

# COVID-19 LICENSING FAQ/GUIDELINES

## **Streaming Royalties**

All streaming royalties will be collected via SHOWTIX4U ([www.ShowTix4U.com](http://www.ShowTix4U.com)), unless prior arrangements have been made with MTI.

On the contract confirmation page (page 2) *only* enter royalties for any performances in front of a live audience. For STREAMING performances, you need not enter any amount, and should leave the line blank.

## **Postponements**

Postponing a show (including COVID-19 postponements):

- Log into your MyMTI account at <https://account.mtishows.com>
- Click on Change Booking
- Make the appropriate selection(s) to adjust your date and click Submit
- You will receive an email confirmation that the change request was received, and it will include a summary of the changes you requested

## **Cancellations**

Cancelling a show (including COVID-19 cancellations):

- Log into your MyMTI account at <https://account.mtishows.com>
- Click on Change Booking
- Select I'd Like to Cancel My Booking and click Submit
- Once you have received the email confirming that your cancellation was processed, you can access your invoice through your MyMTI account by clicking Booking Details, and then clicking My Invoice.

## **Refunds/Keeping Funds on Account**

Refund checks will be distributed as soon as administratively possible. Processing delays due to fluctuating COVID-19 restrictions in New York City, where the MTI offices are located, may occur.

If you prefer to leave your funds On Account, you can log in to your MyMTI account and select whether you wish to:

- a) leave your funds On Account with MTI for your future use with any MTI-licensed productions
- b) leave your funds On Account temporarily, with MTI processing your refund at a later date (e.g., if you do not currently have access to the location/office where the payment will be mailed)
- c) request that your refund be processed and mailed as soon as possible

## **Material Returns**

Rental material returns: Our materials library is open and able to receive rental material returns. If you have safe access and if possible, please return any rented MTI materials to our library at your earliest convenience.

Your MTI Rep: **BARBARA MORGAN**  
 Your MTI Account Number: **4093070**  
 Contract No: **9710354**

**Licensee:**

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

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

Contract Issue Date: 11/12/21  
 Contract Expiration Date: 12/24/21  
 Valid For Performances From: 03/03/22 - 03/12/22

MTI Access Code: LIT1709350

**PRODUCTION CONTRACT** for DISNEY'S THE LITTLE MERMAID JR

**AMOUNT ENCLOSED**

SHOWKIT™

Royalty A) For 6 number of performances @ \$195.00 for each regular, benefit or other performance, for a total of:.....\$ 1170.00

Regular Performance  
 Seating Limited to 120 per Performance

Royalty B) 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

SHOWKIT 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 (where applicable) . . . . . \$ 60.82

ADDITIONAL MATERIALS TOTAL (from Additional Materials Order Form — please attach):. . . . . \$ 398.54

**TOTAL AMOUNT ENCLOSED** (Payable in U.S. Funds): . . . . . \$ 2364.36

**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

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

**ACCEPTANCE**

ShowKits™ are non-transferable and non-refundable.

With this contract you are agreeing to produce DISNEY'S THE LITTLE MERMAID JR  
 By signing below, you agree to the terms and conditions set forth in the Dramatic Performing Rights License.

Print Your Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Email: \_\_\_\_\_ Day Phone: (    ) \_\_\_\_\_

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

Your MTI Rep: **BARBARA MORGAN**  
 Your MTI Account Number: **4093070**  
 Contract No: **9710354**

**Licensee:**

LA SIERRA HIGH SCHOOL  
 C/O: AMY KASINSKI  
 4145 LA SIERRA AVE  
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**TOTAL AMOUNT ENCLOSED** (Payable in U.S. Funds): . . . . . \$ 2364.36

**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.

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(No P.O. Boxes)

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

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 By signing below, you agree to the terms and conditions set forth in the Dramatic Performing Rights License.

Print Your Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Email: \_\_\_\_\_ Day Phone: ( ) \_\_\_\_\_

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

**YOUR SHOWKIT WILL CONSIST OF THE FOLLOWING:**

- 30 ACTOR'S BOOK
- 1 DIRECTOR'S GUIDE
- 1 PIANO VOCAL SCORE
- 1 CHOREOGRAPHY VIDEOS DIGITAL
- 1 DOWNLOADABLE RESOURCES AND MEDIA
- 1 GUIDE VOCAL AND PERF TRACKS DIGITAL
- 1 STREAMING LICENSE US & CANADA ONLY

**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
	<b>ADDITIONAL MATERIALS</b>			
ACTOR'S BOOK	_____	x	\$ 10.00=	\$ _____
DIRECTOR'S GUIDE	_____	x	\$ 100.00=	\$ _____
PIANO VOCAL SCORE	_____	x	\$ 40.00=	\$ _____
	<b>THEATRICAL RESOURCES</b>			
ACTOR'S BOOK TENPACK	_____	x	\$ 75.00=	\$ _____
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-DIGITAL SCRIPT/SCORE	1	x	\$ 199.00=	\$ 199.00
SCENIC PROJECTIONS PRO 2.0	_____	x	\$ 1,795.00=	\$ _____
SCENIC PROJECTIONS 2.0	_____	x	\$ 450.00=	\$ _____
STAGE WRITE APPLICATION	_____	x	\$ 150.00=	\$ _____
VIDEO LICENSE	1	x	\$ 75.00=	\$ 75.00
LOGO TEES SIX-PACK ADULT LARGE	_____	x	\$ 80.00=	\$ _____
LOGO TEES SIX-PACK ADULT MEDIUM	_____	x	\$ 80.00=	\$ _____
LOGO TEES SIX-PACK ADULT SMALL	_____	x	\$ 80.00=	\$ _____
LOGO TEES SIX-PACK ADULT X-LARGE	_____	x	\$ 80.00=	\$ _____
LOGO TEES SIX-PACK ADULT XX-LARGE	_____	x	\$ 80.00=	\$ _____
LOGO TEES SIX-PACK CHILD LARGE	_____	x	\$ 80.00=	\$ _____
LOGO TEES SIX-PACK CHILD MEDIUM	_____	x	\$ 80.00=	\$ _____
LOGO TEES SIX-PACK CHILD SMALL	_____	x	\$ 80.00=	\$ _____
VIRTUAL STAGE MANAGER ***	_____	x	\$ 80.00=	\$ _____

Add total for all items here.

ADDITIONAL MATERIALS TOTAL: .....

\$ 349.00

ADDITIONAL MATERIALS SHIPPING .....

\$ 19.00

(do not apply shipping charge for Video License, Logo Packs, or RehearScore):

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) \$ 398.54**

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

\*\*\*See <https://www.mtishows.com/production-resources> for pricing.  
 \*\*\* 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**

**AUTHOR BILLING - DISNEY'S THE LITTLE MERMAID JR.**

In accordance with the Dramatic Performing Rights License, all advertising, such as posters and program covers, must include the show logo as provided in the ShowKit™ Director's Guide and all of the following author billing.

It is a violation of your contract if you crop or edit this logo in any way.

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

Production of



*(Author Names 50% of title, or no less than 20% of logo artwork)*

Music by

**Alan Menken**

Lyrics by

**Howard Ashman and Glenn Slater**

Book by

**Doug Wright**

Based on the Hans Christian Andersen story and the Disney film

Music Adapted and Arranged by

**David Weinstein**

The name of your organization must be billed 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 their names to the largest letter in the logo or artwork title.

The size of credits to the authors shall be no less than 20% of the artwork or logo title as measured by the proportion of the average size of your name to the largest letter in the logo or artwork title.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

## MTI BILLING CREDIT

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

### DISNEY'S THE LITTLE MERMAID JR

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

**DRAMATIC PERFORMING RIGHTS LICENSE**

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

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

1. You hereby agree to perform this musical show, and to pay the stated royalty for each regular, benefit or other performance, including matinees. You further agree to pay a materials fee for an authorized ShowKit™ from *The Broadway Junior Collection*® (the "ShowKit") purchased in conjunction with the issuance of this license and a fee for any additional materials ordered. Your authorized ShowKit™ will consist of the following:

30	ACTOR'S BOOK	1	DOWNLOADABLE RESOURCES AND MEDIA
1	DIRECTOR'S GUIDE	1	GUIDE VOCAL AND PERF TRACKS DIGITAL
1	PIANO VOCAL SCORE	1	STREAMING LICENSE US & CANADA ONLY
1	CHOREOGRAPHY VIDEOS DIGITAL		

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 this play. Under no conditions can this License be assigned, sub-licensed or transferred without our written consent.
3. All performers in this play must be 18 years of age or under unless special permission has been granted in writing by MTI.
4. All advertising must include the show logo as provided in the ShowKit™. You may not make or sell merchandise bearing this logo, with the exception of t-shirts if purchased from MTI.
5. You understand that this play is fully protected by federal 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 this show from *The Broadway Junior Collection*® exactly as it has been provided to you in the ShowKit™ materials, and you may not add or delete any music or lyrics, alter any music or lyrics or make changes of any kind in the text of the play, including deletions and changes to the period, characters and characterizations.
  - You will not reproduce, post or electronically transmit on the Internet, rent or sell any of the materials contained in the ShowKit™. However, to aid in the rehearsal of your junior production, you do have permission to make limited individual practice tapes from the performance CD to provide some students as needed which may contain up to a maximum of three (3) songs each per student. Such tapes may not be otherwise disseminated in any way.
  - Recording: 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.

*\*\*except with Disney titles, where a limited video license is available for \$75.00*
6. 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.
7. 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.
8. 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.
9. 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.
10. 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 date of the last performance licensed under the terms of this agreement.
11. 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.
12. 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.
13. All rights in and to the Play other than those specifically licensed to you under the terms of this License agreement 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.
14. 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.
15. 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 agreement.
16. 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**

# Rider for DISNEY'S THE LITTLE MERMAID JR.

## Specific Licensing Guidelines and Provisions - This Rider is Part of the Production Contract

1. **CO-PRODUCTION.** Licensee may share production costs and/or physical production elements (but not casts) of Licensee's production of the Play with other authorized licensees, including renting Licensee's physical production to other licensees, subject to MTI's approval, provided Licensee's production shall only refer to its organization as the producer of the Play.
2. **REPRESENTATIONS AND WARRANTIES.** Licensee hereby represents and warrants as follows: that (i) Licensee shall comply with all applicable laws, including, without limitation all applicable (delete for foreign licenses: United States and other federal, state, and) 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 Licensee entering into or performing this Agreement, and Licensee has not made nor shall Licensee hereafter make any agreement with any third party which could interfere with the full performance of its obligations hereunder.
3. **INDEMNIFICATION.** Licensee hereby agrees to indemnify and hold MTI and Disney (and its 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 Licensee 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.
4. **DISNEY PUBLIC IMAGE AND REPUTATION.** Licensee acknowledges 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. Licensee agrees that neither Licensee, nor Licensee's employees and representatives, shall take any action which could poorly reflect upon such Disney public image or reputation and Licensee shall at all times manage the production and presentation of the Play in a manner consistent with such Disney public image and reputation. All of Licensee's 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, Licensee agrees not to list any of its sponsors in connection with any advertising or promotion of the Play if such sponsors do business in any of the following categories: alcohol, tobacco, firearms and feminine hygiene products. 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.
5. **TRADEMARKS.** Licensee 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:
  - 5.1 in any of Licensee's advertising, publicity or promotions other than as part of the title of the Play, all as provided in Paragraph 1 of this Rider and to factually describe Disney's role in its production, namely, that Disney is a licensor only of its stage play and not Disney owned production elements, and is not a producer of Licensee's show, and that Disney produced the Play on Broadway and elsewhere.
  - 5.2 to express or imply any endorsement by Disney of Licensee's production of the Play or any other of Licensee's activities; or
  - 5.3 in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).

### ACCEPTANCE

By signing below, you signify that have you read and understand the terms and conditions set forth in this Rider. Violation of one or more of these Guidelines and Provisions constitutes a material breach of contract and may result in the immediate revocation of your performance license. Please read the Guidelines and Provisions carefully.

Organization Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

See Attachment A - Sample Ad Layout for authorized advertising and billing credits.

\*\*\* YOU MUST RETURN THIS SIGNED COPY WITH YOUR COMPLETED PERFORMANCE LICENSE \*\*\*

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2. **REPRESENTATIONS AND WARRANTIES.** Licensee hereby represents and warrants as follows: that (i) Licensee shall comply with all applicable laws, including, without limitation all applicable (delete for foreign licenses: United States and other federal, state, and) 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 Licensee entering into or performing this Agreement, and Licensee has not made nor shall Licensee hereafter make any agreement with any third party which could interfere with the full performance of its obligations hereunder.
3. **INDEMNIFICATION.** Licensee hereby agrees to indemnify and hold MTI and Disney (and its 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 Licensee 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.
4. **DISNEY PUBLIC IMAGE AND REPUTATION.** Licensee acknowledges 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. Licensee agrees that neither Licensee, nor Licensee's employees and representatives, shall take any action which could poorly reflect upon such Disney public image or reputation and Licensee shall at all times manage the production and presentation of the Play in a manner consistent with such Disney public image and reputation. All of Licensee's 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, Licensee agrees not to list any of its sponsors in connection with any advertising or promotion of the Play if such sponsors do business in any of the following categories: alcohol, tobacco, firearms and feminine hygiene products. 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.
5. **TRADEMARKS.** Licensee 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:
  - 5.1 in any of Licensee's advertising, publicity or promotions other than as part of the title of the Play, all as provided in Paragraph 1 of this Rider and to factually describe Disney's role in its production, namely, that Disney is a licensor only of its stage play and not Disney owned production elements, and is not a producer of Licensee's show, and that Disney produced the Play on Broadway and elsewhere.
  - 5.2 to express or imply any endorsement by Disney of Licensee's production of the Play or any other of Licensee's activities; or
  - 5.3 in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).

### ACCEPTANCE

By signing below, you signify that have you read and understand the terms and conditions set forth in this Rider. Violation of one or more of these Guidelines and Provisions constitutes a material breach of contract and may result in the immediate revocation of your performance license. Please read the Guidelines and Provisions carefully.

Organization Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

See Attachment A - Sample Ad Layout for authorized advertising and billing credits.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

## 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 LA SIERRA HIGH SCHOOL (THE "LICENSEE") AND MUSIC THEATRE INTERNATIONAL ("MTI"), GRANTING LICENSEE LIMITED PERMISSION TO MAKE ONE VIDEO RECORDING OF LICENSEE'S PRODUCTION OF THE PLAY ENTITLED DISNEY'S THE LITTLE MERMAID JR (THE "PLAY").

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 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. 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. 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.

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

AGREED AND ACCEPTED BY LICENSEE:

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**\*\*\*YOU MUST RETURN THIS SIGNED COPY WITH YOUR PAYMENT TO PURCHASE LIMITED HOME USE VIDEO RECORDING PERMISSION\*\*\***

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### ACCEPTANCE

AGREED AND ACCEPTED BY LICENSEE:

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

# LIMITED STREAMING LICENSE

Your MTI Rep: BARBARA MORGAN  
Your MTI Account Number: 4093070  
Contract #: 9710354 Printed on: 11/12/21

## DISNEY LIMITED STREAMING LICENSE

Defined Terms Used in this License:

MTI Access Code: LIT1709350

Licensee: LA SIERRA HIGH SCHOOL

Streaming License Fee: \$ 0

Play: DISNEY'S THE LITTLE MERMAID JR

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

- 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 (i) 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") or (ii) to perform the Play remotely (as described in Paragraph 2(b) below). 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).
- Streaming and Performance Options for the Play:** This Streaming License permits the Licensee to do the following:
  - Livestream:** Licensee may livestream (as defined below) one or more performances of its live stage production solely to Stream Viewers via SHOWTIX4U.COM. Livestreams may be shown only live, although SHOWTIX4U.COM will permit Stream Viewers a limited period of time to pause or restart from the beginning. "Livestream" means that the Video Performance is broadcast live over SHOWTIX4U.COM.
  - Remote Performance:** Licensee may use video conferencing technology (e.g., Zoom) or other video recording methods to create a "Remote Performance" of the Play and may stream such Remote Performance on SHOWTIX4U.COM, subject to the following. A "Remote Performance" is a production of the Play in which cast members perform individually from remote locations (e.g., at home) rather than live onstage. The Remote Performance may be presented live on a video-conferencing platform (with or without prerecorded segments) or the individual performances may be recorded separately and edited together to create a single Video Performance for streaming. Licensee may utilize any video recording method, including video conferencing technology (e.g., Zoom), for auditions and rehearsals and to capture its Remote Performance. Regardless of the method of creating a Remote Performance, no changes or additions in the book, lyrics or music of the Play may be made in the editing process. Licensee acknowledges

## DISNEY LIMITED STREAMING LICENSE *continued*

that although Zoom and other video conferencing technology may be used in the performance, capture and editing of the Remote Performance, the final edited Remote Performance may only be distributed on SHOWTIX4U.COM. It is permissible to stream a Zoom performance through SHOWTIX4U.COM but the Zoom performance cannot be distributed directly to an audience through Zoom, nor can the Remote Performance be streamed on any other audiovisual platform (YouTube, Vimeo, etc.). Remote Performances under this paragraph may be viewed solely by Stream Viewers who have purchased tickets to view on SHOWTIX4U.COM on the performance dates set forth in Licensee's Production Contract.

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](http://mtishows.com)**

9. **Restriction on Distribution.** In no event may any recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale or electronic transmission and/or posting on the Internet or social media except as expressly authorized in this Streaming License.
10. **Copyright Infringement.** Licensee understands that its failure to follow the above requirements, even if inadvertent, could subject Licensee to liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI and/or the rightsholder(s) may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI and/or the rightsholder(s) for its out-of-pocket 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.

**DISNEY LIMITED STREAMING LICENSE continued**

- 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) unless Paragraph 2 of this Streaming License includes remote performance rights.
- 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.

**ACCEPTANCE**

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

PRINT YOUR NAME \_\_\_\_\_ TITLE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

EMAIL \_\_\_\_\_ DAY PHONE \_\_\_\_\_

Performances from Date \_\_\_\_\_ to Date \_\_\_\_\_

## 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<sup>®</sup>, for Broadway Junior<sup>®</sup> 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)?
- Order Limited Home Use Video Recording Permission on Page 10?
- Transfer the Additional Materials Total to Page 1?
- Determine and Total the "Amount Enclosed" on Page 1?
- Sign the contract rider on Page 7?
- 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 3) — if applicable
- Signed Specific Licensing Guidelines Contract Rider (Page 7)
- Completed Video Recording Permission Form (Page 10) — if applicable
- FULL Payment



cindy ripley



## **Get Expert Advice and Solutions from ShowSupport!**

Show Support is our free online support feature where you can pose questions and offer solutions to the entire Broadway Junior community.

Along with your fellow teachers, our educational expert Cindy Ripley is always available to help you with any challenge.



## **Celebrate Your Production with our Recognition and Publicity Program**

As a special way of saying "Thank You" for presenting a Broadway Junior musical, we're happy to offer FREE professional assistance in publicizing your upcoming production and rewarding your students' accomplishments.

Elements include:

- Official Press Release to Your Local Media
- "Break a Leg" Message on Facebook
- A "takeover" of MTI's Instagram on your opening night

learn more @ [mtishows.com/broadwayjunior](https://mtishows.com/broadwayjunior)

**\*\*Please give this form to your BUSINESS OFFICE or PURCHASING DEPARTMENT\*\***  
 Your organization may require MTI's W-9 before it can pay amounts due under your license.  
**Questions? Email: [ap@mtishows.com](mailto:ap@mtishows.com).**

Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer          Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give Form to the          requester. Do not          send to the IRS.</b>
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Print or type. See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MTI Enterprises Inc.	
	<b>2</b> Business name/disregarded entity name, if different from above d/b/a Music Theatre International	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions. 423 West 55th Street, 2nd Floor	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code New York, NY 10019	
	<b>7</b> List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																			
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="width:30px;"> </td><td style="width:30px;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;"><b>or</b></td> </tr> <tr> <td colspan="10" style="text-align: center;"><b>Employer identification number</b></td> </tr> <tr> <td style="width:30px;">1</td><td style="width:30px;">3</td><td style="width:30px;">-</td><td style="width:30px;">2</td><td style="width:30px;">9</td><td style="width:30px;">7</td><td style="width:30px;">6</td><td style="width:30px;">4</td><td style="width:30px;">6</td><td style="width:30px;">8</td> </tr> </table>	<b>Social security number</b>																				<b>or</b>										<b>Employer identification number</b>										1	3	-	2	9	7	6	4	6	8
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<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.
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<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 01.04.2021
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**General Instructions**  
 Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**  
 An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

This document is intentionally included for organizations that require MTI's W-9. Please give this form to your **BUSINESS OFFICE or PURCHASING DEPARTMENT**