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# **WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION**

WADSWORTH, OHIO

SPECIAL MEETING

FRIDAY, JULY 8, 2022, 1:00 P.M.

CHARLES R. PARSONS ADMINISTRATION BUILDING (524 BROAD STREET)

## **AGENDA**

### **I. Call to Order**

### **II. Pledge of Allegiance**

### **III. Roll Call**

### **IV. Administrative Items**

#### **A. Personnel Consent Items**

##### **1. Employments**

- a) Jennifer Michaels, Certified Teacher
- b) Paul Taylor, Certified Teacher
- c) Alexis Weinland, Certified Teacher
- d) Lori Barnes, Certified Teacher
- e) David Selzer, Band Camp Instructor (supplemental contract)
- f) Classified Substitutes:
  - (1) Kimberly Crookston
  - (2) Dewayne Heggie

##### **2. Resignations**

- a) Nichole Adler, Non-Teaching Employee, eff. 7/5/2022
- b) Brooke Porter, Certified Teacher, eff. 7/7/2022

##### **3. Recommendation to pay Mrs. Kelly Gnap, Food Service Supervisor, her hourly rate for work completed outside of her 2021-2022 contract year (amended from the version previously approved by the Board on May 9, 2022)**

##### **4. Recommendation to enact the following reduction in force, pursuant to Article XII of the Collective Bargaining Agreement between the Wadsworth Educational Support**

Personnel Association OEA/NEA and the Wadsworth City School District Board of Education, effective August 17, 2022:

| <u>Employee</u> | <u>Position</u>   | <u>Hours Reduced</u> |
|-----------------|-------------------|----------------------|
| Cathy Hilton    | Student Attendant | 6.5                  |

B. Action Item

1. Recommendation to approve the Performance License Contract and Addendum to the Performance License Contract between Music Theatre International (MTI) and the Wadsworth City School District Board of Education, effective July 1, 2022

**V. Adjournment**

In accordance with State and Federal law, the District will provide reasonable accommodations to persons with disabilities who wish to attend and/or participate in school events. Such individuals should notify the Superintendent if they require a reasonable accommodation.

**WADSWORTH CITY SCHOOL DISTRICT  
BOARD OF EDUCATION  
Regular Stated Meeting  
July 8, 2022**

**Agenda Detail Sheet**

**IV. Administrative Items**

**A. Personnel Consent Items**

**1. Employments**

- a) Jennifer Michaels:** Ms. Michaels is being recommended to fill the tutor position at Valley View Elementary School that was left open by the resignation of Ms. Katherine Coleman. The position was filled with a long-term substitute during the 2021-2022 school year.
- b) Paul Taylor:** Mr. Taylor is being recommended to fill the Media Communications teacher position at Wadsworth High School that was left open by the retirement of Mr. Rich Barnett.
- c) Alexis Weinland:** Ms. Weinland is being recommended to fill the the tutor position at Central Intermediate School that was left open by the resignation of Mrs. Kelly Hall. The position was filled with a long-term substitute during the 2021-2022 school year.
- d) Lori Barnes:** Ms. Barnes is being recommended to fill the tutor position at Franklin Elementary School that was left open by the resignation of Ms. Calah Houk.

**B. Action Item**

- 1. Music Theatre International Contract and Contract Addendum:** The Performance License Contract and Addendum to the Performance License Contract between Music Theatre International (MTI) and the Wadsworth City School District Board of Education, effective July 1, 2022, being recommended for approval is for our high school drama club's production of *Fiddler on the Roof* on March 23-25, 2023.

# Jennifer Michaels

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PreK-3 Licensed teacher with nearly 20 years of teaching experience. Skilled in small group instruction. Ability to adapt lessons to fit the many different learning styles of students. Continuously seeks professional development opportunities with 18 credit hours past Master's degree.

## Teaching

|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                  |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <b>Experience:</b> | <u>Licking Heights-West Elementary, Blacklick, OH</u><br><b>Title I Reading – 1<sup>st</sup>, 2<sup>nd</sup>, &amp; 3<sup>rd</sup> Grade</b> <ul style="list-style-type: none"><li>Nominated for Teacher of the Year 2021-2022</li><li>Employ Leveled Literacy Intervention to help students reading below grade-level achieve predetermined benchmarks</li><li>Evaluate students using a variety of assessments such as Observation Survey, STAR, Easy CBM, Fountas &amp; Pinnell, and iReady</li><li>Prepare and gather information on students to present at MTSS meetings</li></ul> | 08/2008-5/2022   |
|                    | <u>La Petite Academy, Westerville, OH</u><br><b>Kindergarten</b> <ul style="list-style-type: none"><li>Developed All-Day Kindergarten curriculum in accordance with state standards</li><li>Coordinated various school activities including monthly parent events, conferences, field trips, and graduation</li></ul>                                                                                                                                                                                                                                                                   | 08/2007-06/2008  |
|                    | <u>Huntington Learning Center, Dublin, OH</u><br><b>Kindergarten-4<sup>th</sup> Grade</b> <ul style="list-style-type: none"><li>Tutored students in reading and math in accordance with Huntington curriculum</li><li>Assisted in the evaluation of students' overall progress in program</li></ul>                                                                                                                                                                                                                                                                                     | 08/2007- 08/2008 |
|                    | <u>Jennie Dean Elementary School, Manassas, VA</u><br><b>Kindergarten and 2<sup>nd</sup> Grade</b> <ul style="list-style-type: none"><li>Taught classes consisting primarily of bilingual/ESL students</li><li>Implemented Responsive Classroom Discipline</li><li>Assessed students using PALS and DRA materials</li><li>Prepared thematic units to correlate with Virginia Standards of Learning (SOLs)</li></ul>                                                                                                                                                                     | 08/2004-06/2007  |
|                    | <u>Brookridge Elementary School, Brooklyn, OH</u><br><b>Title I Reading and Math - 3<sup>rd</sup> Grade</b> <ul style="list-style-type: none"><li>Modified and developed differentiated lesson plans</li><li>Created an after school Reading Intervention Program</li></ul>                                                                                                                                                                                                                                                                                                             | 08/2003-06/2004  |

## Present/Past Committees:

- |                      |                |
|----------------------|----------------|
| ▪ Right to Read Week | ▪ Book Studies |
| ▪ School Discipline  | ▪ PTO          |
| ▪ Technology         |                |

## Additional Training:

- |                                 |                                   |
|---------------------------------|-----------------------------------|
| ▪ Leveled Literacy Intervention | ▪ Responsive Classroom Discipline |
| ▪ Orton Gillingham              |                                   |

|                   |                                                                        |                           |
|-------------------|------------------------------------------------------------------------|---------------------------|
| <b>Education:</b> | <b>Bachelor of Science in Education with a concentration in PreK-3</b> |                           |
|                   | Ashland University                                                     | Ashland, OH               |
|                   | License: Early Childhood Education                                     | Endorsement: Reading K-12 |
|                   |                                                                        | 05/2003                   |
|                   | <b>Master of Education in Elementary Reading and Mathematics K-6</b>   |                           |
|                   | Walden University                                                      | Online Program            |
|                   |                                                                        | 12/2008                   |

# Paul Taylor



## PROFESSIONAL EXPERIENCE

### Cleveland Browns

2008-Present

#### Director, Content & Production

Jul 2020-Present

- Lead day-to-day video, audio and commercial production for radio, broadcast, digital, social media and marketing campaigns
- Manage department operating budget of \$2M+
- Oversee team of 8 full-time staff, multiple freelancers and all talent across the Browns Media Network
- Lead, manage and direct content creation for marketing and new business initiatives
- Employ data and insights to maximize content consumption, fan engagement and impressions
- Integrate closely with other internal departments (creative services, corporate sales, ticketing, events, etc.) to drive new business and raise the value of all media properties
- Manage relationships with local and national broadcast partners (ABC, Fox, CBS, ESPN, Bally Sports, ESPN 850 and 92.3 The Fan) to ensure Browns marketing, messaging and quality standards are followed

#### Supervising Producer, Content & Production

Apr 2015-Jun 2020

- Executive Produced and directed 3x Emmy award winning docu-series "Building the Browns"
- Oversaw team of producers, shooters and editors to create all video content for broadcast, digital, social media and marketing campaigns
- Led creative development of content for sponsorship, partners and external stakeholders
- Created an in-depth production calendar, workflow and management system to optimize department output
- Co-produced multiple podcasts to expand our reach into new audiences
- Managed \$100K TV studio redesign

#### Producer, Content & Production

Apr 2011-Mar 2015

- Produced, wrote and managed all Browns-related TV shows for ABC, Fox Sports Ohio and partner affiliate stations

#### Video Editor, New Media

May 2008-Mar 2011

#### Freelance Production, National Football League

2011-2015

Produced, shot and edited digital features for NFL.com during Super Bowl Week/Game

## EDUCATION

May  
2008

**Kent State University**  
Kent, OH

**Bachelor of Arts & Science**  
General Studies:  
Electronic Media/  
Sports Management

## SKILLS

- Story Telling
- Video Production (Broadcast/Digital/Social Media/Live)
- Audio Production (Radio/Podcast)
- Adobe Creative Suite
- Talent Management
- Media Management
- TV and Radio Studio Design
- Budgeting
- Contract Negotiation
- Client Needs Assessment
- Creating new revenue opportunities
- Data Analytics
- Sony and Canon Cameras

## AWARDS

- **4x Emmy Winner / 7x Emmy Nominations:** Building the Browns, Browns Countdown, Inside the Cleveland Browns
- **YouTube Silver Button:** Award for Surpassing 100K Subscribers for the Browns Channel

# Alexis Weinland (Bartolet)

## Middle Level 4-9 Language Arts & Social Studies



### EDUCATION:

- \* B.S. in 4-9 Middle Level Education for Language Arts and Social Studies from the University of Akron- LeBron James College of Education. 12/2022
  - Overall GPA: 3.465/4.0
  - Major GPA : 3.936/4.0
  - Dean's List: Fall 2016, Fall 2018-Spring 2020; Spring 2021
  - President's List: 2020 Fall

### TEACHING EXPERIENCE:

December 2021- present

**Substitute Teacher - Renhill**

- \*Taught multiple grade levels in various content areas. Includes, but not limited to: 3rd grade Mathematics, 7th & 8th grade English Language Arts, and 8th grade Social Studies.

March 17, 2021 - present

**Long Term Substitute Teacher- Wadsworth Middle School**

- \*Developed lesson plans in accordance with plans left by the teacher.
- \*Enhanced student learning by incorporating a wide range of instructional approaches and innovative classroom activities.
- \*Enforced classroom behavior rules, expectations and routines.
- \*Provided support for all students in areas of reading and writing ranging from whole and small group instruction. Provided individual instruction when necessary.
- \*Documented student growth and understanding using outlined grading procedures and assessment strategies followed by district.

January 2022- February 2022. Building Permanent Substitute Teacher- **Manchester Middle School**

- \*Substituted for all middle level grades in all content areas. Areas include: 5th, 6th, 7th, and 8th grade English Language Arts; 5th, 6th, 7th, and 8th grade Social studies; Home Economics; 6th grade Mathematics; Computer Media; and Study Hall Monitor.
- \*Lessons included for teaching consecutive days or weeks: The Spread of Christianity in Rome; Analyzing literary text development using *Roll of Thunder Hear My Cry* by Mildred D. Taylor; Parts of Speech; Early civilizations in the eastern hemisphere religions.

August 2021 - December 2021. **Franklin Elementary School - 4th Grade Student Teacher**

Co-teaching at Franklin Elementary School in Wadsworth, OH.

- \* Lessons included Units of Study (Fiction of Writing) and Studies Weekly (Timelines; Primary & Secondary), Native American Indians in Ohio; Cooperation, Conflict, and Compromise; and the American Revolution (before & aftermath).

- \* Fostered student curiosity and interest in learning through hands on and technology activities like Padlet, Museum Investigations, Debates, Sentence Spotlight, Weekly Paragraph Writing, Jigsaw Activities, Kahoot!, Newsela, and more.

- \* Advised student council activities for fourth grade students. including creating letters for soldiers for Veteran's Day

- \* Addressed and resolved student behavioral issues by meeting with parents, guardians, administrators and counselors of general education students and IEP students.

- \* Assisted with bus duty.

- \* Co-hosted and lead the Language Arts Night for the elementary school.

### **FIELD EXPERIENCE**

January 2021- May 2021. **Twinsburg Middle School (R.B. Chamberlin Middle School)- Field Experience**

- \* Created various online assessments and activities through Padlet, Newsela, and Google for an at home learning experience for sixth grade students.

- \* One on one experience with a student with various assessments to gather data to guide instruction.

January 2021 – February 2021 **Coventry Middle School- Field Experience**

- \* Assisted with learning material and helped struggling students complete activities one on one.

January 2021- February 2021 **Jackson Memorial Middle School- Field Experience**

- \* Participated in several IEP meetings providing input for accommodations and modifications to content.

- \* Learned various types of accommodations and strategies to help students in all middle level grades reach their goals.

September 2020- November 2020 **Buchtel CLC - Field Experience**

- \* Lead small groups for a seventh grade Roman Empire Map Identification Activity.

- \* Assisted various groups for their eighth grade ELA research projects.

### **TRAINING:**

- \* Google Educator Level 1 Certified.

- \* Ohio Standards for Educators Certified.

- \* RESA & Opioid Training.

- \* STEM Training.

### **RECENT EMPLOYMENT**

08/2017-PRESENT **Market District Giant Eagle, Grocery Clerk**

- \* Helped train new team members in the Curbside Express Department. Training consists of learning technology, how to have good customer service, how to pick produce, and more.

- \* One of the most efficient and fastest shoppers at the Uniontown, OH, location. This helps reach our stores goal to produce more orders a day, and increase employee interaction with more customers.

|                          |
|--------------------------|
| <b>PERSONAL DETAILS:</b> |
|--------------------------|

- I enjoy being apart of the school, and leading or helping out in any way that I can. I have a great knowledge of sports ranging from volleyball, basketball, and track and field. I would enjoy being a member or assistant of those teams to help students learn how to play. I also love being involved in clubs where students can extend their learning. I would be excited to be apart of any clubs such as Pep club, Spanish club, Art club, Good News Club, Book club and more.

**References**

1. Mary Linn - Coordinating teacher during my student teaching.
2. Gigi Kostoff - University supervisor during student teaching.
3. James Miller - Manchester Middle School Principal I would report to as a building substitute.

# Lori Barnes

## Elementary Teacher

### WORK EXPERIENCE

Title One Intervention Tutor

**Voris CLC, Akron Public Schools** (2012 - Present)

- Instruct small groups of 3-5 (30-40 students per quarter) depending on individual needs and data.
- Built and executed highly individualized lesson plans in Language Arts and Math for grades K-5 to accommodate various learning styles.
- Provide instruction based on Ohio’s State Learning Standards, iReady, OST data and ORR’s with the focus on Tier 2 and 3 individuals.
- Collaborate with all grade level teachers (K-5), intervention staff, and administration (over 25 individuals in total) to support each student's individual learning needs.
- Openly communicate with parents through Class Dojo, Google Meet, Newsletters, Letters and Notes, Emails and Phone Calls.

**Summit Academy Elementary School**  
(2008-2011)

- Specialized Education for students who have ADD, ADHD and Asperger’s and other learning disabilities.
- Created and implemented engaging hands-on educational games and activities for individual learning styles.
- Crafted lesson plans to support learners’ knowledge and understanding of concepts to align with IEP goals and the State Standards.
- Directed the Early Learning Opportunity After School Program for Family Engagement.
- Participated in Professional Development to upskill and reskill my education with current practices to implement with my students.

### EDUCATION

**The University of Akron**

Masters of Arts Degree in Elementary Education (2006-2007) (GPA- 3.97)

Bachelor of Science Degree in Early Childhood Education

(2002-2006) (GPA-3.94)

### CAREER OBJECTIVE

To obtain a PK-5 teaching position in an elementary school utilizing strong dedication towards children’s development and learning needs. Eager to apply my experiences and approach in an Elementary School.

### SKILLS

- Classroom Management
- Patience
- Time Management
- Organization
- Critical Thinking
- Leadership
- Teamwork
- Multitasking
- Conflict Resolution
- Differentiated Instruction

### Licensure

Professional Early Childhood (Grades P-3) License 07-01-2020 - 06-30-2025 Educator State ID: OH1548660  
Early Childhood Generalist (4-5) Reading Endorsement (K-12)

## ADDENDUM TO MTI PRODUCTION CONTRACT

**THIS ADDENDUM** ("Addendum") to the MTI Production Contract #9742095 (the "License") between **WADSWORTH HIGH SCHOOL**, located at 625 Broad Street, Wadsworth, OH 44281 ("you" or "Licensee") and **MTI ENTERPRISES INC. d/b/a Music Theatre International** ("MTI" or "us"), located at 423 West 55<sup>th</sup> Street, New York, NY 10019 amends the License as set forth below. In the event of a conflict between the terms of the License and the terms of this Addendum, the terms of this Addendum shall control.

1. Section II, Performance License and Payment Provisions, Paragraph 8, "Default" is amended by deleting the last two sentences.
2. Section II, Performance License and Payment Provisions, Paragraph 8, Paragraph 12 (Governing Law) is deleted in its entirety.
3. Section II, Performance License and Payment Provisions, Paragraph 13 (Indemnification of Licensors) is deleted and replaced with the following:

"13. **Licensee Responsibility for Violations:** Licensee will be responsible to MTI and Rightsholder(s) for any claims arising out of Licensee's violation of any of the provisions of this License."

4. Section II, Performance License and Payment Provisions, Paragraph 15 (Compliance with Laws) is amended by deleting the last sentence.

**IN WITNESS WHEREOF**, this Addendum has been executed by the parties as of the effective of the License.

**WADSWORTH HIGH SCHOOL**

**MTI ENTERPRISES INC. d/b/a MUSIC  
THEATRE INTERNATIONAL**

By: 

By: 

Print Name: Douglas P. Beema

Print Name: Deborah Hartnett

Print Title: Treasurer  
7/1/2022

Title: Senior Vice President & General Counsel

# MUSIC THEATRE INTERNATIONAL

## CONTRACT CHECKLIST

Your MTI Rep: JONATHAN MENDOZA  
Your MTI Account Number: XXXXXXXXXX  
Contract #: 9742095 Printed on: 05/19/22

We've updated and streamlined our contract to make it even easier for you to do business with us!

### **After Reading through your Contract, be sure to Complete, Sign, and Return the following pages:**

#### ► **CONTRACT CONFIRMATION — Remember to:**

- **Write In:**

- » 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 deposit *must* be paid by Credit Card, Check or Money Order

#### ► **ADDITIONAL MATERIALS — if ordering (*optional*)**

#### ► **ADDITIONAL ORCHESTRATION — if ordering (*optional*)**

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

#### ► **Any other Contract Riders that require signature**

### **ADDITIONAL NOTES**

#### **PLEASE NOTE:**

- 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 can only be determined after Contract and security deposit have been processed.
- Please read through the entire Contract to ensure proper compliance with the terms of your agreement with MTI.

#### **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 55<sup>th</sup> Street  
New York, NY 10019

↓  
jonathanm@mtishows.  
com

# CONTRACT CONFIRMATION

COMPLETE AND RETURN TO MTI

Your MTI Rep: JONATHAN MENDOZA  
Your MTI Account Number: XXXXXXXXXX  
Contract #: 9742095 Printed on: 05/19/22

## CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: WADSWORTH HIGH SCHOOL  
Name of Show: FIDDLER ON THE ROOF  
Name and address of performance space/venue: WADSWORTH HIGH SCHOOL  
625 BROAD STREET, WADSWORTH, OH 44281

Date(s) of performance(s): 03/23/2023 - 03/25/2023

Offer Expires: 06/30/2022

Please list number of performances  
for each calendar month:

March 2023 = 3

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

ROYALTY: Royalty A for 3 performance(s) @ \$ 585.00 per performance, a total of \$ 1755.00

RENTAL: \$625.00 for a standard set of materials or any part thereof \$ 625.00

ADDITIONAL RENTAL (Outside of the standard two (2) month period): \$100 per week X 5 weeks \$ 500.00

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): \$ 350.00

SALES TAX (where applicable): \$ 0

TOTAL: \$ 3630.00

TOTAL AMOUNT ENCLOSED: \$ \_\_\_\_\_

BALANCE REMAINING: \$ \_\_\_\_\_

## SHIPPING

Shipment is made by UPS or FEDEX Ground Service unless otherwise instructed. 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) ☐ RUSH ☐ SECOND DAY ☐ STANDARD

Shipping Address: 625 Broad Street

(NO P.O. BOXES)

City: Wadsworth

State: OH Zip/Postal Code: 44281

## 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\_12c

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

# ADDITIONAL MATERIALS

Your MTI Rep: JONATHAN MENDOZA  
Your MTI Account Number: XXXXXXXXXX  
Contract #: 9742095 Printed on: 05/19/22

## 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                                  |                     |           |                        |
| LIBRETTO/VOCAL BOOK (Replacement Fee \$25.00)         | <u>          </u> x | \$ 6.25   | = \$ <u>          </u> |
| PIANO VOCAL SCORE (Replacement Fee \$80.00)           | <u>          </u> x | \$ 20.00  | = \$ <u>          </u> |
| STUDY GUIDE                                           | <u>          </u> x | \$ 5.95   | = \$ <u>          </u> |
| ADDITIONAL ORCHESTRA PARTS ( Replacement Fee \$60.00) | <u>          </u> x | \$ 15.00  | = \$ <u>          </u> |

(Attach ORCHESTRATION sheet with additional parts required marked - list total quantity of parts above)

### THEATRICAL RESOURCES

|                                                         |                     |             |                        |
|---------------------------------------------------------|---------------------|-------------|------------------------|
| CUSTOMIZABLE SHOW POSTERS AND ARTWORK                   | <u>          </u> x | \$ 175.00   | = \$ <u>          </u> |
| HOW DOES THE SHOW GO ON?                                | <u>          </u> x | \$ 21.00    | = \$ <u>          </u> |
| LOGO PACK DIGITAL                                       | <u>          </u> x | \$ 75.00    | = \$ <u>          </u> |
| PRODUCTIONPRO-DIGITAL SCRIPT/SCORE                      | <u>          </u> x | \$ 199.00   | = \$ <u>          </u> |
| REFERENCE RECORDING                                     | <u>          </u> x | \$ 20.00    | = \$ <u>          </u> |
| PERFORMANCE ACCOMPANIMENT RECORDING<br>(REHEARSAL ONLY) | <u>          </u> x | \$ 350.00   | = \$ <u>          </u> |
| REHEARSCORE APP                                         | <u>          </u> x | \$ 350.00   | = \$ <u>350.00</u>     |
| SCENIC PROJECTIONS PRO 2.0                              | <u>          </u> x | \$ 1,795.00 | = \$ <u>          </u> |
| SCENIC PROJECTIONS 2.0                                  | <u>          </u> x | \$ 850.00   | = \$ <u>          </u> |
| STAGE MANAGER SCRIPT (Replacement Fee \$100.00)         | <u>          </u> x | \$ 25.00    | = \$ <u>          </u> |
| STAGE WRITE APPLICATION                                 | <u>          </u> x | \$ 150.00   | = \$ <u>          </u> |
| LOGO TEES SIX-PACK ADULT LARGE                          | <u>          </u> x | \$ 80.00    | = \$ <u>          </u> |
| LOGO TEES SIX-PACK ADULT MEDIUM                         | <u>          </u> x | \$ 80.00    | = \$ <u>          </u> |
| LOGO TEES SIX-PACK ADULT SMALL                          | <u>          </u> x | \$ 80.00    | = \$ <u>          </u> |
| LOGO TEES SIX-PACK ADULT X-LARGE                        | <u>          </u> x | \$ 80.00    | = \$ <u>          </u> |
| LOGO TEES SIX-PACK ADULT XX-LARGE                       | <u>          </u> x | \$ 80.00    | = \$ <u>          </u> |
| LOGO TEES SIX-PACK CHILD LARGE                          | <u>          </u> x | \$ 80.00    | = \$ <u>          </u> |
| LOGO TEES SIX-PACK CHILD MEDIUM                         | <u>          </u> x | \$ 80.00    | = \$ <u>          </u> |
| LOGO TEES SIX-PACK CHILD SMALL                          | <u>          </u> x | \$ 80.00    | = \$ <u>          </u> |

### ORCHEXTRA \*\*\*

PERFORMANCE ACCOMPANIMENT RECORDING \*\*\*  
(PERFORMANCE & REHEARSAL)

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

\$ 350.00

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

\*\*\*See previous page for pricing information

➤ Customized Poster requires purchase of 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.

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL MATERIALS

# PERFORMANCE LICENSE

Your MTI Rep: JONATHAN MENDOZA  
Your MTI Account Number: XXXXXXXXXX  
Contract #: 9742095 Printed on: 05/19/22

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:** This Production Contract allows the public performance of the Play as represented in the rented materials provided by MTI under the following terms and conditions. The rights granted by MTI do not include the right to utilize the original choreography, staging, direction, costume designs or scenery designs from any prior production of the Play (unless such rights are included in materials provided by MTI or otherwise permitted by MTI in writing), and you may not use such elements, in whole or in part, in your production unless you have obtained the right to do so from the owner of such elements (such as the director, choreographer or designer). See separate Contract Rider for more detail regarding Replica Elements.
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

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Your MTI Rep: JONATHAN MENDOZA  
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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](http://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](mailto: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 deposit 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

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Your MTI Rep: JONATHAN MENDOZA

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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).

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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 <sup>Ohio</sup> ~~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~~ <sup>Ohio</sup> or the United States District Court in the ~~Southern District of New York~~ <sup>Ohio</sup>, and in no other forum. *Adm. Cons. over*
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. *6/20/22*
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 deposit), 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 deposit or other funds on account at MTI.

# PERFORMANCE LICENSE

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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 social gathering restrictions as well as any other rules or guidance regarding the COVID-19 outbreak (or similar public health 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.~~ *MT 6/21/22*

## 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)

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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.

# CONTRACT RIDER

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## RESTRICTIONS ON CHANGES TO PLAY AND USE OF REPLICA ELEMENTS

By signing the Production Contract to which this Rider is attached, the individual signing on behalf of Licensee (the "Authorized Signatory") acknowledges, on behalf of Licensee, that under federal copyright law and the terms of the Production Contract, the Licensee may not (a) make any changes to the Play or any additional materials purchased or rented from MTI (the "MTI Rental Materials") or (b) use any choreography, direction or design elements from any prior production or film version of the Play except as set forth below under **Permitted Uses**. Without limiting the foregoing, Licensee acknowledges that it **may not**:

- Make changes of any kind, including changes of music, lyrics, dialogue, sequence of songs and/or scenes, time period, setting, characters or characterizations or gender of characters in the Play, regardless of whether the authors have approved any similar changes for a prior production of the Play.
- Add music, dialogue, lyrics, scenes, scenarios, characters, framing devices or anything to the text or structure of the Play as embodied in the MTI Rental Materials, including adding any songs or dialogue from any film version of the Play or from any other version of the Play.
- Delete, in whole or in part, any material (including music, lyrics or text) from the Play as embodied in the MTI Rental Materials.
- Use any of the designs, direction, choreography, logos or artwork, or other intellectual property from any Broadway, London, or touring productions or from any film version of the Play, except as set forth below under **Permitted Uses**. The rights to all of these elements are owned by third parties and are not granted as part of this Performance License.

**Permitted Uses:** Notwithstanding the foregoing restrictions, Licensee may use production elements such as choreography, direction, designs and/or logos when (i) any such elements are specifically authorized for use by MTI, either as part of MTI's standard rental package (or ShowKit®, for Broadway Junior® titles), or (ii) a license to use any such element is purchased separately by Licensee, where available.

If Licensee violates any of these restrictions, Licensee acknowledges and agrees that MTI may revoke Licensee's contract and cancel the production without advance notice and without Licensee recourse of any kind, that Licensee will forfeit any prepaid fees and/or royalties in full and that Licensee may be sued for breach of contract and federal copyright infringement to the full extent of the law.

By signing the Production Contract, which incorporates by reference the terms of this Rider, the Authorized Signatory acknowledges that the Authorized Signatory:

- a. has read and understands the terms above regarding changes to the Play and use of replica elements;
- b. has reviewed, or will review, the terms of this Production Contract regarding changes to the Play and use of replica elements with the director and entire creative team of Licensee's production; and
- c. represents and warrants that the director and creative team have been or will be instructed that (i) no changes may be made to the Play without the written consent of the Rightsholders and (ii) they shall not copy or replicate any of the creative elements of prior productions or film version of the Play.