

Your MTI Rep: **BARBARA MORGAN**
 Your MTI Account Number: **0030369**
 Contract No: **9693112**

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

- REPRINT -

Contract Issue Date: 08/05/21
 Contract Expiration Date: 09/16/21
 Valid For Performances From: 03/02/22 - 03/05/22

MTI Access Code: SEU1657476

PRODUCTION CONTRACT for SEUSSICAL JR.

AMOUNT ENCLOSED

SHOWKIT™

Royalty A) For 4 number of performances @ \$140.00 for each
 regular, benefit or other performance, for a total of:.....\$ 560.00
 Regular Performance
 Seating Limited to 125 per Performance

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) \$ 109.81

ADDITIONAL MATERIALS TOTAL (from Additional Materials Order Form — please attach): \$ 872.31

TOTAL AMOUNT ENCLOSED (Payable in U.S. Funds): \$ 2277.12

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: Norte Vista HS Attn: Ed Eaton
 (No P.O. Boxes) 6585 Crest Ave

City: Riverside State/Province: CA Zip/Postal Code: 92503

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 SEUSSICAL 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 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**

ADDITIONAL MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.

To order, simply indicate the quantity of each item you would like and add the Grand Total to the Confirmation Page of this Production Contract.

ITEM	QUANTITY	COST EACH	TOTAL
ADDITIONAL MATERIALS			
ACTOR'S BOOK	<u> </u> x	\$ 10.00=	\$ <u> </u>
DIRECTOR'S GUIDE	<u> </u> x	\$ 100.00=	\$ <u> </u>
PIANO VOCAL SCORE	<u> </u> x	\$ 40.00=	\$ <u> </u>
THEATRICAL RESOURCES			
ACTOR'S BOOK TENPACK	<u> </u> x	\$ 75.00=	\$ <u> </u>
CUSTOMIZABLE SHOW POSTERS AND ARTWORK	<u> 1 </u> x	\$ 175.00=	\$ <u>175.00</u>
HOW DOES THE SHOW GO ON?	<u> </u> x	\$ 21.00=	\$ <u> </u>
LOGO PACK DIGITAL	<u> 1 </u> x	\$ 75.00=	\$ <u>75.00</u>
PRODUCTIONPRO	<u> </u> x	\$ 199.00=	\$ <u> </u>
SCENIC PROJECTIONS PRO 2.0	<u> </u> x	\$ 1,795.00=	\$ <u> </u>
SCENIC PROJECTIONS 2.0	<u> 1 </u> x	\$ 450.00=	\$ <u>450.00</u>
VIDEO LICENSE	<u> 1 </u> x	\$ 75.00=	\$ <u>75.00</u>
LOGO TEES SIX-PACK ADULT LARGE	<u> </u> x	\$ 80.00=	\$ <u> </u>
LOGO TEES SIX-PACK ADULT MEDIUM	<u> </u> x	\$ 80.00=	\$ <u> </u>
LOGO TEES SIX-PACK ADULT SMALL	<u> </u> x	\$ 80.00=	\$ <u> </u>
LOGO TEES SIX-PACK ADULT X-LARGE	<u> </u> x	\$ 80.00=	\$ <u> </u>
LOGO TEES SIX-PACK ADULT XX-LARGE	<u> </u> x	\$ 80.00=	\$ <u> </u>
LOGO TEES SIX-PACK CHILD LARGE	<u> </u> x	\$ 80.00=	\$ <u> </u>
LOGO TEES SIX-PACK CHILD MEDIUM	<u> </u> x	\$ 80.00=	\$ <u> </u>
LOGO TEES SIX-PACK CHILD SMALL	<u> </u> x	\$ 80.00=	\$ <u> </u>
VIRTUAL STAGE MANAGER ***	<u> </u> x	\$ 80.00=	\$ <u> </u>

ADDITIONAL MATERIALS TOTAL:

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	<u>\$601 - 700</u>	\$29.50	\$132.75
\$301 - \$400	\$19.00	\$85.50	\$700 and up	(call for shipping rates)	

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) \$ 872.31

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 - SEUSSICAL JUNIOR

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.

[name of school]
Production of



Book by **Lynn Ahrens and Stephen Flaherty**

Music by **Stephen Flaherty**

Lyrics by **Lynn Ahrens**

Conceived by **Lynn Ahrens, Stephen Flaherty and Eric Idle**

Based on the works of **Dr. Seuss**

Music Supervised, Adapted and Produced by **Bryan Louiselle**

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MTI BILLING CREDIT

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

SEUSSICAL JR.

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

VIDEOTAPING WARNING

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

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

The videotaping or other video or audio recording of this
production is strictly prohibited.

**except with Disney titles, where a limited video license is available for \$75.00

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

VIDEO LICENSE

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 SEUSSICAL JR. (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 be 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 _____

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 DIRECTOR'S GUIDE 1 PIANO VOCAL SCORE 1 CHOREOGRAPHY VIDEOS DIGITAL	1 DOWNLOADABLE RESOURCES AND MEDIA 1 GUIDE VOCAL AND PERF TRACKS DIGITAL
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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

RESTRICTIONS ON CHANGES TO PLAY AND USE OF REPLICA ELEMENTS

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

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

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

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

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

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

MTI CONTRACT CHECKLIST

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

Did you remember to....

- Order Additional Materials (if applicable)?
- Transfer the Additional Materials Total to Page 2?
- Determine and Total the "Amount Enclosed" on Page 2?
- Fill out Payment information completely on Page 2?

Make sure to return ALL of the following to MTI:

- Completed and Signed Production Contract (Page 2)
- Completed Additional Materials Order Form — if applicable
- FULL Payment



cindyripley



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
