

DATE:

12/11/24

AGENDA ITEM (ACTION ITEM):

Consider/Approve the musical agreement with JW Pepper: Junior Musical Showkits to grant permission for students to perform the musical, Annie Junior, for the school and community at Twenhofel Middle School in the spring semester of 2025.

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 \$800 will come from the chorus budget.

RECOMMENDATION:

Approval the musical agreement with JW Pepper: Junior Musical Showkits to grant permission for students to perform the musical, Annie Junior, for the school and community at Twenhofel Middle School in the spring semester of 2025.

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.*



Contract #: 43163471

DRAMATIC PERFORMING RIGHTS LICENSE for
ANNIE JUNIOR

By signing below, You the undersigned ("You" or "Your"), hereby agree to perform this musical show, using the authorized ShowKit™ from MTI's Broadway Junior Collection® (the "ShowKit™") provided in conjunction with the issuance of this license:

School: Twenhofel Middle School Principal: Caroline Capal
Teacher: Sherry Clark Teacher E-mail: sherry.clark@kenton.kyschools.us
School Address: 11846 Taylor Hill Rd. City: Independence ST/Prov: KY Zip/PC: 41051
School Telephone: 859-356-5559 School Fax: 859-356-1137

Your ShowKit™ includes the following materials: (30) Actor's Scripts (script & music)

(1) Director's Guide (including logo pages, production handbook, script, etc.) • (1) Piano/Vocal Score

Digital Items include: Accompaniment Tracks / Guide Vocal Tracks / Choreography Videos / Family Matters Files

YOU AGREE TO BE SUBJECT TO AND BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS:

1. You shall have unlimited rights to perform this play during the 12-month period **01/07/2025 to 01/07/2026**.
In any event, it is a violation of this license and copyright laws to use ShowKit™ Materials in part or in whole past license date. You agree that: [a] ticket prices for any performance of the show shall not exceed \$10.00 per ticket, and [b] no performances 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.
2. The performance rights granted by this license apply only to the school named above through special arrangement with Music Theatre International, exclusive licensing agents for live stage performances of this play.
3. _____ (PLEASE INITIAL) You affirm You represent an accredited school and affirm that this play will be performed solely by Your students enrolled in ninth grade and under.
4. The student libretto/vocal books are to be distributed to the performers and are theirs to keep.
5. All advertising such as posters and program covers must include the show logo as provided in the ShowKit™ Director's Guide. You will not make or sell merchandise bearing this logo, with the exception of tee shirts if purchased from Music Theatre International. You will inform the parents and students that they are also bound by this prohibition.
6. You understand that this play is fully protected by 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 will perform this show from MTI's Broadway Junior Collection® **exactly** as it has been provided to You in the ShowKit™ materials and You will not add or delete any music or lyrics, alter any music or lyrics or make changes of any kind in the text of the play, including changes to the characters and characterizations.
 - You will not reproduce, post or electronically transmit on the Internet, rent or sell any of the materials contained in the ShowKit™. However, to aid in the rehearsal of Your junior production, You do have permission to make limited individual practice tapes from the performance CD to provide to some students as needed which may contain up to a maximum of three (3) songs per each student. Such tapes may not be otherwise disseminated in any way.
 - Recording: 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 digital sequencing. You, on behalf of the undersigned school, assume full responsibility for informing all parents, students and attendees of the above prohibitions by means of both a program note and pre-show announcement.**

****PLEASE NOTE that there is a limited video license available for this title for a licensing fee of \$75.00 (see cover page)**

SHOWKITS™ ARE NON-TRANSFERABLE AND NON-REFUNDABLE.

AGREED TO AND ACCEPTED BY:

Print Your Name: _____ Title: _____

Your Signature: _____ Date: _____