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

Issue Paper

DATE:
October 19, 2026

AGENDA ITEM (ACTION ITEM):
Consider/Approve the license agreement between Ft. Wright Elementary and Music Theatre International to perform the production Troll the Musical JR. in February 2027. The show will be produced by the staff sponsors of the Ft. Wright Elementary Drama Club. This is a retroactive approval.

APPLICABLE BOARD POLICY:
01.1-Legal Status of the Board

HISTORY/BACKGROUND:
Each year the Ft. Wright Drama Club produces and performs a show to the Ft. Wright Elementary community. The show is highly attended and includes a wide range of students from 3rd grade - 5th grade. In February 2027, the Ft. Wright Elementary Drama Club would like to perform Trolls the Musical Jr. Expenses will include the rights to the show, props, costumes, sets, makeup, and advertising. Proceeds from the ticket sales will benefit the Ft. Wright Elementary Drama Club. The contract is being submitted retroactive so that students could start tryouts in October and begin practice in November.

FISCAL/BUDGETARY IMPACT:
$905.00 -All expenses and monies collected for the show will be paid from the Drama Account.

RECOMMENDATION:
Approval of the license agreement between Ft. Wright Elementary and Music Theatre International grants performance rights for the production of Troll the Musical Jr. in February 2027. The show will be produced by the staff sponsors of the Ft. Wright Elementary Drama Club. This is a retroactive approval.

CONTACT PERSON:
Sarah Ackel, Principal

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.

MUSIC THEATRE INTERNATIONAL'S BROADWAY junior COLLECTION

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0067499
Contract Number: 7166918

Licensee:

FORT WRIGHT ELEMENTARY SCHOOL
ATTN.: KELLY BARALT
501 FARRELL DRIVE
FORT WRIGHT, KY 41011

TELE#: 859-331-7742 FAX: 859-331-7763
E-MAIL: kelly.baralt@kenton.kyschools.us

Contract Issue Date: 09/14/26
Contract Expiration Date: 11/09/26
Valid For Performances From: 09/14/26 - 09/14/27
Actual Performance Dates: 02/11/27 - 02/12/27
MTI Access Code: TRO4861128

PRODUCTION CONTRACT for TROLLS THE MUSICAL JR.

CONTRACT PROVISIONS:

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

AMOUNT ENCLOSED

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

Royalty . . . . . $ 139.00

Non-Refundable Materials Fee . . . . . $ 556.00

SHOWKIT SHIPPING (Rush Delivery available for $90.00 in U.S.): . . . . . $ 45.00
Rush Delivery available in Canada for $115.00. Canadian Shipments are by most efficient carrier, unless otherwise instructed.

SALES TAX (where applicable): . . . . . $ _____

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

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

PAYMENT

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

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

Card Number: _____ Expiration Date: _____

Name on card: _____ Billing Postal Code: _____

Signature: _____ Amount: _____

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

SHIPPING

Shipping Address: _____

(No P.O. Boxes) _____

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

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

ACCEPTANCE

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

Print Your Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Email: _____ Day Phone: (_____) _____

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

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0067499
Contract Number: 7166918

STANDARD MATERIALS

YOUR SHOWKIT™ WILL CONSIST OF THE FOLLOWING:

30 ACTOR'S BOOK
1 DIRECTOR'S GUIDE DIGITAL
1 BROADWAY JUNIOR DIRECTOR'S SCRIPT
1 PIANO VOCAL SCORE
1 CHOREOGRAPHY VIDEOS DIGITAL
1 DOWNLOADABLE RESOURCES AND MEDIA
1 GUIDE VOCAL AND PERF TRACKS DIGITAL

STD_JR_1

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0067499
Contract Number: 7166918

ADDITIONAL MATERIALS

ADDITIONAL MATERIALS ORDER FORM

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

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

ITEM	QUANTITY		COST EACH	TOTAL
ADDITIONAL MATERIALS				
ACTOR'S BOOK	_____	x	$ 10.00	= $_____.____
BROADWAY JUNIOR DIRECTOR'S SCRIPT	_____	x	$ 20.00	= $_____.____
PIANO VOCAL SCORE	_____	x	$ 40.00	= $_____.____
THEATRICAL RESOURCES				
ACTOR'S BOOK TENPACK	1	x	$ 75.00	= $ 75.00
CUSTOMIZABLE SHOW POSTERS AND ARTWORK	_____	x	$ 175.00	= $_____.____
DIGITAL SCRIPT & PIANO/VOCAL SCORE	_____	x	$ 299.00	= $_____.____
HOW DOES THE SHOW GO ON?	_____	x	$ 21.00	= $_____.____
LOGO PACK DIGITAL	_____	x	$ 75.00	= $_____.____
SCENIC PROJECTIONS PRO(REH&PERF)	_____	x	$ 1,795.00	= $_____.____
SCENIC PROJECTIONS(REHEARSAL&PERF)	_____	x	$ 495.00	= $_____.____
STAGE WRITE APPLICATION	_____	x	$ 150.00	= $_____.____
STREAMING LICENSE	_____	x	$ 75.00	= $_____.____
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	= $_____.____

Add total for all items here.

ADDITIONAL MATERIALS TOTAL . . . . . $_____.____

ADDITIONAL MATERIALS SHIPPING. . . . . $ 15.00

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

Add'l Materials Total	Standard	Rush
$1 – $100	$15.00	$44.00
$101 – $200	$19.00	$60.00
$201 – $300	$23.00	$80.00
$301 – $400	$27.00	$100.00

Add'l Materials Total	Standard	Rush
$401 – 500	$31.00	$120.00
$501 – 600	$35.00	$140.00
$601 – 700	$39.00	$160.00
$700 and up	go to mtishows.com/ship	

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

SALES TAX (where applicable): $_____.____

ADDITIONAL MATERIALS GRAND TOTAL (add this total to Contract Confirmation Page) **$_____.____**

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

**** For shows offering Customized Poster, the purchase of a Customized Poster 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. ****

AdM_JRK02

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL MATERIALS

MTI BILLING CREDIT

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

TROLLS THE MUSICAL JR.

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

VIDEOTAPING WARNING

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

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

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

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

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

AUTHOR BILLING – TROLLS JR.

You agree to bill the Play and the Authors and the underlying rights owners in all programs (on the title page), houseboards, displays and in all advertising and all paid publicity, in the following manner:

[The Licensee Production of]

DREAMWORKS THEATRICALS'

TROLLS The Musical JR.

Based on the DreamWorks Animation Motion Picture
In association with Universal Theatrical Group

(15%)

Book & Lyrics by
Krista Knight

Original Music & Lyrics by
Joriah Kwamé

(50%)

ADDITIONAL TITLE PAGE BILLING: The following credit shall appear on the title page of all programs of the Play:

Originally developed through the DreamWorks Theatricals/
Music Theatre International Emerging Writers Program

SHORTENED BILLING: In advertisements of 1/4 page size or less, and online and mobile ads where in each case only the title of the play, performance dates and venue are provided and in outdoor advertising, transit and taxi ads and marquees where no other person is billed, the following "shortened billing" is permissible:

TROLLS THE MUSICAL JR.

DRAMATIC PERFORMING RIGHTS LICENSE

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

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

1. Your authorized materials will consist of the nonrefundable items, as listed on the Standard Materials page, for your cast to keep. Shipment of the ShowKit is conditioned on your production being Fully Licensed (i.e., you have received email confirmation from MTI after submitting the signed Production Contract and paying all applicable fees). Provided your production is Fully Licensed, the ShowKit will be shipped as soon as practicable. MTI strongly recommends that delivery of materials be made to staffed locations where receipt can be confirmed. Signature confirmation of delivery significantly reduces the risk of loss to you. After MTI has received confirmation from the carrier that the materials have been delivered to the designated address, you acknowledge and agree that you shall be responsible for any loss or damage to the materials including costs to replace the materials and reship them to you.

2. You agree that
   - Ticket prices for any performance of the show shall not exceed $20.00 per ticket and
   - No performance shall take place for any audience exceeding 750 people unless such performances are free of any admission charge, donations or contributions. Any deviation from the foregoing restrictions requires the prior written permission of Music Theatre International.

3. This License grants one (1) cast the right to perform the Play as many times as you would like within the licensed dates listed on the front of this license. In any event it is a violation of this license and copyright laws to use ShowKit™ Materials in part or in whole past the license dates of this production.

4. All advertising, such as posters and program covers, must include the show logo as provided in the ShowKit™. You will not make or sell merchandise bearing this logo, with the exception of t-shirts if purchased from MTI. You will inform the parents and students that they are also bound by this prohibition.

5. The student books are to be distributed to the performers and are theirs to keep. All performers in the show must be in 9th grade or younger, unless otherwise authorized in writing in advance by MTI.

6. The performance rights granted by this license apply only to the organization named on this license through special arrangement with Music Theatre International, exclusive licensing agent for live stage performances of this play.

7. You understand that this play is fully protected by Federal and International Copyright laws, and therefore:
   - You will properly credit the Authors of the Play, credit Music Theatre International and reproduce the play logo and trademark on all posters and in all programs exactly as provided.
   - You must perform this Play exactly as it has been provided to you in the materials, and you may not add or delete any music or lyrics (including adding songs or dialogue from the full version of the Play or any film version of the Play), alter any music or lyrics, change the sequence of songs or scenes, or make changes of any kind in the text of the Play, including deletions and changes to the period, characters and characterizations.
   - You will not reproduce, post or electronically transmit on the Internet or social media, rent or sell any of the materials.
   - Recording: This license does not grant you the right to (i) record and/or distribute an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, tape, film, CD, DVD or digital versions; or (ii) televise, broadcast, stream, make available for download or otherwise post on the Internet or through any mobile device the Play or any portion of it. You agree to inform all parents, students and attendees of the above prohibitions against recording the show by means of both a program note and a pre-show announcement If you have purchased a Streaming or Video License (where available) for your production of the Play, you may permit limited recording in accordance with the terms of the Streaming or Video License.
   - Restrictions on Use of Replica Elements: This Production Contract allows the public performance of the Play as represented in the ShowKit materials provided by MTI. The rights granted by MTI do not include the right to utilize any of the choreography, staging, direction, designs (including set, costume, video or projections), or other intellectual

Dramatic Performing Rights License continued

property from any prior productions of the Play or from any film version of the Play. The rights to all of those elements, in whole or in part, are owned by third parties and are not granted as part of this Performance License. Licensee may use production elements such as choreography, direction, designs and/or logos when (i) any such elements are specifically provided as part of the ShowKit materials, and thereby authorized for use by MTI, or (ii) where available, the Licensee purchases an MTI Production Resource thereby granting a license to use said element.

8. The use of makeup to alter a performer's race or ethnicity (e.g., blackface, etc.) is strictly prohibited under this license. Certain titles may have additional costing requirements set forth in a separate contract rider.

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 FORT WRIGHT ELEMENTARY 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** TROLLS THE MUSICAL JR. (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 general prohibition against any video recording whatsoever in the License, MTI hereby grants permission for your organization to permit one authorized videographer (who can be an individual associated with your production or a commercial videographer as set forth in Paragraph 2 below) to record a single performance 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 provided to participants in the Play or their families for their own personal, at-home (i.e., non-commercial use). It is permissible to charge the participants in the Play or their families the duplication costs of the copies, but the videos cannot be sold for a profit and may not be distributed online or to the general public. Such outside party may not use the name of the owner of the Play or any other trademarks of the Owner 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.

In addition, the following notice must be displayed as the opening 45 seconds of the video:

WARNING! THIS VIDEO RECORDING HAS BEEN CREATED SOLELY FOR PERSONAL, NON-COMMERCIAL PURPOSES WITH THE SPECIAL PERMISSION OF MUSIC THEATRE INTERNATIONAL. UNDER FEDERAL COPYRIGHT LAW, IT MAY NOT, IN WHOLE OR IN PART, BE SOLD, STREAMED, BROADCAST, DUPLICATED OR DISSEMINATED TO THE PUBLIC IN ANY WAY, BY ANY MEANS NOW KNOWN OR INVENTED IN THE FUTURE.

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 and/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. In addition, Licensee shall indemnify MTI and the authors and owners of the Play and hold them harmless from any costs or expenses arising out of claims made by third parties appearing in the video, or whose work is used in the video (such as performers, musicians, directors, choreographers or designers).

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 _____

VIDEO_1__4

LIMITED STREAMING LICENSE

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0067499
Contract #: 7166918 Printed on: 09/14/26

LIMITED STREAMING LICENSE

MTI Access Code: TRO4861128

Defined Terms Used in this License:

Licensee: FORT WRIGHT ELEMENTARY SCHOOL **Streaming License Fee:** $ 75.00

Play: TROLLS THE MUSICAL JR.

Minimum Per Performance Royalty of $ 0 **against** 0% **of gross receipts, whichever is greater**

When signed by Licensee in the space indicated below, and upon receipt by Music Theatre International ("MTI") of Licensee's payment of the Streaming License Fee, the following terms shall constitute an agreement between the Licensee and MTI with respect to the Play.

Licensee has requested the right to record its AMATEUR production of the Play to make it **solely available for viewing remotely on the CUR8.com streaming platform ("MTI Authorized Streaming Platform")**, and MTI has agreed, insofar as it is concerned, to permit such recording and streaming, strictly on the terms and conditions set forth in this Limited Streaming License and the associated Production Contract.

Accordingly, the Licensee agrees as follows:

A. GRANT OF RIGHTS AND STREAMING OPTIONS

1. **Grant of Capture and Streaming Rights.** Notwithstanding any prohibition against video recording in the associated Production Contract for the Play, this Streaming License grants Licensee permission to capture its live stage production of the Play, solely for the purpose of streaming it on the MTI Authorized Streaming Platform to remote audience members who have purchased tickets to view the stream through the MTI Authorized Streaming Platform ("Stream Viewers"). Licensee acknowledges and agrees that (i) all terms and conditions of the Production Contract and any associated riders, including the prohibition on making changes to the book, music and lyrics of the Play, apply to any performance livestreamed or recorded pursuant to this Streaming License (each, a "Video Performance"), and (ii) all Video Performances may be distributed only via the MTI Authorized Streaming Platform, and streaming, broadcasting or any other distribution of the Video Performance is not permitted on any other platform or service (e.g., YouTube, Vimeo, Google Classroom, Facebook, Zoom or other social media).

2. **Streaming Options for the Play:** This Streaming License permits the Licensee to do the following using the MTI Authorized Streaming Platform:

   (a) **Livestream:** Licensee may livestream one or more performances of its live stage production solely to Stream Viewers broadcast live in real-time. Livestreams may be shown only live, although the MTI Authorized Streaming Platform will permit Stream Viewers a limited period of time to pause or restart from the beginning.

   (b) **Scheduled Stream:** Licensee may live-capture one or more performances of its live stage production of the Play (either at a live performance in front of an audience and/or at an onstage, recording session scheduled for this purpose, all of which may be edited into one Video Performance provided that no changes or additions in the book, lyrics or music of the Play may be made in the editing process) and make such capture available for viewing solely by Stream Viewers who have purchased tickets to view at limited, scheduled times during the Term of Licensee's Production Contract.

3. **Streaming Platform:** As a condition of this Streaming License, all streams must take place on the MTI Authorized Streaming Platform and Licensee must make arrangements with the MTI Authorized Streaming Platform separately. Licensee acknowledges that the MTI Authorized Streaming Platform will be password-protected and will not permit downloading, copying or other duplication or redistribution of the Video Performance.

4. **Royalties and Fees:** Licensee acknowledges that in addition to the royalties payable pursuant to the Production Contract for the right to produce and present the Play and the Streaming License Fee to acquire the rights granted in this Streaming License, Licensee must pay the Streaming Royalty listed at the top of this Streaming License. The Streaming Royalty is the greater of (a) the gross proceeds from all streaming tickets sold times the streaming royalty percentage set forth above and (b) the Per Performance Minimum Royalty set forth above. For example, if you are not charging for streaming tickets, you must still pay the Per Performance Minimum Royalty for each streaming performance. The aggregate Streaming Royalty will be deducted from the proceeds of all streaming tickets sales and paid directly to MTI by the MTI Authorized Streaming Platform. Additional per ticket charges may be imposed by the MTI Authorized Streaming Platform.

LIMITED STREAMING LICENSE *continued*

B. GENERAL TERMS AND CONDITIONS

5. **Changes:** If any of the conditions set forth in the Production Contract have changed in any way that would affect streaming performances (including change of dates, cancellation or addition of performance(s), ticket price adjustments), Licensee agrees it will notify its MTI customer representative in writing immediately, and MTI must approve all changes in writing before they may take effect. Such changes may alter the fees quoted in the Production Contract. If Licensee requests the right to add additional streaming performances, Licensee agrees not to announce, advertise, present or sell tickets for such additional performances without prior written approval from MTI.

6. **Advertising Restrictions:** Licensee is not permitted to advertise and sell tickets for the Video Production regionally or nationally. Accordingly, Licensee agrees that its advertising, marketing and promotion of the Video Performance will be limited to its customary local outlets and its social media accounts. Licensee shall not issue any advertising or publicity for streaming to national media such as Broadway.com, Broadway World, Playbill, etc.

7. **Non-Commercial Venture.** Licensee acknowledges that the Video Performance may be created by Licensee solely for streaming on the MTI Authorized Streaming Platform and neither the Video Performance nor any other video recording of the Play may be sold, leased, duplicated or rented except as provided as herein or in a separate MTI video license (available for certain titles only).

8. **Billing.** Licensee shall post the full billing credits for the Play onscreen, and shall follow all requirements as to order, size and wording of credits, as provided in the associated Production Contract. Licensee may also distribute a digital program to each Stream Viewer. Such billing shall include the following credit:

STREAMING IS PRESENTED BY SPECIAL ARRANGEMENT WITH
MUSIC THEATRE INTERNATIONAL (MTI) NEW YORK, NY.
All authorized performance materials are also supplied by MTI. mtishows.com

9. **Restriction on Distribution.** In no event may any 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 or social media except as expressly authorized in this Streaming License.

10. **Copyright Infringement.** Licensee understands that its failure to follow the above requirements, even if inadvertent, could subject Licensee to liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI and/or the rightsholder(s) may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI and/or the rightsholder(s) for its out-of-pocket expenses and shall pay to MTI and/or the rightsholder(s) damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play or statutory damages in lieu thereof.

11. **Third-Party Permissions.** Permission granted herein to make a Video Performance available to Stream Viewers is limited to rights in the Play only. MTI cannot grant permission for others whose permission may be required such as, but not limited to, performers, production personnel, directors, choreographers, and designers as well as the theatre or venue owner. Licensee shall obtain all necessary releases and permissions from such personnel (including parents or legal guardians of minor children) and any applicable unions (e.g., Actors Equity, American Federation of Musicians, etc.).

12. **Compliance with Laws.** Licensee represents and agrees that it shall be aware of and comply with any and all applicable federal, state and local laws applicable to its production, including laws, regulations and ordinances pertaining to in-person gathering which may impact any aspect of Licensee's production of the Play, including but not limited to Licensee's rehearsals, performances and audience attendance. By permitting Licensee to stream its production, MTI makes no representation or assessment of the legality or prudence of the 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.

13. **Limited Audiovisual Rights.** Other than to the limited extent provided for in the foregoing, no film rights, television rights or merchandising rights are made available to Licensee as part of this Streaming License. Licensee acknowledges that the rights granted are limited to capturing a live-stage performance and Licensee is not permitted to adapt the Play for video conferencing (e.g., Zoom) unless Paragraph 2 of this Streaming License includes remote performance rights.

14. **Limitation of Liability.** To the fullest extent provided by law, except as provided in the next sentence, in no event will MTI or the rightsholders of the Play be liable to Licensee on any legal theory (including, without limitation, negligence) or for its errors or omissions, or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs,

LIMITED STREAMING LICENSE *continued*

expenses, or damages arising out of this Limited Streaming License, even MTI has been advised of the possibility of such losses, costs, expenses, or damages. MTI's and the rightsholders' total liability is limited to the total compensation paid to MTI under this Limited Streaming License.

15. **Miscellaneous.** All other provisions, terms and conditions of the Production Contract and Riders shall continue in full force and effect.

SIGN AND RETURN THIS PAGE TO MTI ONLY IF YOU WISH TO PURCHASE A STREAMING LICENSE.

ACCEPTANCE

By signing this Streaming License, you represent that you are authorized to sign this Streaming License on behalf of the Licensee, that you have read and understand the terms and conditions set forth in this Streaming License and that the Licensee agrees to abide by the terms and conditions contained herein.

PRINT YOUR NAME _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

EMAIL _____ DAY PHONE _____

MTI CONTRACT CHECKLIST

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

Be sure to fill out:

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

Return the following completed forms, where applicable:

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

Complete, sign, and return ALL of the following:

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

CHKMTI_06