

## **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.

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

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

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

- **Sign and Return the Production Contract**
  - » Write in the Grand Total of Additional Materials (from *Additional Materials* page, if ordering)
- **Include Payment:**
  - Check or Money Order (no personal checks)  
OR
  - Credit Card information with Signature  
OR
  - Purchase Order (only for schools and government agencies)

#### **► ADDITIONAL MATERIALS**

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

### **ADDITIONAL NOTES**

- **Your Royalties will be calculated via ShowTix4U**
- **Materials via Digital Distribution** — keep an eye out for the emails containing the download links
- **Final Sales Tax and Shipping Fees** (if applicable) can only be determined after Contract has been processed.
- Please read through the entire Contract to ensure proper compliance with the terms of your agreement with MTI.

#### **To Return your Contract:**

- By EMAIL: Scan and email your signed Contract, with payment information, to your licensing representative
- By MAIL: Sign and mail your Contract, with payment information, to:

Music Theatre International  
423 West 55<sup>th</sup> Street  
New York, NY 10019

**Licensee:**

NORTE VISTA HIGH SCHOOL  
C/O: EDWARD EATON  
6585 CREST AVE  
RIVERSIDE, CA 92503-1102

TELE#: 951-358-1740 FAX: 951-358-1741  
E-MAIL: edward.eaton@alvordschools.org

Contract Issue Date: 12/14/20  
Contract Expiration Date: 01/25/21

Valid For Performances From: 04/09/21 - 04/17/21  
MTI Access Code: AXK1589792

**PRODUCTION CONTRACT** for A KILLER PARTY: A MURDER MYSTERY MUSICAL

SPECIAL CONDITIONS: All streaming royalties will be collected via SHOWTIX4U, unless other arrangements have been made with MTI. On the contract confirmation page (page 2) only enter royalties for the IN PERSON performances. For STREAMING performances do not enter anything, leave line blank.

**AMOUNT ENCLOSED**

Minimum Per Performance Royalty of \$ 35.00 against 12.50% of gross receipts, whichever is greater, with Royalties to be collected via SHOWTIX4U.

KILLER PARTY PACKAGE Fee (Digital download) . . . . . \$ 350.00

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

ADDITIONAL MATERIALS TOTAL (from Additional Materials Order Form — please attach): . . . . . \$ 75.00

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

**PAYMENT**

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

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

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Name on card: \_\_\_\_\_

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

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

**SHIPPING**

Shipping Address: \_\_\_\_\_  
(No P.O. Boxes)

City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

**ACCEPTANCE**

The KILLER PARTY PACKAGE is non-transferable and non-refundable.

With this contract you are agreeing to produce A KILLER PARTY: A MURDER MYSTERY MUSICAL  
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: ( ) \_\_\_\_\_

## ***YOUR DIGITAL KILLER PARTY PACKAGE MATERIALS***

### **You Will Receive The Following *Downloadable Assets***

DIRECTORS GUIDE  
GUIDE VOCAL AND PERFORMANCE TRACKS  
KILLER PARTY PACKAGE  
LIBRETTO VOCAL BOOK  
LOGO PACK  
MYSTAGE VIRTUAL BACKDROPS  
PIANO VOCAL SCORE DIGITAL  
PRODUCTION STILLS  
UNDERScore TRACKS  
VIDEO ASSETS

# ADDITIONAL MATERIALS

Your MTI Rep: BARBARA MORGAN  
Your MTI Account Number: 0030369  
Contract #: 9666323 Printed on: 12/14/20

## 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
PRODUCTION STILLs ***			
UNDERSCORE TRACKS ***			
VIDEO ASSETS ***			
	THEATRICAL RESOURCES		
VIDEO LICENSE	1	x \$ 75.00	= \$ 75.00

Add total for all items here.

ADDITIONAL MATERIALS TOTAL: .....

\$ 75.00

ADDITIONAL MATERIALS SHIPPING

(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): .....

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)**

\$

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

# BILLING CREDITS

Your MTI Rep: BARBARA MORGAN  
Your MTI Account Number: 0030369  
Contract #: 9666323 Printed on: 12/14/20

## SHOW BILLING CREDITS

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

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

A KILLER PARTY		100%
Music	Lyrics	50%
Jason Howland	Nathan Tysen	
Libretto		50%
Kait Kerrigan and Rachel Axler		
Orchestrations and Arrangements		25%
Jason Howland		
Additional Orchestrations	Additional Arrangements	25%
Kim Scharnberg	Billy Jay Stein	

No billing shall appear in type larger or more prominent than the billing to the Authors except for the title of the Play.

In advertisements of 1/4 page size or less, or where only the title of the play, performance dates and venue are provided, the following "shortened billing" is permissible:

A KILLER PARTY!

## MTI BILLING

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

**A KILLER PARTY: A MURDER MYSTERY MUSICAL**  
**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

## KILLER PARTY LICENSE

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

- a) you (the "Authorized Signatory") have read and understood the terms, conditions and provisions set forth below;
- b) you are authorized to sign this KILLER PARTY License ("License") on behalf of Licensee;
- c) you agree to the terms, conditions and provisions contained herein on behalf of the Licensee; and
- d) you will inform the producer(s), director(s) and creative team of Licensee's production of the terms and conditions contained in this License.

This License grants you the right to produce a remote production of *A Killer Party* (the "Play") and to capture the performance and to stream it via the SHOWTIX4U.COM platform. You agree to pay the stated royalty and the fee for the authorized "A Killer Party" production bundle ("Killer Party Package") purchased in conjunction with the issuance of this License and the applicable fees for any additional materials ordered, all as more particularly set forth below.

### **A. REMOTE PERFORMANCES AND STREAMING RIGHTS**

1. **Grant of Rights.** This License grants Licensee permission to use video conferencing technology (e.g., Zoom) or other video recording methods to create and capture a "Remote Performance" of the Play and to stream such Remote Performance solely 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 rather than live onstage. The Remote Performance may be performed 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 that although Zoom and other video conferencing technology may be used in the performance, capture and editing of the Remote Performance, the final edited Video Performance may only be distributed on SHOWTIX4U.COM. It is permissible to stream a pre-recorded Zoom performance through SHOWTIX4U.COM but such performance cannot be distributed directly to an audience through Zoom, nor can the Video Performance be streamed on any other audiovisual platform (YouTube, Vimeo, etc.). No live stage rights to the Play are granted in this License. The use of makeup to alter a performer's race or ethnicity (e.g., blackface, etc.) is strictly prohibited under this License.
2. **SHOWTIX4U.COM Platform.** As a condition of this License, you acknowledge that your recorded performance of the Play may be captured solely for the purpose of streaming it for "Scheduled Performances" 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 that Licensee must make arrangements with SHOWTIX4U.COM 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. Licensee acknowledges and agrees that all Video Performances may be distributed only via SHOWTIX4U.COM, and streaming, broadcasting or any other distribution of the Remote Performance is not permitted on any other platform or service (e.g., YouTube, Vimeo, Google Classroom, Facebook, Zoom or other social media).
3. **Streaming Performances.** Licensee's Scheduled Performances of the Play on SHOWTIX4U.COM may take place only on the dates set forth on the first page of this Production Contract. If Licensee is making changes to its production 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.
4. **Digital Materials.** The bundle of digital scripts, tracks and other resources provided to Licensee under this License (the "Killer Party Package") is furnished solely to enable Licensee to produce the Play. Neither Licensee nor any cast or crew member may make any physical or digital copies of the materials provided or physically alter, amend, or change them, or digitally distribute them (except to members of Licensee's creative team and performers), without MTI's prior written permission. If such permission is granted, you agree to collect and destroy all such copies upon the completion of your production. **You acknowledge that once the Killer Party Package has been released to you, the fee for the Killer Party Package referenced on the first page of this Production Contract is nonrefundable.**
5. **Changing the Play; Casting:** Under federal law and under the terms of this License, you may not make any changes to the Play, including but not limited to the following:
  - a. You may not add music, dialogue, lyrics or anything to the Play as embodied in the Killer Party Package.
  - b. You may not delete, in whole or in part, any material in the Play as embodied in the Killer Party Package.
  - c. You may not make changes of any kind, including but not limited to changes of music, lyrics, dialogue, sequence of songs and/or scenes, time period, setting, characters or characterizations or gender of characters in the Play.

## KILLER PARTY LICENSE *continued*

- d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to MTI. MTI may, in its sole discretion, seek approval for such change from the author or other rightsholders of the Play (the "Rightsholders"). If permission for any such change is granted, such changes shall become the property of the Rightsholders without any obligation to you or any third party making such changes, and MTI may require you to enter into a work for hire agreement or copyright assignment with such third party. If MTI does not respond to a request for any changes, the change shall be deemed disapproved. No such change shall be implemented in your production unless and until MTI has notified you in writing that the change is approved.
- e. The use of makeup to alter a performer's race or ethnicity (e.g., blackface, etc.) is strictly prohibited under this License.
- 6. **Use of Play Title in Domain Names and Social Media.** You may not use any domain name or social media or account/handle incorporating the name of the Play without the prior written permission of MTI. If permission is granted, you must agree to assign the domain name to the Rightsholders or their duly authorized representatives.
- 7. **Merchandise:** You may not create merchandise based on the Play or using the Play's title, logo, characters, lyrics or text, whether for sale or distribution, without written permission from MTI acting on behalf of the Rightsholders or their duly authorized representatives. You may sell merchandise purchased from MTI (e.g., T-shirts), if available.

### B. CONTRACT TERMS AND CONDITIONS

- 1. **Royalties and Fees.** Licensee acknowledges that in addition to the nonrefundable fee for the Killer Party Package, Licensee must pay the Performance Royalty listed on the Production Contract. The Performance Royalty is the greater of (a) the gross proceeds from all streaming tickets sold times the streaming royalty percentage set forth above and (b) the Per Performance Minimum Royalty set forth above. For example, if you are not charging for streaming tickets, you must still pay the Per Performance Minimum Royalty for each streaming performance. The aggregate 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.
- 2. **Contract Terms.** The granting of this 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 in US funds, prior to the expiration date on the front of the contract or your application for a license to produce the Play on the performance dates listed in this Production Contract will expire. You will receive a confirmation from MTI when all necessary submissions have been received and accepted (please allow approximately ten (10) business days) and at such time your Production Contract will take effect and your production will be considered licensed. Until such time, you agree not to advertise, announce, audition, present or sell tickets for any performances of the Play. Your license to produce the Play is conditioned on MTI receiving payment in full of all fees due (or by a purchase order pursuant to Paragraph B.3 below). Payment in full is required before MTI will digitally distribute the Killer Party Package to you. In any case, if payment in full has not been received by MTI prior to your first performance, the rights granted to you in this Production Contract will terminate and you will be deemed to be unlicensed.
- 3. **Purchase Orders.** For accredited schools and government agencies only, a signed, authorized Purchase Order is in lieu of up-front payment, but you agree to promptly pay royalty and other applicable fees following the end of your production.
- 4. **Advertising Restrictions.** Licensee is not permitted to advertise and sell tickets for the Video Performance 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.
- 5. **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).
- 6. **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)**

- 7. **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, DVD or other physical media, and/or posting on the Internet or social media except as expressly authorized in this License. If you have purchased a Video License (if available) for your production of the Play, you may permit limited distribution in accordance with the terms of the Video License.



## **KILLER PARTY LICENSE** continued

8. **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.
9. **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.
10. **Cancellations and Changes:** If you wish to change any of the conditions set forth in the Production Contract in any way (including change of dates, 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 the Production Contract. If MTI does not receive notice of changes or cancellations prior to the first scheduled performance date under your Production Contract, MTI reserves the right to retain all funds received or due to MTI under the original Production Contract. MTI has the right to charge a change fee of \$25 each time changes are made following the issuance of this Production Contract other than addition of performances, which fee(s) may be waived by MTI in its sole discretion. If you request the right to add additional performances pursuant to Paragraph 2 above, you agree to make additional royalty and rental payments for all such additional performances. You agree not to announce, advertise, present or sell tickets for such additional performances without prior written permission from MTI and payment of the additional royalty and fees due. If you cancel your entire production prior to the commencement of performances, you must notify MTI's BUSINESS OFFICE in writing immediately. You understand that, even if you do not present the Play, you may be obligated for the fees set forth in this License and the accompanying Production Contract. MTI reserves the right to charge a cancellation fee of fifty dollars (\$50.00) and is entitled to retain all other fees owing to MTI under this Production Contract (e.g., shipping fees). Refunds for cancelled performances will be issued in accordance with Paragraph C.8; however, the fee for the Killer Party Package is nonrefundable. If MTI does not receive notice of cancellation of your production prior to the first scheduled performance date under your Performance License, MTI reserves the right to retain all funds received or due to MTI under the original Production Contract as well as any other payments received for ancillary products and services after the Production Contract was issued.

### **C. GENERAL TERMS AND CONDITIONS**

1. **Compliance with Laws.** Licensee represents and agrees that it shall be aware of and comply with 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 (or similar public health situation) 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.
2. **Reservation of Rights.** Other than to the limited extent provided for in this License, no film rights, television rights or merchandising rights are made available to Licensee as part of this License. Licensee acknowledges that the rights granted are limited to capturing its Remote Performance and Licensee is not permitted to adapt the Play for live stage performance other any other audiovisual performance. 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.

**KILLER PARTY LICENSE** *continued*

3. **Default.** This License is conditioned upon your fulfillment of all obligations under this License, including the prompt payment of all fees in U.S. funds when due. For schools and government agencies only, a signed, authorized purchase order is acceptable as guarantee of 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 Licensee 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.
4. **No Assignment.** 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 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.
5. **Warranty.** 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.
6. **Indemnification.** License agrees to indemnify MTI 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.
7. **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 License, even MTI has been advised of the possibility of such losses, costs, expenses, or damages. MTI's and the rightsholders' total liability is limited to the total compensation paid to MTI under this License.
8. **Refunds:** If, following the conclusion of your production, any funds are due to you (e.g. unused portion of security deposit), you may elect to keep your refund on your account to be used for future productions. If you do not elect to keep your refund on account, MTI will automatically process your refund within 6 to 8 weeks from the conclusion of your production. Your refund amount may be affected by charges such as shipping fees, and other charges and fees specifically mentioned in this Production Contract. You acknowledge that during a Force Majeure Event (as defined in Paragraph C.9 below), refunds may be delayed due to the volume of cancellations and refunds to be processed.
9. **Force Majeure:** Neither party shall be deemed in default as a result of its delay or failure to perform its obligations (other than the Licensee's payment obligations) herein when such delay or failure arises out of causes beyond the reasonable control of the party. Such causes may include, but are not restricted to, acts of God or the public enemy, government restriction, fires, floods, strikes, unusually severe weather, epidemics, pandemics or other large-scale health events; but, in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the party (a "Force Majeure Event"). During a Force Majeure Event, the time for performance of such obligations (other than Licensee's payment obligations) shall be extended for a period equal to the time lost by reason of the delay. A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event, (a) provide written notice to the other party of the nature and extent of any such force majeure condition (in the case of MTI, such notice may be given by emails, social media or website postings to customers generally; and (b) use commercially reasonable efforts to resume performance as reasonably practicable. Nothing herein shall affect or reduce Licensee's payment obligations as set forth in this Production Contract and Licensee shall remain liable for any cancellation fees, missing materials charges, shipping fees and other charges set forth in the Production Contract, including royalties for performances of the Play that were presented prior to the Force Majeure event, all of which MTI may deduct from the security deposit or other funds on account at MTI. Any refunds due to Licensee during a Force Majeure event may be delayed due to the volume of cancellations and refunds to be processed.
10. **Governing Law.** 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.

## 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 NORTE VISTA 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 A KILLER PARTY: A MURDER MYSTERY MUSICAL (THE "PLAY").  
**If Licensee wishes to purchase a video license, please sign and return this form and pay the \$75 fee (see Additional Materials Order Form).**

1. Notwithstanding the general prohibition against any video recording whatsoever in the License, MTI hereby grants permission for your organization to permit one authorized videographer (who can be an individual associated with your production or a commercial videographer as set forth in Paragraph 2 below) to record a single performance of your production of the Play, subject to Licensee's strict observance of the conditions set forth herein.

2. A video recording of the Play (the "Video Recording") may be created by Licensee as a non-commercial venture for archival purposes, which video recording may not be sold, leased or rented except as provided as herein. Alternatively, Licensee may hire an outside party to professionally make one video recording of the Play provided that such video recording may only be used (a) for archival purposes, and/or (b) to make additional copies of the recording that may be provided to participants in the Play or their families for their own personal, at-home (i.e., non-commercial use). It is permissible to charge the participants in the Play or their families the duplication costs of the copies, but the videos cannot be sold for a profit and may not be distributed online or to the general public. Such outside party may not use the name of the owner of the Play or any other trademarks of the Owner in any way, except to indicate the content of the video recording. In addition, Licensee may authorize participants in the Play (i.e., cast, crew, creative team) or their families to create a video recording of the Play solely for their own personal, at-home (i.e., non-commercial) use.

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

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

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

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

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

5. Licensee understands that its failure to follow the above requirements, even if inadvertent, will incur liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI for its out-of-pocket legal fees and shall pay to MTI damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play. In addition, Licensee shall indemnify MTI and the authors and owners of the Play and hold them harmless from any costs or expenses arising out of claims made by third parties appearing in the video, or whose work is used in the video (such as performers, musicians, directors, choreographers or designers).

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

**SIGN AND RETURN THIS PAGE TO MTI ONLY IF YOU WISH TO PURCHASE A VIDEO LICENSE. A FEE OF \$75 APPLIES.**

### **ACCEPTANCE**

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein.

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

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

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

**\*\*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).**

<b>W-9</b> Form (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>																																																		
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>MTI Enterprises Inc.</b>																																																				
2 Business name/disregarded entity name, if different from above <b>d/b/a Music Theatre International</b>																																																				
Print or type. See Specific Instructions on page 3.	3 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 not 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) ▶ _____																																																			
4 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>																																																				
5 Address (number, street, and apt. or suite no.) See instructions. <b>423 West 55th Street, 2nd Floor</b>		Requester's name and address (optional)																																																		
6 City, state, and ZIP code <b>New York, NY 10019</b>																																																				
7 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: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;"><b>Employer identification number</b></td> </tr> <tr> <td style="width: 5%;">1</td><td style="width: 5%;">3</td><td style="width: 5%;"> </td><td style="width: 5%;">2</td><td style="width: 5%;">9</td><td style="width: 5%;">7</td><td style="width: 5%;">6</td><td style="width: 5%;">4</td><td style="width: 5%;">6</td><td style="width: 5%;">8</td> </tr> </table>			<b>Social security number</b>																				or										<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.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><b>Sign Here</b></td> <td style="width: 45%;">           Signature of U.S. person ▶  </td> <td style="width: 40%;">           Date ▶ <b>1/3/2020</b> </td> </tr> </table>			<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>1/3/2020</b>																																															
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<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. <b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> . <b>Purpose of Form</b> 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.																																																				

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

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