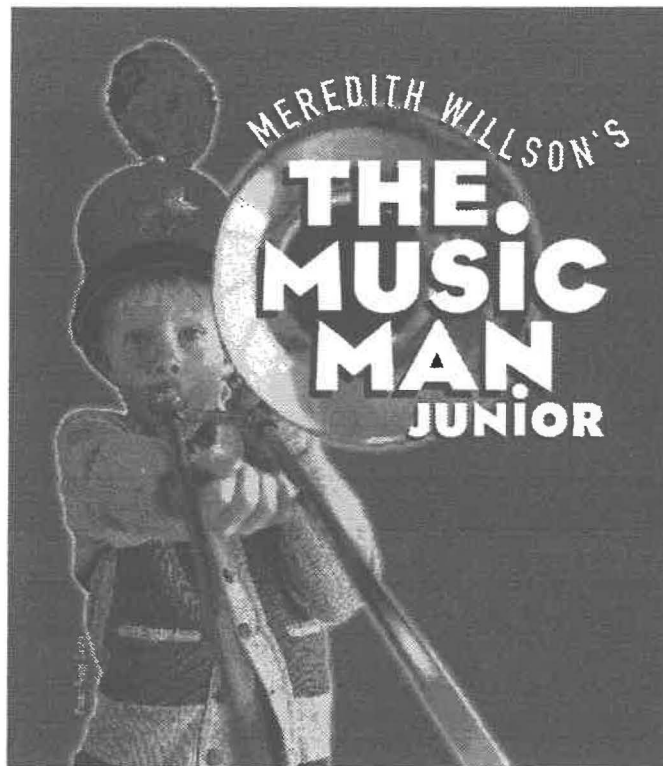
*** For shows offering Customized Poster, the purchase of a Customized Poster requires purchase of Logo Pack. If you order a Customized Poster without ordering a Logo Pack, a Logo Pack (at \$75) will automatically be added to your order. ***

AUTHOR BILLING - MEREDITH WILLSON'S THE MUSIC MAN JUNIOR

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.

Production of



Music and Lyrics by **Meredith Willson**

Book by **Meredith Willson and Franklin Lacey**

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

MTI BILLING CREDIT

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

THE MUSIC MAN JR

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

VIDEOTAPING WARNING

This license does NOT grant you the right** to make, use and/or distribute a mechanical recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, audiocassette, videotape, film, CD, DVD and other digital sequencing. You agree to inform all parents, students and attendees of the above prohibitions against recording the show By means of both a program note and a pre-show announcement.

In compliance with the above condition, you **MUST** include the following warning in your program:

The videotaping or other video or audio recording of this production is strictly prohibited.

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

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

DRAMATIC PERFORMING RIGHTS LICENSE

YOUR SIGNATURE IN THE ACCEPTANCE SECTION OF THE PRODUCTION CONTRACT WILL ACKNOWLEDGE THAT:

- a) you have read and understood the terms, conditions and provisions set forth below;**
- b) you are authorized to enter into the Dramatic Performing Rights License on behalf of Licensee; and**
- c) you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.**

1. Your authorized materials will consist of the nonrefundable items, as listed on the Standard Materials page, for your cast to keep.
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.

MTI CONTRACT CHECKLIST

Before sending anything back to MTI, make sure you have completed all of the following steps!

Be sure to fill out:

- The **Additional Materials Order Form**, if applicable
- Transfer the total from Additional Materials to the **Production Contract**
- The "Total Amount Enclosed" on the **Production Contract**
- The Payment information completely on the **Production Contract**

Return the following completed forms, where applicable:

- The **Additional Materials Order Form**
- The **Limited Home Use Video Recording Permission** form
- The **Limited Streaming License**
- A copy of your **Purchase Order** (schools and government agencies only)

Complete, sign, and return ALL of the following:

- The **Production Contract** including:
 - Completed "Total Amount Enclosed"
 - Completed Payment information
- **FULL Payment**

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

MTI ENTERPRISES INC.

2 Business name/disregarded entity name, if different from above.

dba MUSIC THEATRE INTERNATIONAL

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor C corporation S corporation Partnership Trust/estate

LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

5 Address (number, street, and apt. or suite no.). See instructions.

423 W 55th STREET FLOOR 2

6 City, state, and ZIP code

NEW YORK, NY 10019

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

			-						
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or

Employer identification number

1	3	-	2	9	7	6	4	6	8
---	---	---	---	---	---	---	---	---	---


Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person  Date **4/16/24**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they