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Issue Paper

DATE:

October 15, 2024

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract with Dixie Heights High School and Concord Theatricals to perform the production of "Ken Ludwig's Midsummer/Jersey" in March of 2025. The show will be produced by the Dixie Drama Department.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Each year the Dixie Drama Department produces and performs a variety of shows including, but not limited to, first run Broadway shows. In the past shows have been performed for several sold out houses. In March of 2025, Dixie Drama would like to perform "Ken Ludwig's Midsummer/Jersey".

FISCAL/BUDGETARY IMPACT:

\$728.95 to be paid from the Dixie Drama Department. The Concord production costs will include production rights, scripts and production materials. Proceeds from ticket sales will benefit the Dixie Drama Department.

RECOMMENDATION:

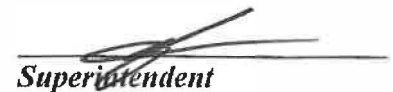
Approval to contract with Dixie Heights High School and Concord Theatricals to perform the production of "Ken Ludwig's Midsummer/Jersey" in March of 2025. The show will be produced by the Dixie Drama Department.

CONTACT PERSON:

Roddy Stainforth/Teresa Catchen/Alex Koenig


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.

CONCORD THEATRICALS

PLAY AGREEMENT

CT Rep: K12 Licensing
Request #: 590588
Acct #: 101-009-137811

10/15/2024

Dear Alex,

Thank you for your interest in producing a Concord Theatricals title!

Please note, this agreement is *not* a license to perform until Concord Theatricals receives the signed agreement and payment as specified herein. This agreement must be signed and fees due on signing, if any, 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 any fees due on signing as specified 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 Concord Theatricals play. The document includes:

1. Performance Agreement & Fees
2. Terms and Conditions
3. Concord Theatricals Licensing Checklist

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

Once your full 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.

Note: Please review the script fees section of this agreement to determine whether scripts (i.e., Acting Edition) were previously selected during license application. If script fees are not included, they must be purchased separately from www.concordtheatricals.com.

Best wishes for a successful production!

K12 Licensing
Concord Theatricals Licensing Department
k12@concordtheatricals.com

concord
theatricals

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

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

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PERFORMANCE AGREEMENT (AMATEUR PLAY)

In order to protect both our authors' rights and our producers' interests Concord Theatricals has adopted a policy to void performance licenses that have not been executed within ninety (90) days from the date this Performance Agreement was issued. Additionally, for those licenses of \$5,000 or GREATER, twenty-five percent (25%) of the total license fee must be paid within ninety (90) days of the date of this Performance Agreement. If a signed copy of this Agreement, along with any partial payment of this performance license due, 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 two (2) weeks 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 10/15/2024 (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 ("Concord Theatricals") and Dixie Heights High School ("Licensee" or "you"):

Producing Organization Details:

[Customer #] 101-009-137811
[Address] 3010 Dixie Highway
[City] Covington
[State] KY
[ZIP] 41017
[Country] United States
[Website]

Applicant / Contact:

[Contact] Alex Koenig
[Email] alex.koenig@kenton.kyschools.us
[Phone] 859-341-7650

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

Property Title:

"Ken Ludwig's Midsummer/Jersey"

By ("Author(s)"):

Ken Ludwig

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

Venue: Dixie Heights High School
3010 Dixie Highway,
Edgewood, KY, 41017

Total Number of Seats Per Performance: 300
Expected Attendance Per Performance: 100
Ticket Prices from: \$ 5 to \$ 5.

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PLAY AGREEMENT

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Performance Dates: **03/26/2025 – 03/29/2025** for a total of **4** performances.
Restrictions (if applicable):

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.”

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 520.00
TOTAL			USD 520.00

If the TOTAL is \$5,000 or MORE:

- 25% of Total fees (as detailed above) are due in full within ninety (90) days of the Effective Date of this Agreement.
- 75% of Total fees (as detailed above) are due in full no later than two (2) weeks prior to the first scheduled Performance Date.

If the TOTAL is LESS than \$5,000:

- 100% of Total fees (as detailed above) are due in full no later than two (2) weeks prior to the first scheduled Performance Date.

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.

Script Fees

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concordtheatricals.com

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If the table below is empty, then scripts weren't selected in the licensing application and must be purchased separately. To purchase scripts for your production, visit www.concordtheatricals.com.

This is only an estimate, a copy of the script invoice, **11110118**, has been emailed to you separately.

Description	Script Fees
1 Stage Manager, 16 Acting Edition	USD 195.15
Tax (if applicable)	USD 0
Shipping (if applicable)	USD 13.80

TOTAL ON INVOICE: 11110118	USD 208.95
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Your Requested Delivery Date:
12/20/2024

- 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. If any payment of fees is required at time of signing under the terms of the agreement, they 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/>

TERMS AND CONDITIONS

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1. **Grant.** Concord Theatricals 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 Concord Theatricals, which may be withheld in Concord Theatricals' sole and absolute discretion. Concord Theatricals 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 Concord Theatricals (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 **Concord Theatricals 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 Concord Theatricals) in not less than 10-point type:

"Ken Ludwig's *Midsummer/Jersey*" is presented by arrangement with Concord Theatricals on behalf of Samuel French, Inc.
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:

Title:	Author Credits:
"Ken Ludwig's <i>Midsummer/Jersey</i> "	Ken Ludwig's (75%) MIDSUMMER/JERSEY (100%)

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.

Title:	Production Credits:
"Ken Ludwig's <i>Midsummer/Jersey</i> "	

Title:	Bio Requirement:
"Ken Ludwig's <i>Midsummer/Jersey</i> "	The Producer is required to include in their program the most up-to-date bio for the Playwright. This may be found on the Author's page of the Concord Theatricals website at: https://www.concordtheatricals.com/a/323/ken-ludwig

2.4 **Production Date Changes/Cancellation.** Licensee will PROMPTLY notify Concord Theatricals 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 Concord Theatricals. 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 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 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.

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

3. **Execution of Agreement.** This Agreement shall be effective upon receipt by Concord Theatricals of (a) this Agreement signed by the Licensee and (b) if total licensing fee is \$5,000 or greater, payment of twenty-five percent (25%) of the fees 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. **Payment.**

4.1. **Less Than \$5,000.** Where the total fee is less than \$5,000, one hundred percent (100%) of all licensing fees are due no later than two (2) weeks prior to the first scheduled Performance Date under this Agreement.

4.2. **\$5,000 or More.** Where the total fee is \$5,000 or greater, the outstanding balance of the total licensing fees (seventy-five percent (75%)) is due no later than two (2) weeks prior to the first scheduled Performance Date under this Agreement.

4.3. Payment for all performances must be received in full. Payment may be made by check, credit card or check/ACH payment. Please refer to attached invoice for fee details.

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 Concord Theatricals as set forth in this Agreement are paid in full.

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 Concord Theatricals.

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 Concord Theatricals 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 Concord Theatricals, no such performances may take place.

5.7 Licensee will present the Property using the Approved Production Script (as defined in Section 5.16 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 Concord Theatricals. 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 Concord Theatricals, 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.

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5.8 An approved logo and other promotional and marketing materials for the Property may be available from Concord Theatricals. 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 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 Concord Theatricals, 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, the foregoing shall not apply to use of the music included in the Property for which sheet music or audio tracks is provided by Concord Theatricals.

5.14 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 Concord Theatricals. Concord Theatricals shall notify Licensee in writing no later than thirty (30) days before the first performance hereunder if Concord Theatricals elects to use such program space, and shall provide Licensee with applicable files at the time of such notification. If Concord Theatricals does not provide Licensee with timely notice, Licensee shall have no obligation to reserve such program space.

5.15 Licensee agrees to reserve two (2) complimentary tickets for each performance of the Property hereunder for the use of Concord Theatricals, the Author(s) and the owners of the Property. Concord Theatricals 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 Concord Theatricals with two (2) copies of the program for its production of the Property upon request by Concord Theatricals.

5.16 "Approved Production Script" is defined as the version or draft of the script 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 via 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 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 Concord Theatricals, 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 Concord Theatricals, 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.

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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 Concord Theatricals 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 Concord Theatricals in addition to any other rights or remedies that Concord Theatricals 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 Concord Theatricals, the Author(s) and/or the other copyright-owner(s) of the Property might have at law or equity, Licensee agrees that Concord Theatricals 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 Concord Theatricals 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 Concord Theatricals 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 Concord Theatricals.

10. **Revocation.** Concord Theatricals 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 Concord Theatricals 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

Title	Additional Riders
Ken Ludwig's Midsummer/Jersey	

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.

CONCORD THEATRICALS PLAY AGREEMENT

CT Rep: K12 Licensing
Request #: 590588
Acct #: 101-009-137811

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.
- ☐ If your TOTAL licensing fees are \$5,000 or MORE: pay 25% of your total licensing fees.
- ☐ Communicate any changes (dates, venue, etc.) to your licensing rep via email.
- ☐ Review the script fees section of this agreement to determine whether scripts were previously selected during the license application. If script fees are not included, scripts must be purchased separately. To purchase scripts and supplemental materials visit concordtheatricals.com.

And...

- ☐ Set yourself a reminder to pay any outstanding fees at least 2 weeks before your first performance.

Break a leg on your production!

Sincerely,
Concord Theatricals