

MUSIC THEATRE INTERNATIONAL

Your MTI Rep: BARBARA MORGAN
Your MTI Account Number: 4093070
Contract #: 9665170 Printed on: 12/01/20

Licensee:

LA SIERRA HIGH SCHOOL
C/O: AMY KASINSKI
4145 LA SIERRA AVE
RIVERSIDE, CA 92505

Contract Issue Date: 12/01/20
Contract Expiration Date: 01/12/21
Valid For Performances From: 03/05/21 - 03/13/21

TELE#: 951358-1725 FAX:
E-MAIL: amy.kasinski@alvordschools.org

MTI Access Code: FRE1587986

SPECIAL CONDITIONS: All streaming royalties will be collected via SHOWTIX4U, unless other arrangements have been made with MTI. On the contract confirmation

PRODUCTION CONTRACT for FREAKY FRIDAY ONE ACT EDITION

AMOUNT ENCLOSED

FEES:

Royalty A) For ____ number of performances @ \$.00 for each regular, benefit or other performance, for a total of:.....\$
STREAMING
Streaming Performances require the purchase of

Non-Refundable Materials Fee (See Additional Materials Order Form for a list of ShowKit™ contents) \$ 695.00

Materials Shipping (Rush Delivery available for \$85.00 in U.S.): \$ 40.00

Rush Delivery available in Canada for \$115.00. Canadian Shipments are by most efficient carrier, unless otherwise instructed.

SALES TAX (CA, CT, MN, NJ, NY): CT, MN & NY: Apply to all Material and Shipping fees. CA & NJ residents apply to Materials only \$ 61.00

ADDITIONAL MATERIALS TOTAL (from Additional Materials Order Form — please attach): \$ 395.04

TOTAL AMOUNT ENCLOSED (Payable in U.S. Funds): \$ 1191.04

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: _____

Signature: _____ Amount: _____

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

SHIPPING

Shipping Address: 4145 La Sierra Ave.
(NO P.O. BOXES)

City: Riverside State/Province: CA Zip/Postal Code: 92505

Please note: 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

Materials are non-transferable and non-refundable

With this contract you are agreeing to produce FREAKY FRIDAY ONE ACT EDITION

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: _____

Daytime Phone Number: () E-mail: _____

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.

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STANDARD MATERIALS

Your MTI Rep: BARBARA MORGAN
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YOUR STANDARD SET OF MATERIALS WILL INCLUDE:

- 30 LIBRETTO/VOCAL BOOK
- 1 ONE ACT EDITION AUDIO DOWNLOAD
- 2 PIANO VOCAL SCORE

ADDITIONAL MATERIALS

Your MTI Rep: BARBARA MORGAN
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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.

ADDITIONAL MATERIALS ORDER FORM

	QUANTITY		COST EACH	TOTAL
ADDITIONAL MATERIALS				
LIBRETTO/VOCAL BOOK	_____	x	\$ 10.00	= \$ _____.
PIANO VOCAL SCORE	_____	x	\$ 40.00	= \$ _____.
THEATRICAL RESOURCES				
CUSTOMIZABLE SHOW POSTERS AND ARTWORK	_____	x	\$ 175.00	= \$ _____.
HOW DOES THE SHOW GO ON?	_____	x	\$ 21.00	= \$ _____.
LOGO PACK DIGITAL	1	x	\$ 75.00	= \$ 75.00
PRODUCTIONPRO	1	x	\$ 199.00	= \$ 199.00
REHEARSCORE APP	_____	x	\$ 350.00	= \$ _____.
SCENIC PROJECTIONS-ANIMATED	_____	x	\$ 995.00	= \$ _____.
SCENIC PROJECTIONS-STILL	_____	x	\$ 695.00	= \$ _____.
SUBPLOT CUSTOMIZED SHOW POSTER ***	_____	x	\$ 299.00	= \$ _____.
THE ORIGINAL PRODUCTION	_____	x	\$ 75.00	= \$ _____.
VIDEO LICENSE	1	x	\$ 75.00	= \$ 75.00

ADDITIONAL MATERIALS TOTAL:.....

\$ 349.00

ADDITIONAL MATERIALS SHIPPING (DO NOT apply shipping charge for Video License):

\$ 15.50

Add. Materials Total	Ground	Rush	Add. Materials Total	Ground	Rush
\$0 - \$100	\$ 8.50	\$38.25	\$401 - 500	\$22.50	\$101.25
\$101 - \$200	\$12.00	\$54.00	\$501 - 600	\$26.00	\$117.00
\$201 - \$300	\$15.50	\$69.75	\$601 - 700	\$29.50	\$132.75
\$301 - \$400	\$19.00	\$85.50	\$700 and up	(call for shipping rates)	

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 (CA, MN, NJ, NY):.....

\$ 30.54

NY & MN: Apply to Material and Shipping fees. CA & NJ residents apply to Materials ONLY

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

\$ 395.04

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

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL MATERIALS

BILLING CREDITS

Your MTI Rep: BARBARA MORGAN
Your MTI Account Number: 4093070
Contract #: 9665170 Printed on: 12/01/20

SHOW BILLING CREDITS

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

**** SEE BILLING RIDER ****

MTI BILLING

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

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

VIDEO RECORDING WARNING

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

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

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

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

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

VIDEO LICENSE

MTI COPY

Your MTI Rep: BARBARA MORGAN

Your MTI Account Number: 4093070

Contract #: 9665170 Printed on: 12/01/20

VIDEO LICENSE

LIMITED HOME USE VIDEO RECORDING PERMISSION

WHEN SIGNED IN THE SPACES INDICATED BELOW, AND UPON RECEIPT BY MTI OF LICENSEE'S PAYMENT OF SEVENTY-FIVE DOLLARS (\$75.00), THE FOLLOWING TERMS SHALL CONSTITUTE AN AGREEMENT BETWEEN (LICENSEE)

**LA SIERRA HIGH SCHOOL
(THE "LICENSEE") AND MUSIC THEATRE INTERNATIONAL ("MTI"), GRANTING LICENSEE LIMITED PERMISSION TO MAKE FREAKY FRIDAY ONE ACT EDITION (THE "PLAY").
ONE VIDEO RECORDING OF LICENSEE'S PRODUCTION OF THE PLAY ENTITLED (TITLE)**

1. Notwithstanding the prohibition against any video recording whatsoever in the Performance License previously granted to Licensee by MTI for the live stage performance of the Play, MTI, having secured permission from The Walt Disney Company for the creation by Licensee of a performance video recording hereby permits Licensee to make one video recording for each cast in different performances of your production of the Play subject to Licensee's strict observance of the conditions set forth herein.

2. A video recording of the Play (the "Video recording") may be created by Licensee as a non-commercial venture for archival purposes, which video recording may not be sold, leased or rented except as provided as herein. Alternatively, Licensee may hire an outside party to professionally make one video recording of the Play provided that such video recording may only be used (a) for archival purposes, and/or (b) to make additional copies of the recording that may be sold to participants in the Play or their families for their own personal, at-home (i.e., non-commercial use). Such outside party may not use the name "Disney" or any other trademarks of The Walt Disney Company in any way, except to indicate the content of the video recording. In addition, Licensee may authorize participants in the Play (i.e., cast, crew, creative team) or their families to create a video recording of the Play solely for their own personal, at-home (i.e., non-commercial) use.

3. As a condition to the rights granted herein, Licensee agrees to use good faith efforts to inform all audience members of the restrictions and limitations on video recording and the subsequent use thereof, as set forth herein. At a minimum, Licensee agrees to include a statement in the Play's program substantially in the form provided below and shall further inform audience members of the below limitations by way of an announcement prior to the start of each performance of the Play:

ANY VIDEO RECORDING MADE OF THIS PERFORMANCE IS AUTHORIZED FOR PERSONAL, AT-HOME, NON-COMMERCIAL USE ONLY. THE SALE OR DISTRIBUTION OF SUCH RECORDING IS STRICTLY PROHIBITED UNDER FEDERAL COPYRIGHT LAW.

4. In no event may any video recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale or electronic transmission and/or posting on the Internet.

5. Licensee understands that its failure to follow the above requirements, even if inadvertent, will incur liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI for its out-of-pocket legal fees and shall pay to MTI damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play.

6. All other provisions, terms and conditions of the License Agreement shall continue in full force and effect.

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. A copy of MTI's Performance License can be found online at www.MTIShows.com/PerfLicense.

PRINT YOUR NAME _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

DAYTIME TELEPHONE _____ EMAIL _____

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

MTI BILLING CREDIT

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

FREAKY FRIDAY ONE ACT EDITION

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

CONTRACT RIDER

MTI COPY

Your MTI Rep: BARBARA MORGAN

Your MTI Account Number: 4093070

Contract #: 9665170 Printed on: 12/01/20

ADDITIONAL LICENSING GUIDELINES AND PROVISIONS

This Rider is part of the Production Contract

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

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

Freaky Friday

Book by
Bridget Carpenter

Music by
Tom Kitt

Lyrics by
Brian Yorkey (50% of title)

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

(40% of title)

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

SHORTFORM BILLING FOR LEAFLETS AND CLASSIFIED ADVERTISEMENTS

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

The (Licensee's)
Production of

Freaky Friday

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

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

The following credits shall be included in the program on the title page, and shall be no less than 40% of the regular title, and if there is no regular title, then no less than 16% of the logo or artwork title, and in all events 80% of the size of the credit to the authors:

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

ADDITIONAL LICENSING GUIDELINES AND PROVISIONS CONTINUED...

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

Freaky Friday
Is presented through special arrangement with Music Theatre International (MTI).
All authorized performance materials are also supplied by MTI.
421 West 54th Street, New York, NY 10019
Phone: 212-541-4684 Fax: 212-397-4684
www.MTIShows.com

4. **VIDEOTAPING.** 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.**

5. **CO-PRODUCTION.** You may share production costs and/or physical production elements (but not casts) of your production of the Play with other licensees, including renting your physical production to other licensees, subject to MTI's approval, but your production shall only refer to your organization as the producer/presenter of the Play.

6. **REPRESENTATIONS AND WARRANTIES.** You hereby represent and warrant as follows: that (i) You shall comply with all applicable laws, including, without limitation all applicable local laws, and shall present the Play in accordance with the terms of this agreement; and (ii) no rights of any third party are or will be violated by your entering into or performing this Agreement, and you have not made nor shall you hereafter make any agreement with any third party which could interfere with the full performance of your obligations hereunder.

7. **INDEMNIFICATION.** You hereby agree to indemnify and hold MTI and Disney (and their affiliates and each of MTI, Disney and such affiliate's respective successors, assigns, affiliates, officers, employees, agents, licensees and lessees) harmless against any and all damages, loss, liability, cost or penalty, including without limitation reasonable attorneys' fees and disbursements resulting from any breach or alleged breach of any representation, warranty or agreement made by you hereunder, or relating in any way to your presentation of the Play, except to the extent caused by the negligence or breach of agreement by MTI.

8. **DISNEY PUBLIC IMAGE AND REPUTATION.** You acknowledge that Disney is extremely sensitive about maintaining the wholesome Disney public image and preserving and enhancing the Disney reputation for consistently offering family entertainment of the highest caliber. You agree that neither you, nor your employees and representatives, shall take any action which could poorly reflect upon such Disney public image or reputation and you shall at all times manage the production and presentation of the Play in a manner consistent with such Disney public image and reputation. All staff will be made aware of Disney's standards and will conduct themselves in a manner in accordance with these standards and with the expectations of a family audience. In addition to the foregoing, you agree not to list any of your sponsors in connection with any advertising or promotion of the Play if such sponsors do business in any of the following categories: alcohol, tobacco and, firearms. Any violation of the foregoing provisions shall entitle us to immediately terminate this Agreement and to injunctive relief to prohibit any further use of the Play.

9. **TRADEMARKS.** You shall acquire no right under this Agreement to use, and shall not use, the name "Disney" (either alone or in conjunction with or as part of any other word or name) or any fanciful characters, designs, logos or trademarks of The Walt Disney Company or any of its related, affiliated or subsidiary companies:

- 9.1 in any of your advertising, publicity or promotions other than as part of the title of the Play and credits below the title, all as provided in Paragraph 1 of this Rider and to factually describe Disney's role in your production, namely, that Disney is a licensor only of its stage play and not Disney owned production elements, and is not a producer of your show, and that Disney originally produced the Play;
- 9.2 to express or imply any endorsement by Disney of your production of the Play or any other of your activities; or
- 9.3 in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).

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. A copy of MTI's Performance License can be found online at www.MTIShows.com/PerfLicense.

PRINT YOUR NAME _____ TITLE _____
AUTHORIZED SIGNATURE _____ DATE _____
DAYTIME TELEPHONE _____ EMAIL _____

YOU MUST COMPLETE AND RETURN THIS PAGE WITH YOUR CONTRACT

CONTRACT RIDER

LICENSEE COPY

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Your MTI Account Number: 4093070
Contract #: 9665170 Printed on: 12/01/20

DRAMATIC PERFORMING RIGHTS

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. You hereby agree to perform the Play, and to pay the stated royalty for each regular, benefit or other performance, including matinees. You further agree to pay a materials fee in conjunction with the issuance of this license and a fee for any additional materials ordered. Your authorized materials will consist of the following:
2. The performance rights granted by this license apply only to the organization named above through special arrangement with Music Theatre International, exclusive licensing agents for live stage performances of the Play. Under no conditions can this License be assigned, sub-licensed or transferred to any individual or organization without our written consent.
3. You may not make or sell merchandise bearing the show logo, with the exception of T-shirts purchased from MTI.
4. You understand that the Play is fully protected by federal and international copyright laws, and therefore:
 - You must 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 the 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. BY SIGNING THIS PRODUCTION CONTRACT, YOU AGREE TO REVIEW THESE COPYRIGHT PROVISIONS WITH THE DIRECTOR AND ENTIRE CREATIVE TEAM OF THIS PRODUCTION, AND YOU REPRESENT AND WARRANT THAT THE DIRECTOR AND CREATIVE TEAM HAVE BEEN OR WILL BE INSTRUCTED THAT NO CHANGES MAY BE MADE TO THE PLAY WITHOUT THE WRITTEN CONSENT OF MTI ON BEHALF OF THE RIGHTSHOLDERS.
 - You will not reproduce, post or electronically transmit on the Internet or social media, rent or sell any of the materials provided to you.
 - 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 Video License for your production of the Play, you may permit limited recording in accordance with the terms of the Video License.
5. If any of the conditions of this License are changed in any way (including cancellation or addition of performance[s], ticket price adjustments or change of venue), you must notify MTI's business office in writing immediately, and MTI must approve all changes before they may take effect. Such changes may alter the fees quoted in this License.
6. The granting of this Performance License and the fees quoted are subject to review and cancellation if MTI has not received one signed copy of the Production Contract, accompanied by payment in full, by the expiration date on the front of the contract.
7. Should you desire to present additional performances, you agree to enter into a new agreement with us and to make additional royalty payments for any and all performances in addition to those already licensed by us. You agree not to announce, present or sell tickets for such additional performances without our prior written permission AND payment of the additional royalty fees due.
8. You agree as a condition of this License to reserve two (2) complimentary tickets (if requested) for the use of MTI and the Copyright Owners for each performance and MTI agrees not to sell such tickets.
9. You shall forward to us at least one (1) copy of the program for your production not later than three (3) days following the opening performance licensed by us under the terms of this agreement. You shall submit to us, within five (5) days following demand by us, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. 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. Such books and records shall be open at all reasonable business hours for inspection by MTI or our representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. MTI's rights under this License shall continue for twelve (12) months following the later of the date of (i) the last performance licensed under the terms of this Agreement or (ii) last payment received by MTI from you.
10. This License is conditioned upon your fulfillment of all obligations under this Agreement, including the prompt payment of all materials and royalty fees in U.S. funds when due. For schools and government agencies only, a signed, authorized purchase order is acceptable for payment. Unless all of your obligations have been fulfilled, this License will terminate automatically. 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 shall 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 License, including, but not limited to, attorneys' fees, telephone, fax, and postage charges and collection expenses.
11. We warrant that, on behalf of the owners of the copyright in the Play, we are authorized to grant this License to you. We make no other warranties.
12. All rights in and to the Play other than those specifically licensed to you under the terms of this License are reserved to us, with the unrestricted right on our part 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.
13. This License shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum.
14. You agree to indemnify us and the Copyright Owner(s) of the Play from any claim arising out of your violation of any of the provisions of this License.
15. You shall pay transportation charges for materials that we supply to you, as well as all customs charges, duties and the like in connection with shipments of materials outside of the United States. Any expense that we incur with respect to the delivery of the materials shall be charged to you; you agree upon demand promptly to reimburse us for the full amount of such expense.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

LIMITED STREAMING LICENSE

Your MTI Rep: BARBARA MORGAN
Your MTI Account Number: 4093070
Contract #: 9665170 Printed on: 12/01/20

DISNEY LIMITED STREAMING LICENSE

Defined Terms Used in this License:

MTI Access Code: FRE1587986

Licensee: LA SIERRA HIGH SCHOOL

Streaming License Fee: \$ 0

Play: FREAKY FRIDAY ONE ACT EDITION

Minimum Per Performance Royalty of \$ 35.00 against 15.00% of gross receipts, whichever is greater

A Note About Streaming:

MTI has worked closely with authors and other rightsholders to make streaming available to groups who are eager to present their shows during these challenging times, despite the unprecedented obstacles producers face in bringing audiences into their theatres.

While the streaming option can deliver a stage performance to remote viewers, we feel strongly that streaming is not a comparable substitute for a live, "in-person" theatrical experience. Theatre is unique in the person-to-person connection it offers to audiences and performers alike and we look forward to the day when streamed performances are no longer necessary to support our customers engaging in this great art form.

The following shall constitute a rider to the associated Production Contract and is deemed incorporated by reference into such contract.

Licensee has requested the right to record its AMATEUR production of the Play to make it available for viewing remotely on the SHOWTIX4U.COM 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 SHOWTIX4U.COM streaming platform ("SHOWTIX4U.COM") to remote audience members who have purchased tickets to view the stream through SHOWTIX4U ("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 SHOWTIX4U.COM, 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 and Performance Options for the Play:** This Streaming License permits the Licensee to do the following:
 - (a) 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.

DISNEY LIMITED STREAMING LICENSE *continued*

3. **SHOWTIX4U.COM Platform:** As a condition of this Streaming License, all streams must take place on SHOWTIX4U.COM and Licensee must make arrangements with ShowTix4U separately. Licensee acknowledges that SHOWTIX4U.COM will be password-protected and will not permit downloading, copying or other duplication or redistribution of the Video Performance.
4. **Term:** 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.

B. GENERAL TERMS AND CONDITIONS

5. **Royalties and Fees:** Licensee acknowledges that in addition to any royalties or other fees payable pursuant to the Production Contract for the right to produce and present the Play and, if applicable, the nonrefundable 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 multiplied by 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 SHOWTIX4U.COM. Additional per ticket charges may be imposed by SHOWTIX4U.COM.
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 SHOWTIX4U.COM 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

DISNEY LIMITED STREAMING LICENSE *continued*

rightsholder(s) for its out-of-pocket legal fees 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.). Licensee shall indemnify, defend (with counsel chosen by the applicable party being indemnified) and hold harmless MTI and the authors and other rightsholders of the Play from and against all charges, damages, costs, expenses (including reasonable outside attorney's fees), judgments, settlements, penalties, liabilities or losses of any kind or nature whatsoever suffered or incurred by MTI, the authors and other rightsholders of the Play, and their respective parents, affiliates, subsidiaries, directors, officers, agents, employees, licensees, successors, and assigns arising out of any actual or threatened third-party action which relates in any way to the Video Performance or Licensee's live stage production of the Play.
- 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 social gathering restrictions as well as any other rules or guidance regarding the COVID-19 outbreak 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. Licensee shall indemnify and hold MTI and the rightsholders harmless from any claims, costs, and damages arising out of Licensee's 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).
- 14. Disney Image and Reputation.** Licensee acknowledges that the terms of the Additional Guidelines and Provisions incorporated by reference in the Licensee's Production Contract, including the provisions relating to the use of Disney intellectual property and its public image and reputation, apply to any content added by Licensee to the Video Performance (e.g., opening or closing credits, frames, intermission content, etc.). Licensee shall include the following copyright notice at the end of the video:
- © Walt Disney Productions.
- 15. 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, expenses, or damages arising out of this Limited Streaming License, even if 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.
- 16. Miscellaneous.** All other provisions, terms and conditions of the Production Contract shall continue in full force and effect. This Streaming License shall be governed by the laws of the State of New York.

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.

MTI CONTRACT CHECKLIST

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

Did you remember to....

- Order Additional Materials (by filling out Page 4)?
- Transfer the Additional Materials Total to Page 1?
- Determine and Total the "Amount Enclosed" on Page 1?
- Fill out Payment information completely on Page 1?

Make sure to return ALL of the following to MTI:

- Completed and Signed Production Contract (Page 1)
- Completed Additional Materials Order Form (Page 4) - if applicable
- FULL Payment