

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

# Issue Paper

**DATE:**

6/1/2026

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the terms and contract with Scott High School and Boiled Sweets LLC to perform the production of Check Please in November 2026. The Show will be produced by the Scott Drama Department and be held at Scott High School.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

Scott Drama Department produces and performs a variety of shows a few times a year and would like to perform Check Please as their Fall show in November of 2026.

**FISCAL/BUDGETARY IMPACT:**

All Expenses for the show will be paid from the Scott drama Department. The production cost will be approximately \$4000. Proceeds from ticket sales will benefit the Scott Drama Department.

**RECOMMENDATION:**

Approval of the terms and contract with Scott High School and Boiled Sweets LLC to perform the production of Check Please in November 2026. The Show will be produced by the Scott Drama Department and be held at Scott High School.

**CONTACT PERSON:**

Sydney Long, Sponsor and Mr. Cody Wolf

  
\_\_\_\_\_  
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.*



## *Performance Licensing Agreement*

*This Performance Licensing Agreement is not a license to perform until full payment has been received.*

The invoice date for this order shall be the Effective Date of this Performance Licensing Agreement ("Agreement"), entered into by and between Boiled Sweets LLC ("Boiled Sweets") and you, the individual(s), organization and/or institution (collectively, "Licensee"), regarding amateur performance rights of the Play or Plays in this order ("Play"), for the total period during which Licensee is authorized to present its production for a total number of specified performances ("Production Dates") at the specified venue ("Venue"), the details of which are specified in the invoice for this order.

### **TERMS AND CONDITIONS**

Your acceptance of this Agreement will acknowledge that: a) you have read and understood the terms, conditions and provisions set forth below; b) you are authorized to enter into the Agreement as the licensee or on behalf of licensee; and c) you agree to the terms, conditions and provisions contained herein.

**1. Rights Granted:** Boiled Sweets grants Licensee the non-exclusive and non-transferable right to present a live stage production of the Play at the Venue and during the stipulated Production Dates and contingent upon the other terms and conditions set forth in this Agreement. No change by Licensee in the Production Dates, the number of performances, and/or any other particulars of this Agreement shall be made without the prior written consent of Boiled Sweets, which may be withheld in Boiled Sweets's sole and absolute discretion. Boiled Sweets 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, including, without limiting the generality of the foregoing, all film 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 and warrants that the Play will be presented in its entirety as it appears in the script, as authorized by the Author, and that the Author's intent will be respected in Licensee's production.

**2.1 Changing the Play:** Licensee shall not delete, alter, or make changes of any kind to the Play, including the changing of character gender, the cutting of dialogue, or the alteration of objectionable language, unless granted express written permission by Boiled Sweets, or unless such alterations are explicitly approved in the text of Play ("Script"). Licensee shall not alter the title of the Play. Should permission be granted for any changes, any and all materials created or amended remain the property of Boiled Sweets.

**2.2 Use of Approved Script.** Licensee shall only perform the Play as it appears in the Script provided and approved by Boiled Sweets.

**2.3 Author Credit.** Licensee shall give credit to the Author, as stated above, as the sole and exclusive author of the Play, and in accordance with any other credit instructions in the Script. This obligation applies to the title page of every program distributed in connection with performances of the Play, and in any instance that the title of the Play appears for purposes of advertising, publicizing, or otherwise exploiting the Play and/or a production thereof. The

name of the Author must appear on a separate line, in which no other name appears, immediately beneath the title and of a font size at least 50% as large as the largest letter used in the title of the Play. No person, firm, or entity may receive credit larger or more prominent than that accorded which it appears in the Play. Licensee shall include the bio for the Author in any program that contains cast and/or creative team bios. Author bio can be found at [jonathanrand.com](http://jonathanrand.com).

**2.4 Attribution.** Licensee shall include the following notice in all programs, advertisements, and other printed material distributed or published in connection with the production of the Play:

*[play title]* is produced by special arrangement with the author ([jonathanrand.com](http://jonathanrand.com)).

**2.5 Other Required Credits.** Licensee shall give credit to any other parties, such as producer credits and commission credits, in the form and manner specified in the Script.

**2.6 Recording/Reproduction.** Unless specified otherwise on the invoice, this Agreement 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 or any other digital means.

**2.6.1 Broadcast:** Except for the usual right to advertise and publicize the Play by means of print, radio and television (in which no radio or television commercial shall contain excerpts of more than 30 seconds), or unless livestreaming rights are granted on the invoice, this Agreement does not allow you to broadcast, televise, and/or electronically post on the Internet any part of the Play, either audio or visual or both, including, without limitation, musical selections.

**2.6.2. Program Note:** You must include the following warning in your program:  
"Video or audio recording of this production is strictly prohibited."

**2.7 Logos/Merchandise:** You may not use the copyrighted logo of the Play, unless Boiled Sweets grants you a specific license to do so and you pay the applicable fee. You may not create merchandise based on the play, whether for sale or distribution, without written permission from Boiled Sweets.

**2.8 Script Copies:** Upon invoice payment, an author-approved digital file of the Script will be emailed to Licensee, at which point such file may be used by Licensee exclusively for this specific production under this Agreement, whether by viewing on digital devices or by printing as many copies as required. Licensee agrees not to share or otherwise distribute either digital or hard-copy versions of the Script.

**3. Performance License and Payment Provisions:** Boiled Sweets must receive payment in full, in accordance with this Agreement, for both the performance royalties and script license, one week before the first day of performance or the Licensee's production will be deemed to be unlicensed. Licensee agrees not to advertise, announce, present or sell tickets for any performances until Licensee is licensed as provided above.

**4. Changes:** If any of the conditions set forth in the Agreement have changed in any way, you must notify Boiled Sweets in writing immediately, and Boiled Sweets must approve all changes before they may take effect. Such changes may alter the fees quoted in the Agreement.

**4.1 Production Date Changes:** Licensee will promptly notify Boiled Sweets via email of any changes in the Production Dates whatsoever, including, but not limited to, additional performances, rescheduled performances, postponements, etc., all of which are subject to prior written approval of Boiled Sweets.

**4.2 Refund Policy:** Licensee agrees to the following refund policy: (a) the royalty payment applicable to any Performance of the Play may be refunded by Boiled Sweets only in the event that a scheduled Performance of the Play is cancelled; provided, however, that Licensee shall have provided Boiled Sweets with written notice via email of such cancellation(s) at least one (1) business day prior to the cancelled performance; and (b) the Script Fee is non-refundable. Cancellation notifications sent after the final licensed performance date will not be refunded.

**4.3 Additional Performances:** Should you desire to present performances in addition to those provided for in the Agreement, you agree to enter into a new agreement with Boiled Sweets and to make additional royalty payments for any and all performances in addition to those already licensed. You agree not to announce, present or sell tickets for such additional performances without prior written permission from Boiled Sweets *and* payment of the additional royalty and fees due.

**5. Transfer of Rights:** Under no conditions can this Agreement be assigned or transferred without written consent from Boiled Sweets. This Agreement shall be governed by the Laws of the State of North Carolina, and any dispute arising out of or under this Agreement shall be litigated only in the courts of the State of North Carolina in the City of Carrboro or the United States Federal District Court in North Carolina, and in no other forum.

**6. Termination:** This Agreement is conditioned upon your fulfillment of all obligations set forth herein, including the prompt payment of all royalty and script fees in U.S. funds when due. Unless all of your obligations have been fulfilled, this Agreement will terminate automatically. In the event of termination, all amounts owing under this Agreement remain payable in full and shall be retained by Boiled Sweets in addition to any other rights or remedies that Boiled Sweets may be entitled to assert for breach of contract.

**6.1 Boiled Sweets's Right to Terminate:** The Licensee acknowledges that Boiled Sweets reserves the right to terminate this Agreement at any time, in their sole discretion. In the event of such termination, the performance royalty previously paid by the Licensee shall be promptly refunded by Boiled Sweets, subject to Section 4.2.

**7. Default:** If Licensee defaults in the performances of any of the representations, warranties, indemnities, obligations, terms, and/or conditions of this Agreement, then in addition to any all other remedies which Boiled Sweets might have at law or equity, Licensee agrees that Boiled Sweets shall have the right to a preliminary injunction to enjoin further performance of the Play. Licensee agrees to reimburse Boiled Sweets for any expenses incurred by Boiled Sweets in enforcing its rights under this Agreement, including, but not limited to, attorneys' fees, court costs, telephone, and postage charges and collection expenses.

**8. Limitation of Liability:** Neither party hereto shall be liable to the other for indirect, incidental, consequential, special or exemplary damages such as loss of revenue or anticipated profits or lost business even if advised of the possibility of such damage. In addition, in no event shall the liability of Boiled Sweets to Licensee under this Agreement exceed an amount equal to that actually paid by Licensee under this Agreement.

**Boiled Sweets LLC**

 Carrboro, NC, UNITED STATES  [jonathanrand.com](mailto:jonathanrand.com)

 +1 919-442-8966  [mrjonathanrand@gmail.com](mailto:mrjonathanrand@gmail.com)

 **Download invoice**

Invoice #JR002062



**Boiled Sweets LLC**

[mrjonathanrand@gmail.com](mailto:mrjonathanrand@gmail.com)

PO Box 1313, Carrboro, NC 27510,  
UNITED STATES

**Bill to**

Sydney Long  
Scott High School  
5400 Old Taylor Mill  
Taylor Mill, KY 41015  
UNITED STATES  
[sydney.long@kenton.kyschools.us](mailto:sydney.long@kenton.kyschools.us)

**Note from seller**


Until further notice, hard copy books are unavailable. Online payment by credit card is strongly preferred, but if a business check or purchase order is the only option, please mail a check payable to Boiled Sweets LLC, or email the purchase order to the postal/email address at the top of this invoice. All amounts are in U.S. Dollars.

See below for bank information and other details:

Company name: Boiled Sweets LLC  
EIN: 874752364  
SOSID: 2323075

**Amount due \$360.00**

**Pay with:**

 Starting at \$34.39/mo or as low as 0% APR. [Learn more](#)

**paypal**

**\$360.00**

Issued: May 26, 2026

Due by 6/25/26

**Other ways to pay:**



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If paying via ACH or wire, please email jr@jonathanrand.com once the funds transfer is underway.

If you don't recognize this invoice, report it. PayPal would never use an invoice or a money request to ask you for your account credentials.

**Items**

**"Check Please" amateur performance fee** **\$140.00**  
2 x \$70.00  
Performance dates: 11/6/2026 - 11/7/2026

**"Check Please" script fee** **\$190.00**  
Upon invoice payment, an author-approved PDF file of the script will be emailed, at which point the file can be used exclusively for this specific production, whether by viewing on digital devices or by printing as many copies as required.

|                    |                 |
|--------------------|-----------------|
| <b>Subtotal</b>    | <b>\$330.00</b> |
| Administrative fee | \$30.00         |
| <b>Total</b>       | <b>\$360.00</b> |

**Terms and conditions**

Upon payment of this invoice, you acknowledge that a) you have read and understood the terms, conditions and provisions set forth in the enclosed Performance Licensing Agreement; b) you are authorized to enter into the Agreement; and c) you agree to the terms, conditions and provisions contained therein.

**Attachments (2)**

 [Boiled Sweets LLC performance licensing agreement 2022-09-14.pdf](#)

 [W-9 Boiled Sweets 2025-09-01.pdf](#)

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