



# DRAMA AND MUSICAL LICENSE AGREEMENT

-----COVER AND SIGNATURE PAGE-----

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| <p><b>LICENSE PROVIDER</b> <i>(Name and Address):</i></p>                                                                                                                                      | <p><b>DISTRICT:</b><br/> <b>JEFFERSON COUNTY SCHOOL DISTRICT R-1</b><br/>                 1829 Denver West Dr., Bldg. 27<br/>                 Golden, CO 80401</p> <p><b>On behalf and for this District school</b> (the “School”):</p>                                                                        |
| <p><b>EFFECTIVE DATE:</b><br/>                 This Agreement becomes effective of the later date of the Parties’ signatures below.</p>                                                        | <p><b>AGREEMENT END DATE:</b><br/>                 When the events, performances, and purposes of this Agreement have occurred and been performed, and when the District has accepted and paid as required under the Agreement or when the Agreement is otherwise terminated in accordance With its terms.</p> |
| <p><b>MAXIMUM AGREEMENT AMOUNT:</b></p> <p>\$</p> <p><i>Not to exceed the greater of \$3,500 or the signature authority of the individual signing on behalf of the District or School.</i></p> | <p><b>ADVANCE PAYMENT AMOUNT:</b></p> <p>\$</p>                                                                                                                                                                                                                                                                |
| <p><b>Name of the Play or License:</b></p>                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                |

**Signatures**

For sufficient and valuable consideration, the **License Provider** and the **District** (the “Parties”) are entering into this Theatre and Performance License Agreement (the “**Agreement**”) by signing on the **Cover and Signature Page**. The Agreement goes into effect on the date when the last Party signs (“**Effective Date**”).

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| <p><b>LICENSE PROVIDER:</b></p> <p>_____</p> <p><i>Signature</i></p> <p>By: _____</p> <p><i>Insert Name and Title of Individual Signing for License Provider</i></p> <p>_____</p> <p><i>Date of License Provider Representative Signature</i></p> | <p><b>DISTRICT:</b></p> <p>_____</p> <p><i>Signature</i></p> <p>By: _____</p> <p><i>Principal or other District-Authorized Representative</i></p> <p>_____</p> <p><i>Date of Principal’s or other District Representative’s Signature</i></p> |
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**1. License Grant to the District.** The License Provider grants to the School the license or licenses to use the License Provider’s intellectual property regarding theatre play, performance scripts, or related creative works as described in the License Provider’s license agreement or other contract form (the “**License Provider Agreement**”).

**1.1. *License Provider Agreement Attached.*** The License Provider Agreement is attached to this Agreement and incorporated herein.

**1.2. *Agreement Prevails.*** The main body of this Agreement governs in the event of any conflict or inconsistency between the main body of this Agreement and the License Provider Agreement. In addition, in accordance with Colorado statute, any required provisions are deemed to be included, and a term or condition in this deemed invalid is void. C.R.S. §22-1-135.

## **2. Costs and Payment.**

**2.1. *Payment.*** The District will pay as provided in the License Provider Agreement.

**2.2. *Deposits and Advance Payment.***

2.2.1. The License Provider shall credit all advance payments towards the final amounts that the District owes.

2.2.2. The License Provider shall refund any advance payments that are not earned in accordance with the Agreement.

**2.3. *Conditions for Payment.*** The District will pay amounts up to the lesser of: (i) the amount listed as the “**MAXIMUM AGREEMENT AMOUNT**” on the *Cover and Signature Page* or (ii) the amount that the individual signing on behalf of the School or District is authorized to sign by District policy.

**3. Agreement Begin and End Dates.** This Agreement is in effect from the Effective Date through the date specified as the Agreement End Date the *Cover and Signature Page*.

**4. District versus School.** The District and the School are the same entity. The School designated on the *Cover and Signature Page* is entering into the Agreement for its use and benefit under District authority.

**5. General Agreement Terms and Conditions, and District-Specific Provisions.** The additional terms and conditions set forth on the following pages apply.

# General Agreement Terms and Conditions, and District-Specific Provisions

## Independent Contractor.

The License Provider is an independent contractor and not an employee of the District. Employees and contractors of the License Provider who aid in the performance of this Agreement are not employees of the District.

## Use of District Information.

1. **Permitted Use of District Information.** The License Provider shall use and maintain District Information for the sole and exclusive benefit of the District, only as necessary to perform under the Agreement, and only in compliance with applicable laws. “**District Information**” means any and all information, data, records, specification, software code, ideas, documents, data, images, and other material, in any form and on any media, that the License Provider receives from the District, and also includes (1) any such information that may belong to or affect persons not a party to the Agreement, and (2) any such information that is de-identified or anonymized so that all personally identifiable information and attributes about such data, have been permanently removed so that no individual identification can be made.
2. **Prohibited Uses of District Information.** The License Provider shall **not** do any of the following, unless required by law or the Agreement:
  - i) Use, sell, rent, transfer, distribute, alter, mine, or disclose District Information to any person not a party to the Agreement, except to employees, agents, or License Providers as necessary for them to perform under the Agreement.
  - ii) Use or publish the District’s name, logos, or reputation.
  - iii) Use District Information to conduct External Research as defined by District Policy.
  - iv) Use District Information for advertising or marketing of any kind directed toward or soliciting responses from District students, children, parents, guardians, or District employees.
  - v) Store District Information outside the continental United States.
3. **Protected Data.** In connection with performance under the Agreement, even if not expressly required or permitted, the License Provider may gain access to certain District Information that is specifically protected by state and federal laws, even though the Agreement may not require or permit such access. In this case, the License Provider shall comply with the requirements of the following laws as applicable: (1) the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and 34 CFR Part 99, concerning the confidentiality and release of student records and data, as reflected in District Policy JRA/JRC; (2) the FERPA provisions of 20 U.S.C. § 1232h, as reflected in District Policy JLDAC, concerning the need to obtain written consent of the parent prior to subjecting a student to a certain manner of survey, analysis, or evaluation, and concerning the provision of psychological services; (3) the Colorado Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 *et seq.*; (4) the Children’s Online Privacy and Protection Act (COPPA) of 1998, 5 U.S.C. 6501 to 6505, and its implementing regulations; (5) and other laws protecting financial, health, and personally identifiable information, as these laws may apply. The License Provider acknowledges its officers, employees, and agents who access the education records and personally identifiable information of District students may use such information only for the purposes of performing under the Agreement; that the License Provider is prohibited from re-disclosing such information to others; and that the License Provider shall use reasonable methods to ensure to the greatest extent practicable that such records and data are protected from further disclosure; and that License Provider shall securely and permanently destroy any such information when the Agreement is terminated or when the information is no longer needed to perform under the Agreement.

## License Provider's Representations.

The License Provider represents and warrants that the License Provider: (i) has the right and authority to grant the licenses that are the subject of the Agreement; and (ii) is not infringing on the intellectual property rights of any individual, person, or entity by entering into this Agreement.

## Indemnification.

The License Provider indemnifies the District and holds the District harmless from and against all claims, damages, liability, demands, suits, and actions that persons not a party to the Agreement may bring against the District or the School or both (“Claims”), expressly including, without limitation, any Claims involving the intellectual property rights and claims of other individuals, persons, or entities.

## Federal Funding.

The District may pay for the Services, in whole or in part, with federal grants or other federal funds. If so, the provisions of **Supplement 2 – Federal Funding Provisions** apply, which are posted on the District’s website (Purchasing Department’s web page).

### District Specific Provisions.

1. Availability of Funds and Constitutional Limitations on Debt. Financial obligations of the District payable after the District's current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.
2. Compliance with Laws. The License Provider shall comply with all laws that apply to performance under the Agreement, as amended from time to time.
3. Conflict of Interest. The License Provider represents that the License Provider (i) has no personal or financial interest in the Agreement (other than the consideration to be earned); (ii) shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance under the Agreement; and (iii) does not and will not employ or engage any person with a personal or financial interest in the Agreement (other than the consideration to be earned).
4. Governing Law, Jurisdiction, and Venue. The laws of the State of Colorado govern this Agreement. Any action to enforce the Agreement shall be brought in a court of competent jurisdiction in Jefferson County, Colorado.
5. Governmental Immunity. The District does not waive, and no provision of the Agreement is or shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101 *et seq.* C.R.S.
6. Indemnification by District Void. The District does not and will not indemnify the License Provider or any person not a Party.
7. Open Records Law/CORA. The Colorado Open Records Act, CRS § 24-72-100.1 *et seq.*, as amended from time to time, applies to the Agreement, the License Provider's performance, and the records and reports generated thereunder, to the extent not prohibited by federal law.
8. Tax Exemption. The District is exempt from the payment of state and most municipal, sales and use taxes for materials, supplies, and equipment used in the performance under the Agreement, and may be exempt from federal and other taxes. The License Provider shall not include any of these taxes in any charges or invoices to the District. The District will provide evidence of tax exemption upon the License Provider's request.

*Insert or Attach License Provider Agreement Here.*