

| It's about ALL kids.

Issue Paper

DATE:

May 5, 2026

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract with Music Theatre International (MTI) and the Dixie Heights Drama Department to produce and perform the amateur production of Freaky Friday

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 2027, Dixie Drama would like to perform Freaky Friday.

FISCAL/BUDGETARY IMPACT:

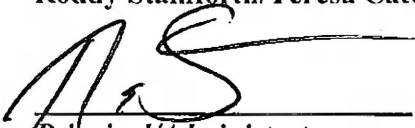
All expenses and costs for the show production will be paid from the Dixie Drama Department. Expenses, estimated at \$4675.00, will include the rights to the show, props, costumes, sets, lighting, makeup, advertising, etc. Proceeds from ticket sales will benefit the Dixie Drama Department.

RECOMMENDATION:

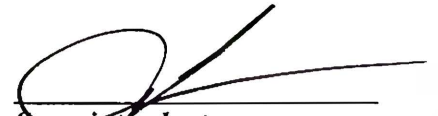
Approval to contract with Music Theatre International (MTI) and the Dixie Heights Drama Department to produce and perform the amateur production of Freaky Friday

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.

CONTRACT CHECKLIST

Read through your contract, then **COMPLETE, SIGN, and RETURN** the following:

▶ **CONTRACT CONFIRMATION Page**

• **Fill in the following:**

- Number of Performances (*first blank line on Contract Confirmation*)
- Royalty per Performance (*second blank line on Contract Confirmation*)
- Additional Rental costs (*if any*)
- Grand Total of Additional Materials (*from Additional Materials page, if ordering*)

• **Include Payment:**

- Check or Money Order (no personal checks)
OR Credit Card information with signature
OR Purchase Order (only for schools and government agencies)
- The \$400 security fee *must* be paid by Credit Card, Check or Money Order

▶ **ADDITIONAL MATERIALS Page**— if ordering (*optional*)

▶ **ADDITIONAL ORCHESTRATION Page**— if ordering (*optional*)

▶ **VIDEO LICENSE, if available, and \$75 fee** — if ordering (*optional*)

▶ **Any other Contract Riders that require signature**

ADDITIONAL NOTES

TO POSTPONE OR CANCEL A SHOW:

- Log into your MyMTI account at <https://account.mtishows.com>
- Click on *Change Booking*

To Postpone: Select your new dates and click *Submit*

You will receive an email confirmation including a summary of your requested changes

To Cancel: Select *I'd Like to Cancel My Booking* and click *Submit*

Once your request is processed, you will receive an email confirmation and you'll be able to access your invoice through your MyMTI account by clicking *Booking Details*, and then select *My Invoice*

MULTIPLE ORCHESTRATIONS: For shows with multiple Orchestrations, you may order additional parts only for the Orchestration you selected on the Contract Confirmation page.

FINAL SALES TAX AND SHIPPING FEES: Final Sales Tax and Shipping Fees can only be determined after Contract and security deposit have been processed.

HOW TO RETURN YOUR CONTRACT:

- By Email: Scan and email your signed Contract, with payment information, to your licensing representative
- By Mail: Sign and mail your Contract, with payment information, to:

Music Theatre International
423 West 55th Street
New York, NY 10019

Please read through the entire Contract to ensure proper compliance with the terms of your agreement with MTI.

*The Licensing FAQ/Guidelines and Contract Checklist are provided for information only
and are not part of the MTI Production Contract*

MTI PRODUCTION CONTRACT

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 7132428 Printed on: 05/04/26

Licensee:

DIXIE HEIGHTS HIGH SCHOOL
ATTN.: ALEX KOENIG
3010 DIXIE HIGHWAY
FT. MITCHELL, KY 41017

TELE#: 859-341-7650 X114 FAX:
E-MAIL: alex.koenig@kenton.kyschools.us

Contract Issue Date: 06/05/26
Contract Expiration Date: 06/15/26
Valid For Performances From: 03/27/27 - 03/27/27
MTI Access Code: FRE4572942

THIS IS A LICENSE FOR AN AMATEUR PRODUCTION OF:
FREAKY FRIDAY

SPECIAL CONDITIONS

ROYALTY

ROYALTY A) \$375.00 For Each Regular, Benefit or Other Performance
Provisions: Regular Performance
Seating Limited to 250 per Performance
Tickets @ 10.00

SECURITY FEE

\$400.00 to be refunded following the safe, timely return of the rented material to us, less handling/shipping/
missing materials/brokerage fees, late charges and/or any outstanding account obligations.

RENTAL FEE

\$745.00 for a standard set of materials or any part thereof
Provisions:

See attached ADDITIONAL MATERIALS page for a complete list of all materials included in the Standard Rental Set.

The Standard Rental Set (see attached) is the ONLY acting edition authorized by the Authors and MUST be rented from us as a condition of this offering.

If the rental materials are needed in advance of the standard two-month rental period, they may be rented for \$400.00 extra each month or part thereof, pending availability.

CONTRACT CONFIRMATION

COMPLETE AND RETURN TO MTI

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 7132428 Printed on: 05/04/26

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: DIXIE HEIGHTS HIGH SCHOOL
Name of Show: FREAKY FRIDAY
Name and address of performance space/venue: DHHS THEATER
3010 DIXIE HIGHWAY, EDGEWOOD, KY 41017

Date(s) of performance(s): 03/24/2027 - 03/27/2027 Offer Expires: 06/15/2026
Please list number of performances for each calendar month: _____

SHIP WITH: Standard Orchestration Alternate Orchestration Partial No Orchestration
(check one) (if "Partial," you MUST mark the required parts on the ORCHESTRATION DETAIL sheet, and return a copy with your signed contract.)

ROYALTY: Royalty A for ___ performance(s) @ \$ 375.00 per performance, a total of \$ _____

RENTAL: \$745.00 for a standard set of materials or any part thereof \$ 745.00

ADDITIONAL RENTAL (Outside of the standard two (2) month period). \$100 per week X ___ weeks \$ _____

SECURITY FEE: Your security fee MUST be paid in full by check, credit card or money order (No Purchase Orders accepted) in order to process your license. Failure to do so may result in a delay in the processing of your license. \$ 400.00

ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page): \$ _____

SALES TAX (where applicable): \$ _____

TOTAL: \$ _____

TOTAL AMOUNT ENCLOSED: \$ _____

BALANCE REMAINING: \$ _____

SHIPPING

You will be billed for all shipping charges.
Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: (check one) OVERNIGHT 3-DAY GROUND (up to 7 days)
If no shipping method is selected, shipment will be by FedEx Ground Service

Shipping Address: _____
(NO P.O. BOXES) _____
City: _____ State: _____ Zip/Postal Code: _____

PAYMENT

ALL PAYMENTS MUST BE MADE IN U.S. FUNDS

CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)
 CREDIT CARD: VISA MASTERCARD AMERICAN EXPRESS
Card Number: _____ Exp. Date: _____
Name on Card: _____ Billing Postal Code: _____
Signature: _____ Amount: _____

*PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK

PURCHASE ORDER: For schools and government agencies ONLY, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. YOU MUST STILL return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

ACCEPTANCE

By signing below, you agree that (i) you have read and understand the terms and conditions of this Production Contract, the accompanying Performance License and all attached riders, which are incorporated by reference into the Performance License and (ii) Licensee shall abide by the terms and conditions contained therein.

PRINT YOUR NAME _____ TITLE _____
AUTHORIZED SIGNATURE _____ DATE _____
EMAIL _____ DAY PHONE _____

CONFIRM 0 13r

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

STANDARD RENTAL SET

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 7132428 Printed on: 05/04/26

The rental fee includes the materials below and, when applicable, a full OR partial set of the standard OR alternate orchestration. The rental fee will not change if no orchestrations are ordered.

YOUR STANDARD RENTAL SET WILL INCLUDE:

- 1 KEYBOARD1 - CONDUCTOR SCORE
- 25 LIBRETTO/VOCAL BOOK
- 1 PIANO VOCAL SCORE

ORCHESTRATION

STANDARD ORCHESTRATION

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 7132428 Printed on: 05/04/26

Below is a detailed list of all orchestra parts available for this title, along with doublings and other instrumentation notes. If you wish to order additional parts, mark the number of additional parts for each instrument, and return this page with your Contract Confirmation page and include the total number of additional parts on the Additional Materials form.

STANDARD ORCHESTRATION

| <u>BOOKS INCLUDED</u> | <u>ADDITIONAL REQUESTED</u> | <u>INSTRUMENT</u> | <u>DOUBLINGS</u> |
|-----------------------|-----------------------------|-------------------|------------------|
| 1 | _____ | BASS | |
| 1 | _____ | CELLO | |
| 2 | _____ | DRUMS | |
| 1 | _____ | GUITAR | |
| 1 | _____ | KEYBOARD 2 | |
| 1 | _____ | REED | |
| 1 | _____ | TRUMPET | |
| 1 | _____ | VIOLIN | |

ADDITIONAL MATERIALS

Your MTI Rep: ROSEANNE GEORGE
 Your MTI Account Number: 0037816
 Contract #: 7132428 Printed on: 05/04/26

ADDITIONAL STANDARD SET 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 this Total to the Grand Total on the following page to the Confirmation Page of this Product on Contract.

| ITEM | QUANTITY | COST EACH | TOTAL |
|--|----------|------------|------------|
| ADDITIONAL MATERIALS | | | |
| KEYBOARD1 - CONDUCTOR SCORE (Replacement Fee \$120.00) | _____ | x \$ 30.00 | = \$ _____ |
| LIBRETTO/VOCAL BOOK (Replacement Fee \$25.00) | _____ | x \$ 6.25 | = \$ _____ |
| PIANO VOCAL SCORE (Replacement Fee \$80.00) | _____ | x \$ 20.00 | = \$ _____ |
| ADDITIONAL ORCHESTRA PARTS (Replacement Fee \$60.00) (Attach ORCHESTRATION sheet with additional parts required marked - list total quantity of parts above) | _____ | x \$ 15.00 | = \$ _____ |

STANDARD SET MATERIALS TOTAL (add this total to Grand Total on next page) \$ _____
 You MUST return this form along with your contract to receive materials.

***See Vendor Pricing following the next page for pricing information

ADMATSS 1

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL STANDARD SET MATERIALS

ADDITIONAL MATERIALS

Your MTI Rep: ROSEANNE GEORGE
 Your MTI Account Number: 0037816
 Contract #: 7132428 Printed on: 05/04/26

THEATRICAL RESOURCE MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.
 To order: Indicate the quantity of each item you would like and add the Grand Total of your entire
 Additional Materials order to the Confirmation Page of this Production Contract

| ITEM | QUANTITY | COST EACH | TOTAL |
|--|----------|-------------|------------|
| THEATRICAL RESOURCES | | | |
| CHOREOGRAPHY VIDEO GUIDES | _____ x | \$ 395.00 | = \$ _____ |
| CUSTOMIZABLE SHOW POSTERS AND ARTWORK | _____ x | \$ 175.00 | = \$ _____ |
| DIGITAL SCRIPT & PIANO/VOCAL SCORE | _____ x | \$ 199.00 | = \$ _____ |
| FULL SCORE ACT 1 (Replacement Fee \$200.00) | _____ x | \$ 50.00 | = \$ _____ |
| FULL SCORE ACT 2 (Replacement Fee \$200.00) | _____ x | \$ 50.00 | = \$ _____ |
| HOW DOES THE SHOW GO ON? | _____ x | \$ 21.00 | = \$ _____ |
| LOGO PACK DIGITAL | _____ x | \$ 75.00 | = \$ _____ |
| PERFORMANCE ACCOMPANIMENT RECORDING (PERFORMANCE & REHEARSAL) | _____ x | \$ 750.00 | = \$ _____ |
| REFERENCE RECORDING | _____ x | \$ 20.00 | = \$ _____ |
| PERFORMANCE ACCOMPANIMENT RECORDING (REHEARSAL ONLY) | _____ x | \$ 350.00 | = \$ _____ |
| REHEARSCORE APP | _____ x | \$ 350.00 | = \$ _____ |
| SCENIC PROJECTIONS | _____ x | \$ 850.00 | = \$ _____ |
| SCENIC PROJECTIONS PRO | _____ x | \$ 1,795.00 | = \$ _____ |
| VIDEO LICENSE | _____ x | \$ 75.00 | = \$ _____ |
| 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 | = \$ _____ |
| KEYBOARDTEK *** | | | |
| ORCHEXTRA *** | | | |
| TRANSPPOSITIONS-ON-DEMAND *** | | | |

Add total for all items here

Standard Set Additional Materials Total (from previous page) \$ _____

Theatrical Resource Additional Materials Total \$ _____

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

You MUST return this form along with your contract to receive materials.

*** See next page for pricing information

➤ For shows offering Customized Poster, the purchase of a Customized Poster and/or Social Media Marketing Kit requires purchase of a 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.

ADMAT11 2

RETURN THIS PAGE IF ORDERING ADDITIONAL MATERIALS

ADDITIONAL MATERIALS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 7132428 Printed on: 05/04/26

A NOTE ABOUT ADDITIONAL MATERIALS

The following guide will help you determine the price of available Additional Materials for your show.

Note: Not all Additional Materials are available for every show title.

To check for availability of any Additional Materials in the show you are licensing, please see the show-specific list of Additional Materials on the previous page.

Transpositions-on-Demand (*per song title*) \$150
(complete set of orchestra parts, and piano/conductor or piano/vocal score)

KeyboardTEK (Keyboard patches & programming)
for pricing and to place an order, visit www.KeyboardTEK.com

OrchExtra® for pricing, visit. www.rms.biz

Performance Accompaniment Recordings

As requested, if you want to order Performance Accompaniment Recordings, the pricing has already been calculated for you on the previous Additional Materials page. For your convenience, a breakdown of how the cost is calculated is below:

Rehearsal only \$350

Rehearsal and Performance

Accredited schools: up to 10 performances \$750
11 or more performances (*cost per performance over 10*) \$100

All other eligible organizations:

0 – 499 seats up to 10 performances \$750
11 or more performances (*cost per performance over 10*) \$100

500+ seats up to 10 performances \$999
11 or more performances (*cost per performance over 10*) \$100

— THIS PAGE IS FOR PRICING REFERENCE ONLY —

To order available Additional Materials,
enter the price on the previous ADDITIONAL MATERIALS page

BILLING CREDITS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 7132428 Printed on: 05/04/26

SHOW BILLING CREDITS

For proper usage, refer to **Section I, Paragraphs 4 (A & B)** of the Performance License.

***** SEE BILLING RIDER *****

MTI BILLING

In accordance with the **Performance License**, all advertising materials (posters, programs, websites, etc.) **MUST** include the following credit:

FREAKY FRIDAY

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

In addition, all press releases and press kits **MUST** indicate the production is licensed by Music Theatre International.

VIDEO RECORDING WARNING

This license does NOT grant the right** to make, use 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, through physical media (e.g., film, CD, DVD, tape) or any method of digital recording or distribution. 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:

Any video and/or audio recording of this production is strictly prohibited.

**except with respect to certain titles, where a limited video license is available for \$75.00 and you have purchased that license.

CONTRACT RIDER

MTI COPY

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 7132428 Printed on: 05/04/26

ADDITIONAL LICENSING GUIDELINES AND PROVISIONS

This Rider is part of the Production Contract

1. CREDITS. You shall incorporate the following credits and comply with all size and other restrictions on the title page of all playbills and programs, and in all houseboards, displays and in all other advertising, press release and any other promotional material, except as otherwise provided below, as follows:

The (Licensee)
Production of
(50% of title)

Freaky Friday

Book by
Bridget Carpenter

Music by
Tom Kitt

Lyrics by
Brian Yorkey (50% of title)

Based on the novel *Freaky Friday* by
MARY RODGERS
and the Disney films (40% of title)

The producer billing must be 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 your name to the largest letter in the logo or artwork title. In no event may you duplicate the logo and title from any of the Disney films related to *Freaky Friday* (the "Films") or the novel by Mary Rodgers (the "Novel"), although, you separately may license the right to use the stage license logo (the "License Logo"). If Disney shall provide a License Logo to Licensee, then Licensee shall use such logo exactly as provided, including fonts. If you elect not to purchase the License Logo, then you shall submit your logo or artwork title for approval prior to any public use thereof. The credit to the Authors shall be on a single line and in a size no less than 50% of the regular title, and if there is no regular title, then no less than 20% of the logo or artwork title. The size of the credit to the author, Mary Rodgers, and to Walt Disney shall be no less than 50% in size of the Authors.

SHORTFORM BILLING FOR LEAFLETS AND CLASSIFIED ADVERTISEMENTS

(Point sizes must be in same proportion as set forth for full billing above):

The (Licensee's)
Production of

Freaky Friday

Based on the novel *Freaky Friday* by
MARY RODGERS
and the Disney films

2. ORIGINAL DESIGNS, DIRECTION AND CHOREOGRAPHY. You are prohibited from copying or otherwise using any of the costume and scenic designs, character designs, direction, choreography, artwork or other intellectual property from any other productions of the Play or the Films or the Novel, although there may be a general similarity to the character's appearances. You may not copy any of the choreography of any other productions of the Play, in whole or in part.

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:

Orchestrations by Michael Starobin & Tom Kitt
Vocal Arrangements by Carmel Dean & Tom Kitt
Dance Arrangements & Incidental Music by Tom Kitt

PERFORMANCE LICENSE

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 7132428 Printed on: 05/04/26

This Performance License (the "License"), and any Contract Riders attached to the MTI Production Contract ("Production Contract"), are incorporated by reference into the Production Contract and contain important restrictions and requirements regarding Licensee's production. Throughout this License, Music Theatre International is referred to as "MTI", "we" or "us"; the organization to which the Production Contract is issued is referred to as "Licensee" or "you"; and the individual signing on behalf of the Licensee is referred to as the "Authorized Signatory."

Please read this Performance License carefully and keep this copy for your records.

Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that:

- a) you have read and understand the terms, conditions and provisions set forth below;
- b) you are authorized to sign the Production Contract on behalf of Licensee;
- c) you agree to the terms, conditions and provisions contained herein on behalf of Licensee; and
- d) you will inform the producer(s), director(s) and creative team of Licensee's production of the terms, conditions and provisions contained in this Production Contract.

I. COPYRIGHT PROVISIONS, PRODUCTION RULES AND BILLING

Any violation of these copyright provisions shall automatically and immediately terminate the Production Contract.

1. **Rights Granted and Restrictions on Use of Replica Elements:** This Production Contract allows the public performance of the Play as represented in the rental materials provided by MTI under the following terms and conditions. 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), logos, 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 standard rental 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.
2. **Changing the Play; Casting:** Under federal law and under the terms of this Production Contract, you may not make any changes to the Play or any additional materials purchased or rented from MTI (the "MTI Rental Materials"), including but not limited to the following:
 - a. You may not add music, dialogue, lyrics, non-verbal scenes or anything to the Play as embodied in the MTI Rental Materials, including any songs or dialogue from any film version of the Play or from any other production of the Play.
 - b. You may not delete, in whole or in part, any material in the Play as embodied in the MTI Rental Materials.
 - c. You may not make changes of any kind, including but not limited to changes of music, lyrics, dialogue, sequence of songs and/or scenes, time period, setting, characters or characterizations or gender of characters in the Play.
 - d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to MTI. MTI may, in its sole discretion, seek approval for such change from the authors or other rightsholders of the Play (the "Rightsholders"). If permission for any such change is granted, such changes shall become the property of the Rightsholders without any obligation to you or any third party making such changes, and MTI may require you to enter into a work for hire agreement or copyright assignment with such third party. If MTI does not respond to a request for any changes in writing, the change shall be deemed disapproved. No such change shall be implemented in your production unless and until MTI has notified you in writing that the change is approved.
 - e. The use of makeup to alter a performer's race or ethnicity (e.g., blackface, etc.) is strictly prohibited under this Performance License. Certain titles may have additional casting requirements set forth in a separate contract rider.
 - f. You may not make any physical or digital copies of the materials provided or physically alter, amend, or change them, or digitally distribute them, without MTI's prior written permission. If such permission is granted, you agree to collect and destroy all such copies upon the completion of your production.
 - g. MTI and the Rightsholders shall not be obligated at any time to offer royalty participation or make any payment to any person whom you may hire to direct, choreograph, stage, design, furnish musical services or otherwise actualize your production unless that person has entered into a written agreement directly with the Rightsholders or MTI.
 - h. The Authorized Signatory agrees to review these copyright provisions with the director and entire creative team of your production.

PERFORMANCE LICENSE

(CONTINUED)

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 7132428 Printed on: 05/04/26

3. **Advertising/Recording/Broadcast (Audio, Video, Digital, etc.):** Except for the customary right to advertise and publicize the Play by means of print, radio, television, online and social media, including TV commercials and B-Roll (in which no radio, television or digital commercial produced by Producer shall contain excerpts from the Play in excess of 30 seconds (90 seconds in the aggregate)), this Production Contract grants no rights to record, stream or distribute the Play or any portion of it by any means whatsoever (subject to the last sentence of this Paragraph). Specifically, except as set forth in the previous sentence, this Production Contract does not grant you any right to (i) make 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) to televise, broadcast, stream, make available for download or otherwise post online or in social media or through any mobile device the Play or any portion of it. You agree to inform all audience members 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.
4. **Billing Credits and Use of Logos in Advertising and Promotion:**
 - a. **Billing:** You must bill the Play, the authors and other creative personnel in all programs, houseboards, displays, websites, advertising and publicity (print or digital) exactly as set out in the Billing Credits section of this Production Contract. Your program must also include any other required language that appears in the Billing Credits (e.g., MTI credit, video recording warning language).
 - b. **Bios:** If your program or website includes bios of any member of your creative team, you must include both (i) author bios and (ii) Music Theatre International's bio in your program. Bios may be found on our website at www.mtishows.com/bios or may be obtained by request from MTI.
 - c. **Logos:** You may not use the copyrighted logo of the Play or any logo associated with any other production or film version of the Play, unless you purchase an MTI Logo Pack featuring that logo (where available) and you pay MTI the appropriate fee, if required.
 - d. **Use of Play Title in Domain Names and Social Media:** You may not use any domain name or social media or account/handle incorporating the name of the Play without the prior written permission of MTI. If permission is granted, you must agree to assign the domain name to the Rightsholders or their duly authorized representatives.
 - e. **Program Copies:** One (1) print copy of the program for your production should be sent to MTI's Business Office (in lieu of a print version, digital copies can be emailed to licensing@mtishows.com) not later than three (3) days following the opening performance.
5. **Merchandise:** You may not create merchandise based on the Play or using the Play's title, logo, characters, lyrics or text, whether for sale or distribution, without written permission from MTI acting on behalf of the Rightsholders or their duly authorized representatives. You may sell merchandise purchased from MTI (e.g., T-shirts), where available.

II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS

1. **License Effective Date; Payments:** MTI must receive, prior to the Offer Expiration Date on the first page of the Production Contract, (i) a signed copy of the Production Contract and (ii) your security fee and any other payments that are due on execution, in U.S. funds, or your application for a license to produce the Play on the performance dates listed in the Production Contract will expire. Furthermore, MTI reserves the right to revoke the license offer at any time in its sole discretion before it has received the signed Production Contract and required payments. You will receive a confirmation from MTI when all such necessary submissions have been received and accepted (please allow approximately ten (10) business days) and at such time your Production Contract will take effect and your production will be considered licensed ("Fully Licensed"). Until such time, you agree not to advertise, announce, audition, present or sell tickets for any performances of the Play. Your license to produce the Play is conditioned on MTI receiving payment in full of all royalties, rental fees and other materials costs under this Production Contract (including payment for any ancillary productions or services purchased subsequent to the date the Production Contract was issued). (Accredited schools and government agencies only may provide a purchase order in lieu of upfront payment pursuant to Paragraph II. below). Payment in full is required before MTI will ship materials to you. In any case, if payment in full has not been received by MTI prior to the first scheduled performance date, the rights granted to you in this Production Contract will terminate and your production will be deemed to be unlicensed. You agree to pay all royalties, rental and any other amounts due to MTI upon execution or within the time period specifically set forth in the Production Contract and any rider. If no time period is listed for any other charges, you agree to pay such amounts owing to MTI within forty-five (45) days from the end of your production or within thirty (30) days of receipt of an invoice from MTI, as applicable.

PERFORMANCE LICENSE

(CONTINUED)

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 7132428 Printed on: 05/04/26

2. **Changes:** If you wish to change any of the conditions set forth in this Production Contract in any way (including change of dates, reducing or increasing the number of performance(s), ticket price adjustments or change of venue), you must submit such requested changes to MTI's Business Office in writing immediately, and MTI must approve all changes before they may take effect. Changes in dates may be disallowed because of licensing restrictions on the Play (e.g., due to tours). Changes in the number of performances, tickets prices and venue or seating capacity may alter the fees quoted in the Production Contract. If MTI does not receive notice of changes prior to your first scheduled performance date under your Production Contract, MTI reserves the right to retain all amounts received or due to MTI under the original Production Contract. In addition, if any such changes would increase the amount owing to MTI (e.g., increased ticket prices; adding performances or increasing seating capacity), MTI will charge your account for such additional amounts. MTI in its discretion may charge a change fee of \$25 each time changes (other than addition of performances or increased ticket prices) are made following the issuance of this Production Contract. If you wish to cancel your entire production, you must do so in accordance with Paragraph II.4 below.
3. **Additional Performances:** If you request the right to add performances or sell additional seats per performance pursuant to Paragraph 2 above, you agree to make additional royalty and rental payments for all such additional performances. You agree not to announce, advertise, present or sell tickets for such additional performances or additional capacity without prior written permission from MTI and payment of the additional royalty and fees due.
4. **Cancellation of Production:** If you wish to cancel your entire production, you must notify MTI's Business Office in writing immediately, but in any case prior to the date of the first scheduled performance set forth in the Production Contract. You understand that, even if you do not present the Play, you may be obligated for the fees set forth in this License and the Production Contract. MTI reserves the right to charge a cancellation fee of fifty dollars (\$50.00) and is entitled to retain all other amounts paid or owing to MTI under this Production Contract. Cancellation of individual performances is covered in Paragraph II. 2 above. Refunds, if any, for a cancelled production will be issued in accordance with Paragraph II. 14 below. If MTI does not receive notice of cancellation of your production prior to the first scheduled performance date under your Performance License, MTI reserves the right to retain all amounts received or due to MTI under the original Production Contract as well as any other payments received for ancillary products and services after the Production Contract was issued.
5. **Complimentary Tickets:** You agree as a condition of this Production Contract to reserve two (2) complimentary tickets for each performance (if requested) for the use of MTI and the Rightsholders and MTI agrees not to sell such tickets.
6. **Purchase Orders:** For accredited schools and government agencies only, a signed, authorized Purchase Order is acceptable in lieu of upfront payment. You must still provide a check, credit card or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contract to cause materials to be shipped. Following the end of the production, you agree to promptly pay royalty and rental payments as well as any other amounts owing for ancillary products and services purchased after the original Production Contract was issued.
7. **Accounting:** You agree to keep and maintain full and regular books and records in which you shall record all items in connection with the production and presentation of the Play, including dates of performance, ticket prices and number of tickets sold. Such books and records shall be open at all reasonable business hours for inspection by MTI or its representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. You shall submit to MTI's Business Office, within five (5) days following demand by MTI, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. MTI's rights under this Paragraph shall continue for five (5) years following (i) the date of the last performance licensed under the Production Contract or (ii) the date on which MTI received final payment due hereunder, whichever is later.
8. **Default:** This License is conditioned upon your fulfillment of all obligations set forth in the License and in the accompanying Production Contract, including the prompt payment of all rental, royalty, security and other fees owing to MTI in U.S. funds when due. If any such payments are not made in full to MTI when due, the rights granted to you under this License will be deemed void ab initio (i.e., this License will be deemed invalid from the outset) and the production that is the subject of this License (and all performances thereof) will be deemed to constitute infringement and breach of contract under applicable law. Nevertheless, you will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If you default in the performance of any of the terms of this license, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse us for any expenses incurred by us in enforcing our rights under this Paragraph 8, including, but not limited to, attorneys' fees, telephone, fax, and postage charges and collection expenses. If you pay by check and it is returned insufficient funds or if you stop payment, MTI will charge a returned check fee (currently \$45).

PERFORMANCE LICENSE

(CONTINUED)

Your MTI Rep: ROSEANNE GEORGE
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9. **Warranty:** MTI warrants that, on behalf of the Rightsholders of the Play, it is authorized to grant this License to you. MTI makes no other warranties.
10. **Reserved Rights:** All rights in and to the Play other than those specifically licensed to you under the terms of this Production Contract are reserved to MTI, with the unrestricted right of MTI to use, exploit or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License.
11. **Transfer of Rights:** Under no conditions can this License be assigned or transferred without written consent from MTI.
12. **Governing Law:** This License shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum.
13. **Indemnification of Licensor:** You agree to indemnify MTI and its affiliates and the Rightsholders of the Play from any claim arising out of your violation of any of the provisions of this Production Contract.
14. **Refunds:** Refunds will be issued in the following circumstances.
- Following the conclusion of your production, if any refund is due to you (e.g., unused portion of security fee), you may elect to keep such amounts on your account to be used for future productions. If you do not elect to keep your refund amount on account, MTI will automatically process the refund within 6 to 8 weeks from the conclusion of your production. Your refund amount may be affected by charges such as shipping fees, missing materials charges, bank charges and other charges and fees specifically mentioned in this Production Contract.
 - If you have cancelled your entire production in a timely manner in accordance with Paragraph II.4 above and are entitled to a refund, you may elect to keep the refund on your account to be used for future productions. If you do not elect to keep your refund on account, MTI will process your refund within 6 to 8 weeks from the date MTI receives written notice of the cancellation. Your refund amount may be affected by charges such as shipping fees, missing materials charges, bank charges and other charges and fees specifically mentioned in this Production Contract.

You acknowledge that during a Force Majeure Event (as defined in Paragraph II.15 below), any refunds due to you may be delayed due to the volume of cancellations and refunds to be processed.

15. **Force Majeure:** Neither MTI nor the Licensee will be deemed in default of this License as a result of its delay or failure to perform its obligations (other than the Licensee's payment obligations) when such delay or failure arises out of causes beyond the reasonable control of MTI or the Licensee. Such causes may include, but are not restricted to, acts of God or the public enemy, war, insurrections, riots, civil disturbances, acts of terrorism, government restriction, fires, floods, strikes, unusually severe weather, epidemics, pandemics or other large-scale health events; but, in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the party (a "Force Majeure Event").

In the case of a Force Majeure Event that results in the cancellation or postponement of Licensee's production, Licensee must, as soon as reasonably practicable after the onset of a Force Majeure Event, (a) provide written notice to MTI of the nature and extent of such Force Majeure Event and (b) inform MTI whether it has cancelled or changed the production dates or intends to do so. Cancellation of Licensee's production shall be in accordance with Paragraph II.4. Proposed changes (such as postponement) to Licensee's production shall be in accordance with Paragraph II.2. If Licensee is unable to notify MTI in writing prior to the cancellation or proposed change, Licensee shall do so as soon as reasonably practicable but in any event within five (5) business days of the originally scheduled first performance date (or if the Force Majeure Event begins after performances have begun, within five (5) business days of the onset of the Force Majeure Event). If MTI does not receive written notice that Licensee has cancelled its production due to the Force Majeure Event within such time period, MTI will assume such production has taken place in accordance with the terms of the Production Contract and will have the right to retain all amounts previously paid or owing to MTI for such production (and no refunds will be issued).

Except in the case of cancellations and changes for which Licensee has notified MTI as provided above, nothing in this Paragraph shall affect or reduce Licensee's payment obligations under this Production Contract. Licensee shall remain liable for any cancellation fees, missing materials charges, shipping fees and other charges set forth in the Production Contract, including royalties for performances of the Play that were presented prior to the Force Majeure Event. Licensee also will remain liable for amounts owing for ancillary products and services purchased after the original Production Contract was issued, all of which MTI may deduct from the security fee or other funds on account at MTI.

PERFORMANCE LICENSE

(CONTINUED)

Your MTI Rep: ROSEANNE GEORGE
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In the case of a Force Majeure Event affecting MTI, MTI shall, as soon as reasonably practicable after the occurrence of the Force Majeure Event, (a) provide written notice (such notice may be given by emails, social media or website postings to customers generally); and (b) use commercially reasonable efforts to resume performance (e.g., shipping materials) as reasonably practicable.

16. **Compliance with Laws.** Licensee represents and agrees that it shall be aware of and comply with all federal, state and local laws applicable to its production, including laws, regulations and ordinances pertaining to in-person gathering restrictions as well as any other rules or guidelines regarding any public health emergency (or similar situation) which may impact any aspect of Licensee's production, including but not limited to rehearsals, performances and audience attendance. MTI makes no representation or assessment of the legality or prudence of Licensee's decision to proceed with its production, nor shall MTI or the Rightsholders be held liable for any claims arising out of Licensee's decision to proceed with its production. Licensee shall indemnify and hold MTI and the rightsholders harmless from any claims, costs, and damages arising out of Licensee's production.

III. MATERIALS RENTAL PROVISIONS

1. **Rental Term and Delivery:** Delivery of the MTI Rental Materials is conditioned on your production being Fully Licensed as described in Paragraph II.1 (i.e., you have received written confirmation from MTI after submitting the signed Production Contract and paying all applicable royalty, rental and security fees). Provided your production is Fully Licensed, the MTI Rental Materials will be shipped approximately two (2) months prior to the first performance of your production; however, if you have not signed and submitted the Production Contract and remitted full payment in time to enable shipment by such date, MTI will process your shipment as soon as practicable once your production is Fully Licensed. In such case, MTI cannot guarantee the MTI Rental Materials will be delivered in sufficient time to meet your production schedule. If the MTI Rental Materials are needed in advance of the two (2)-month period, the charge is one hundred dollars (\$100.00) for each additional week or partial week, subject to availability. You acknowledge that if materials have shipped MTI has the right to retain a pro-rated portion of the rental fees if your production is cancelled or shortened for any reason, including all fees paid for additional rental weeks, all of which would be determined by MTI in its sole discretion.
2. **Authorized Rental Materials:** The MTI Rental Materials are the only Play materials authorized by the Rightsholders and must be rented from MTI as a condition of this Production Contract. You may not use scripts or orchestra parts obtained from other sources (including materials posted online). The full rental fee must be paid even if you do not intend to use all of the MTI Rental Materials in your production.
3. **Ownership:** All MTI Rental Materials, including missing materials, remain the property of MTI and must be returned to MTI following the conclusion of your production. You understand that the MTI Rental Materials (i) cannot be used for any purpose other than as stated in this License and (ii) may not be copied, scanned or otherwise reproduced, sold, traded, offered for sale or trade, posted online; used for performances other than those specified in this Production Contract or otherwise transferred physically or digitally.
4. **Suitability:** Although MTI strives to provide the highest quality service to you, MTI makes no representation as to the adequacy, suitability and/or condition of the MTI Rental Materials. Any missing or damaged materials MUST be reported to MTI's Business Office within five (5) business days after receipt of your shipment, or you may be liable for full replacement charges upon their return to MTI.
5. **Shipping Charges:** You are responsible for shipping charges BOTH WAYS for materials that MTI rents and/or supplies to you, as well as all customs charges, duties and the like in connection with shipments of materials outside of the United States and return shipment to MTI. You are responsible for complying with all customs regulations applicable to the return of materials to the United States. MTI ships by USPS, FedEx, UPS or other carriers at its sole option. Any expense that MTI incurs with respect to the delivery or return of the materials to its library shall be charged to you; you agree upon demand promptly to reimburse MTI for the full amount of such expense, whether or not your production is cancelled. A \$10 handling fee is applied to each order.
6. **Return of Materials:** You agree that, no later than seven (7) days after the last performance under this Production Contract, you will return to MTI, by prepaid carrier, insured for not less than seven hundred fifty dollars (\$750.00), the complete set of materials (including any additional materials ordered) in as good condition as when you received it. Should you fail to do so, MTI shall be entitled to an additional rental fee of twenty dollars (\$20.00) per item for each day that you retain any material beyond the period of seven (7) days after the last performance. You are responsible for the safe return to MTI of all MTI Rental Materials. If complete materials are not returned all at once and properly labeled, your account may not be credited or you may be liable for a restocking fee. If a Force Majeure Event (as defined in Paragraph II.15)

PERFORMANCE LICENSE

(CONTINUED)

Your MTI Rep: ROSEANNE GEORGE
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prevents you from returning the materials, you will not be charged a missing materials fee for any days covered by the Force Majeure Event provided (a) you have notified MTI you are unable to return the materials due to the Force Majeure Event and (b) you return the materials promptly after circumstances permit you to do so but in no event later than three (3) months after the onset of the Force Majeure Event.

7. **Address for Return of Materials:** All materials must be returned to MTI's Music Library in Connecticut (Address listed below):
8. **DO NOT SHIP RENTED PRODUCTION MATERIALS TO THE NEW YORK BUSINESS OFFICE!**

**RETURN ALL RENTED
PRODUCTION MATERIALS TO:**

Music Theatre International
31A Industrial Park Road
New Hartford, CT 06057

Phone: 860-379-3320

Any materials returned to MTI's New York Business Office will be subject to a transfer charge of up to \$50.00.

9. **Damage/Loss:** Any damage to or loss of the materials shall be charged to you. You agree upon demand promptly to reimburse MTI for the full amount of such evaluated damage to or loss of materials. Any materials lost or damaged while in your possession will be assessed replacement fees as set forth in this Production Contract.

VIDEO LICENSE

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
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VIDEO LICENSE

LIMITED HOME USE VIDEO RECORDING PERMISSION

WHEN SIGNED IN THE SPACES INDICATED BELOW, AND UPON RECEIPT BY MTI OF LICENSEE'S PAYMENT OF SEVENTY-FIVE DOLLARS (\$75.00), THE FOLLOWING TERMS SHALL CONSTITUTE AN AGREEMENT BETWEEN DIXIE HEIGHTS HIGH SCHOOL (THE "LICENSEE") AND MUSIC THEATRE INTERNATIONAL ("MTI"), GRANTING LICENSEE LIMITED PERMISSION TO MAKE ONE VIDEO RECORDING OF LICENSEE'S PRODUCTION OF THE PLAY ENTITLED FREAKY FRIDAY (THE "PLAY").

If Licensee wishes to purchase a video license, please sign and return this form and pay the \$75 fee (see *Additional Materials Order Form*).

1. Notwithstanding the prohibition against any video recording whatsoever in the Performance License previously granted to Licensee by MTI for the live stage performance of the Play, MTI, having secured permission from The Walt Disney Company for the creation by Licensee of a performance video recording hereby permits Licensee to make one video recording for each cast in different performances of your production of the Play subject to Licensee's strict observance of the conditions set forth herein.
2. A video recording of the Play (the "Video recording") may be created by Licensee as a non-commercial venture for archival purposes, which video recording may not be sold, leased or rented except as provided as herein. Alternatively, Licensee may hire an outside party to professionally make one video recording of the Play provided that such video recording may only be used (a) for archival purposes, and/or (b) to make additional copies of the recording that may be sold to participants in the Play or their families for their own personal, at-home (i.e., non-commercial use). Such outside party may not use the name "Disney" or any other trademarks of The Walt Disney Company in any way, except to indicate the content of the video recording. In addition, Licensee may authorize participants in the Play (i.e., cast, crew, creative team) or their families to create a video recording of the Play solely for their own personal, at-home (i.e., non-commercial) use.
3. As a condition to the rights granted herein, Licensee agrees to use good faith efforts to inform all audience members of the restrictions and limitations on video recording and the subsequent use thereof, as set forth herein. At a minimum, Licensee agrees to include a statement in the Play's program substantially in the form provided below and shall further inform audience members of the below limitations by way of an announcement prior to the start of each performance of the Play:
ANY VIDEO RECORDING MADE OF THIS PERFORMANCE IS AUTHORIZED FOR PERSONAL, AT-HOME, NON-COMMERCIAL USE ONLY. THE SALE OR DISTRIBUTION OF SUCH RECORDING IS STRICTLY PROHIBITED UNDER FEDERAL COPYRIGHT LAW.
4. In no event may any video recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale or electronic transmission and/or posting on the Internet.
5. Licensee understands that its failure to follow the above requirements, even if inadvertent, will incur liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI for its out-of-pocket legal fees and shall pay to MTI damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play.
6. All other provisions, terms and conditions of the License Agreement shall continue in full force and effect.

SIGN AND RETURN THIS PAGE TO MTI ONLY IF YOU WISH TO PURCHASE A VIDEO LICENSE. A FEE OF \$75 APPLIES.

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein.

PRINT YOUR NAME _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

EMAIL _____ DAY PHONE _____

VL DIS

CONTRACT RIDER

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 7132428 Printed on: 05/04/26

ADDITIONAL LICENSING 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. This includes making statements or publishing social media content that (i) are libelous, defamatory, obscene, or unlawful; (ii) otherwise violate or infringe anyone's rights; (iii) offer commentary on current events; or (iv) are otherwise inconsistent with Disney's family-friendly standards, 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, and/or firearms. If you shall desire to have a "Presenting Sponsor" of your production (i.e., a sponsor who is billed above the title of the Play as a co-presenter of your production), then you shall obtain prior written approval of Music Theatre International (MTI) on behalf of Disney, to be exercised at Disney's sole discretion. Any violation of the foregoing provisions shall entitle us to immediately terminate this Agreement, to injunctive relief, and to prohibit any further use of the Play.
2. **ORIGINAL DESIGNS, DIRECTION, AND CHOREOGRAPHY.** You are prohibited from copying or otherwise using any of the design, direction, choreography, artwork, or other intellectual property from Broadway production of the Play or the Disney Film on which the play based, although there may be a general resemblance. All elements provided in materials supplied by MTI (dances provided in Choreography Videos, Scenic and costume design ideas, staging suggestions, black and white logo, etc.) are approved for use without further permission.
3. **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:
 - 3.1 in any advertising, publicity, or promotions of the Play, other than as provided in the Billing Rider for the sole purpose of factually describing 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.
 - 3.2 to express or imply any endorsement by Disney of your production of the Play or any other of your activities; or
 - 3.3 in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).For the avoidance of doubt, you are expressly prohibited from creating any social media account names, websites, or other internet accounts that incorporate any of the foregoing Disney names or marks.
4. **ARTIFICIAL INTELLIGENCE (AI).** Licensee shall not, and shall ensure that its employees, contractors, cast, crew, and other personnel do not, input or provide any Disney-owned IP (including script, score, music tracks, choreography videos, logos, and any other materials distributed by MTI; original Broadway designs such as sets, costumes, puppets, and projections; and posters or playbills from the original films or Disney stage productions) (the "Disney IP") to any generative AI software for any purpose whatsoever. Licensee shall inform cast, crew, contractors, and other personnel with access to Disney IP regarding this restriction.
5. **AUTHORS AND ORIGINAL CREATIVE TEAM MEMBERS.** Licensees may not contact the authors of the Play or any of Disney's original creative team members of the Play directly. Any questions about the script and score materials or press and promotional requests for the authors and/or original creative team members of the Play must be directed to MTI.
6. **SCOPE OF LICENSED USE.** The Disney IP may be used solely in connection with the licensed live stage production as specifically described in this Agreement. Licensee shall not use any Disney IP for any other purpose, including but not limited to character meet and greets, autograph sessions, or immersive elements in the lobby, lounges or other front-of-house area, such as step-and-repeat signage, character or Disney-branded backdrops, photo opportunities, show-related props, interactive installations, promotional displays, or similar audience engagement activities outside the ticketed performance. This restriction does not apply to standard, approved promotional and marketing activities reasonably related to advertising the production as set forth in the Promotional Guidelines attached. The attached Promotional Guidelines are incorporated by reference.

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein.

PRINT YOUR NAME _____

TITLE _____

AUTHORIZED SIGNATURE _____

DATE _____

EMAIL _____

DAY PHONE _____

DISR25 03

PROMOTIONAL GUIDELINES

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 7132428 Printed on: 05/04/26

PROMOTIONAL GUIDELINES REFERENCED IN PARAGRAPH 6 OF THE CONTRACT RIDER

Disney Theatrical Group Promotional Guidelines for MTI Licensees

Thank you for licensing a Disney stage show!

Help us PROTECT the MAGIC.

As a reminder, your performance license grants you the rights to perform the show on your stage, as written, using the provided MTI materials during the performance window in your MTI contract. As part of producing a Disney show, we ask that you help us preserve the Disney magic, which means following certain standards when it comes to promoting your show in the press and on social media.

The following guidelines are designed to support you and your company in marketing your show while also protecting the integrity of Disney's reputation and its beloved characters and stories. **Please share these guidelines with your full team and cast and use them in conjunction with your theater's own media best practices.**

For questions about any of these promotional guidelines, please contact your MTI representative.

1. ADVERTISING, MARKETING and PRESS.

Licensees **are not permitted** to promote the production in the following ways:

- If actors perform at live events to promote the production, they **cannot** act in "character" during interviews or introductions.
- Actors are **not permitted** to be in costume for character meet & greets, parade appearances, backstage tours, or autograph sessions.
- Actors **may not** make pre-show or post-show announcements or curtain speeches in character, whether live or pre-recorded.

Licensees **are permitted** to promote the production solely in the following ways:

- Selling ads for your own production in the show playbills, programs, and posters (must include author credits & other billing provided in billing rider).
- Printing posters and flyers and displaying in local community.
- Sending press releases and production photos to local papers, websites, blogs, online publications, magazines, and community newsletters
- Participating in local TV and radio interviews to promote your production, subject to the below rules:
 - If cast members are participating in interviews, cast members may be non-costumed, or if costumed, must be introduced as the performer, not the character (ex: "Hi, I'm Sophia, and I play Elsa in Frozen!").
 - Such interviews may include performance of up to two songs from show in their entirety and (if desired) may include costumes and choreography; no song cuts are permitted without permission from MTI.
- Participating in local in-person, non-televized events (i.e., local community events such as festivals, pop-up performances, fairs and showcases). Such local appearances may include performance of up to two songs from show in their entirety and (if desired) may include costumes and choreography; no song cuts are permitted without permission from MTI.

PROMOTIONAL GUIDELINES

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0037816
Contract #: 7132428 Printed on: 05/04/26

PROMOTIONAL GUIDELINES CONTINUED...

- Posting your organization's performance footage (whether from a rehearsal or a costumed performance) on social media, subject to the below rules:
 - Each clip of performance footage may be no greater than 30 seconds in length.
 - No more than 10 clips are permitted per production (no more than 5 minutes in total).
 - Footage must be filmed from the audience's perspective (performance footage should not be filmed from backstage or from the wings.)

Professional Productions: Licensees are required to submit and obtain additional approval for all paid media, including:

- Radio and TV spots
- Outdoor advertising
- Digital video content

2. SOCIAL MEDIA AND CONTENT CREATION.

Keep Disney Brand Goodwill top of mind.

- When publishing to your social media accounts, **take a moment to consider that your post may directly or indirectly represent the show, and by extension, Disney.** Even a harmless post can be manipulated and redistributed, creating a harmful result that was not the original intent.
 - Stay away from sensitive or controversial references that could negatively reflect on your production or Disney. This includes refraining from social media posts that are:
 - Libelous, defamatory, obscene, or unlawful;
 - Otherwise violate or infringe anyone's rights;
 - Offer commentary on current events; or
 - Are otherwise inconsistent with Disney's family friendly standards, image and reputation.
 - This also extends to your broader community management strategy, beyond simply posting. **Be mindful of the content you choose to comment on, repost, or otherwise engage with.** If you work with influencers or external content creators, take care that they only represent family-friendly content. It is important to consider brand goodwill in your entire social media sphere, in addition to the posts you publish yourself.
- **Do the individuals depicted in your photos, videos, or other material want their image to be posted online?** Have they provided consent?
- **You may only use the Intellectual Property (IP) of Disney ("Disney IP") on your organization's social media for the sole purpose of promoting your production.** You may only use Disney IP related to your specific production for this purpose (e.g., an organization with a license from MTI to perform *The Little Mermaid* should not make general social media posts including other Disney Princess characters). You may not use Disney IP on social media for any other purpose other than promoting your MTI-licensed production.
- Disney expressly **prohibits licensees from creating show-specific social media handles or websites** that could give the impression that your show is an official production of The Walt Disney Company.
- **A note on Artificial Intelligence (AI):** With the rise of AI tools, it is more important than ever to be mindful of how IP is being used. Please note that licensees and their contractors are forbidden from putting Disney-owned IP into generative AI software. This includes the show's script, score, music tracks, choreography videos, logos, and any other materials distributed by MTI; original Broadway designs such as sets, costumes, puppets, and projections; and posters or playbills from the original films or Disney stage productions. Please be sure to share this guideline with your cast and company.
- **Preserve the Disney Magic.** Do not publish social media posts that reveal trade secrets or tricks involving stagecraft. While it may be tempting to show a behind-the-scenes look at Elsa's dress pull, the Beast's transformation, or Aladdin's flying carpet, such reveals have the negative effect of pulling the audience out of the fantastical theatrical world you have created on your stage. Consider ways that you can showcase the dazzling effects in your production without revealing how they are done.

On the next page are some examples to help navigate these nuances.

PROMOTIONAL GUIDELINES

Your MTI Rep: ROSEANNE GEORGE
 Your MTI Account Number: 0037816
 Contract #: 7132428 Printed on: 05/04/26

PROMOTIONAL GUIDELINES CONTINUED...

SOCIAL MEDIA DOS & DON'TS

| | PERMITTED | NOT PERMITTED |
|--|--|--|
| INFORMED CONSENT | Sharing footage of your production's cast, crew, or any other related staff or production team members, with their consent. | Posting footage featuring others without informing them of your intentions of sharing publicly. It's important to respect safe spaces when taking any photos or videos backstage, especially changing stations and rooms. |
| APPEARING IN CHARACTER | Sharing behind-the-scenes photos or footage of actors in costume as themselves. <i>Ex: "Hi, I'm Sophia, and I play Elsa in Frozen!"</i> | Footage of actors appearing in costume in character , unless they are explicitly performing a scene or song from the show. <i>Ex: "Hi, I'm Elsa, and we want to welcome you to Arendelle!"</i> |
| REHEARSAL & PERFORMANCE FOOTAGE | Sharing video footage of rehearsals or the performance from the audience's perspective. <i>Ex: Filming from the house</i> Sharing non-performance photos and videos documenting your production during the rehearsal and production process. <i>Ex: A marquee reveal, cast members mingling in rehearsal, reaction to a first sitzprobe, a tour of an actor's dressing room</i> | Sharing video footage of rehearsals or the performance from places other than the audience's perspective. <i>Ex: Filming the show from the wings</i> Sharing trade secrets such as makeup techniques, quick changes, backstage tricks, or reveals of stage magic. <i>Ex. Elsa's dress pull, the Beast's transformation</i> |
| BRAND GOODWILL | Using family-friendly trending audio to create content in costume <i>Ex: Transition from everyday outfit into full costume and glam</i> | Using trending audio that is obscene, defamatory, or damages or lessens the overall integrity of the character and production. |