

**CONTRACT NAME: AGREEMENT BETWEEN YOUNG @
PART AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement between Young @ Part and Davis Joint Unified School District is for the performance material and royalty fee for the Harper Junior High School production of “The Addams Family.”



1180 Avenue of the Americas, Suite 640, New York, NY 10036
866-378-9758 Fax 212-643-1322 www.theatricalrights.com

Young@Part® – Middle School LICENSE AGREEMENT

A. LICENSING TERMS AND CONDITIONS

I. Rights Granted/Rights Reserved/Copyright Requirements

All performers in this Play must be currently enrolled students in your Middle School and no higher than 8th grade (14 years old or younger), unless special permission has been granted in writing from TRW.

You are hereby granted the non-exclusive right to present the live public performance of the play as named in and contained in the performance materials provided ("Play") and only for the number and dates of performances and at the venue as set forth in the Production Terms Rider herein. **The term of the Young@Part® Middle School License is up to one full school year, in accordance with the performance dates as set forth in the Production Terms Rider herein.**

You must perform the Play exactly as it has been provided to you. You may not add new music, lyrics, dialogue or anything to the Play as provided for in the performance material. You may not delete in whole or in part any material as provided and you may not make changes of any kind, including but not limited to changes of music, lyrics or dialogue or change in the period, characters (including their gender), or characterizations in the presently existing Play.

This License Agreement does not include the right to the original choreography, costume designs, staging, direction, or scenery designs of the Play and any use of said elements is strictly prohibited. TRW and/or the Authors shall not be obliged at any time to make any payment or offer rights participation to any person(s) whom you may hire to direct, choreograph, stage, design or otherwise participate creatively with your production.

You shall not broadcast, transmit and/or electronically post any portion of the Play including, without limitation, musical selections by any means whatsoever, including but not limited to television, radio, satellite, pay or cable television or the Internet including but not limited to YouTube or iTunes. This license does not grant you, or any third party, the right to make, use and/or distribute any recording or reproduction of the Play or any portion of it by any means whatsoever, including, but not limited to videotape or video disc (DVD or Digital), film, sound recording (CD), and other digital sequencing or storage/sequencing system except in accordance with the terms of the Home Video License Rider.

You have the right for advertising and promotional purposes, to publicize your production via print, your organization's website, the Internet, radio and television (radio, television or Internet commercials shall be limited to excerpt usage of no more than 30 seconds). **All advertisements via print (including programs), your organization's website, the Internet, radio and television (radio, television or Internet commercials) must include Young@Part®.**

This license does not grant you, or any third party, the right to make, use and/or distribute the "Addams Family Theme" by Vic Mizzy or any interpolations of same that appear in the original score of THE ADDAMS FAMILY in any advertisements or promotions connected with your license of the show. In accordance with the terms and conditions of this license, the use of the "Addams Family Theme" by Vic Mizzy or any interpolations of same that appear in the original score of THE ADDAMS FAMILY in any advertisements or promotions, in any media or format, including but not limited to the Internet (Websites, Social Media, YouTube), radio or television are strictly prohibited. If you would like to use the "Addams Family Theme" by Vic Mizzy in any advertisement of your production of THE ADDAMS FAMILY, contact Monica Corton at Next Decade Entertainment, Inc. at mcorton@nextdecade-ent.com.

You must give the author/creators billing credits, as specified in the Production Terms Rider, on the first page of credits in all programs, your organization's website and on posters, displays and in all other advertising announcements of any kind. Additionally, when providing cast/creative team bios in your program, you must include bios for the authors as found on our website at www.theatricalrights.com. You must include the following warning in your program: "The video or audio recording of this performance by any means is strictly prohibited."

You must give appropriate credit to Theatrical Rights Worldwide on all posters, fliers, advertisements, on your organization's website and on the title page of your programs in the following manner: "(Name of Play)" is presented through special arrangement with and all authorized performance materials are supplied by Theatrical Rights Worldwide, 1180 Avenue of the Americas, Suite 640, New York, NY 10036. (866) 378-9758 www.theatricalrights.com

You are hereby granted the right to use the logo art as provided by TRW on all posters, fliers, advertisements, on your organization's website and on the title page of your programs.

You may not create merchandise based on the Play, whether for sale or distribution, without written permission and license from TRW.

Any violation of these provisions is expressly prohibited by law and shall result in the automatic termination of this License Agreement. TRW reserves the right, in its sole discretion, to revoke this License Agreement by sending written notice to you at any time prior to TRW's receipt of both a signed Production Terms Rider and payment in full.

II. Performance Terms and Conditions

TRW must receive a signed copy of the Production Terms Rider, accompanied by payment in full (for U.S. schools and government agencies a signed, authorized institutional purchase order is acceptable for the royalty and performance material fees only) by the expiration date indicated on the first page of the Production Terms Rider or prior to your first performance, whichever occurs sooner, or this License Agreement shall automatically terminate. You may not advertise, announce, sell tickets or present any performances until receipt and acknowledgement by us of the Production Terms Rider and payment.

If any of the conditions set forth in the Production Terms Rider or at any time during your performance run have changed in any way (including the cancellation or addition of performance(s), ticket price adjustments or change of performance dates or venue), you must notify TRW in writing immediately, and TRW must approve all such changes before they may take effect. You are advised that any changes to the conditions set forth in the Production Terms Rider may modify the fees quoted in the Production Terms Rider. Furthermore, if you cancel the entire performance, a cancellation fee of 10% of the total fees due for royalty, but in no event less than eighty-five dollars (\$85) per performance, will apply and forfeiture of the performance materials fees will occur in the event that performance materials have been supplied. TRW must be notified of any cancellations within seven (7) days of



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Young@Part® Middle School LICENSE AGREEMENT

****CONFIRM ALL INFORMATION. COMPLETE SECTIONS B AND C OF THE ORDER FORM AND RETURN ONE SIGNED COPY ALONG WITH FULL PAYMENT (for U.S. school and government agencies a signed, authorized institutional purchase order is acceptable and must be included).****

B. PRODUCTION TERMS RIDER

Customer Information	Date	11/17/2017	Rep Code	MM
Account number	218889	Application Date	14 November 2017	
Attn:	Scott Daugherty	Order #	SO-0049722	
Organization name	Frances Harper Junior High School	Expiration Date	2/15/2018	
Address	4000 E Covell Blvd	Performance Dates	3/8/2018 - 3/10/2018	
City, State, Zip	El Macero, CA 95618			

This License Agreement is for a Young@Part® production of

THE ADDAMS FAMILY Young@Part®

Performances Dates (List each date) March 8, March 9, and March 10, 2018

Venue name and Address Harper Jr. High, 4000 E. Covell Blvd, Davis, CA 95618

PERFORMANCE MATERIAL & ROYALTY BUNDLED FEE: \$625.00*

*The \$625.00 Bundled Materials & Royalty Fee for accredited Middle Schools is dependent upon:

- All performers must be currently enrolled students through grade 8 (maximum 14 years old)
- The maximum admission charged may not exceed US\$5.00
- The maximum number of audience members may not exceed 300 persons at a single performance

If you desire to exceed any of the maximums set forth above, you must notify TRW in writing immediately.

Provided we have received a signed copy of this Production Terms Rider and the full applicable royalty and performance materials fees, the performance materials will be shipped immediately and may be used for no longer than one school year.

MATERIALS SET:

Director's Scripts - 1
Cast Script & Vocal Books - 30
Piano-Vocal Score - 2
Guide Vocals CD - 1
Performance Tracks CD - 1
Logo Pack - 1

ADDITIONAL MATERIALS & RESOURCES: (May require an additional shipping charge.)

Cast Script & Vocal Book	\$10.00 each	Director's Script	\$50.00 each
Piano-Vocal Score	\$40.00 each	Guide Vocals CD	\$50.00 each
Performance Tracks CD	\$100.00 each		

DIGITAL SCENERY:

BMD Y@P Image Slides \$250.00 (backdrop replacement - requires PowerPoint/Keynote)

HOME VIDEO LICENSE: \$75.00

BILLING CREDITS:

THE ADDAMS FAMILY Young@Part®
A NEW MUSICAL
Book by MARSHALL BRICKMAN and RICK ELICE
Music and Lyrics by ANDREW LIPPA

Based on Characters Created by Charles Addams

Originally produced on Broadway by Stuart Oken, Roy Furman, Michael Leavitt, Five Cent Productions, Stephen Schuler, Decca Theatricals, Scott M. Delman, Stuart Ditsky, Terry Allen Kramer, Stephanie P. McClelland, James L. Nederlander, Eva Price, Jam Theatricals/Mary LuRoffe, Pittsburgh CLO/Gutterman-Swinsky, Vivek Tiwary/Gary Kaplan, The Weinstein Company/Clarence, LLC, Adam Zotovich/Tribe Theatricals; By Special Arrangement with Elephant Eye Theatrical

Young@Part® Edition adapted by Marc Tumminelli and originally workshopped at Broadway Workshop in NYC

NOTE: The names of the Composer, Lyricist, and Bookwriter shall be equal in size, type, coloring, boldness, and prominence. No billing shall appear in type larger or more prominent than the billing to the Authors except for the title of the play. The credit to the producer shall appear in a type size of no less than eight (8) point.



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said cancellation. The fee for performance materials is required, notwithstanding the non-use of said materials. Furthermore, you understand that, even if you do not present the Play, you could be obligated to pay the fees set forth in this License Agreement.

Should you desire to present performances in addition to those provided for in the Production Terms Rider or **desire to add a ticket charge or change tickets prices higher than \$5.00**, you agree to contact TRW to make additional royalty and performance materials payments for any and all performances in addition to those already licensed. You agree not to announce, provide tickets or present the Play for such additional performances without the prior written permission of TRW **and** the payment of the additional royalty and performance material fees due.

You shall not perform excerpts, scenes or musical numbers from the Play for promotional purposes, or in competitions, festivals or for any other reason without TRW's prior written consent.

You agree to reserve two (2) tickets (if requested) for the use of TRW and the Author(s) for each performance and TRW agrees not to sell said tickets.

You shall forward to us at least one (1) copy of the program for your production not later than five (5) days following the opening performance, via mail or e-mail attachment.

Under no conditions can this License Agreement and/or the Performance Materials be assigned, sublicensed or transferred to any other person, corporation or entity. This License Agreement constitutes the entire understanding between the parties hereto and 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 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.

You shall submit to us, within seven (7) 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 financial records in which you shall record all items in connection with the production and presentation of the Play. Such records shall be open during business hours for inspection by TRW or its representatives at your office, and TRW shall have the right to make copies of and take extracts from such records. TRW's right of the inspection under this License shall continue for twelve (12) months following the date of the last performance licensed under the terms of this agreement.

The rights granted herein are conditioned upon your fulfillment of all obligations set forth in this License Agreement and the Production Terms Rider, including the timely payment of all royalty and performance materials fees in U.S. funds when due.

If you default in the execution of any of the terms of this License Agreement, then in addition to any and all other remedies which TRW might have at law, you agree that TRW shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse TRW for any expenses incurred by us in enforcing our rights herein, including, but not limited to attorneys' fees, telephone, fax, courier and postage charges and collection expenses. You warrant and represent that the information you have provided TRW both orally and in writing is accurate and correct and you agree that in the event such information proves to be false or incorrect, or if you fail to fulfill or comply with any of the obligations, terms or conditions set forth herein, then this License Agreement shall automatically terminate, but you shall nevertheless remain liable for any payments which may be due TRW hereunder and all of our rights and remedies against you shall be preserved.

TRW makes no representations or warranties in connection with the Play or otherwise, other than that it has the right to enter into and perform this License Agreement.

All rights in and to the Play other than those specifically licensed to you under the terms of this License Agreement are reserved to TRW, with the unrestricted right on the part of TRW 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 Agreement.

You hereby indemnify TRW and the Author(s) and/or Copyright Owner(s) of the Play from and against any claim arising out of the breach or alleged breach by you of any of your representations, warranties or agreements and terms herein.

You shall keep all terms and conditions of this License Agreement, including all Royalty and Performance Materials fees, strictly confidential.

III. Performance Materials

To save on shipping costs, you have the choice of ordering either TRW Printed Materials or Electronic Transmission of Digital Files that you will print.

You understand that the performance materials cannot be used for any purpose other than as stated in this License Agreement and that you and/or anyone connected with your organization may not copy, reproduce, sell, electronically store or post to the Internet or otherwise distribute such performance materials.

The performance materials are the ONLY acting edition authorized by the Author(s) and must be licensed from us as a condition of this License Agreement. We make no representation as to the adequacy, suitability and/or condition of the performance materials. The Performance Materials can ONLY be used for the performance of the Play on the dates specified in the Production Terms Rider and cannot be used for any subsequent production, presentation or performance.

Provided we have received a signed copy of the Production Terms Rider and the full applicable royalty and performance materials fees, the performance materials will be shipped to be used for up to one full school year (August through June). Please allow approximately five business days following our receipt of your signed Production Terms Rider and payment for the shipping of materials.

The term of your Young@Part® Middle School license is limited to one (1) school year as set forth in the Production Terms Rider, and the use of the materials provided by TRW terminates at the conclusion of the license. Students may keep their performance materials, and under no circumstance are the materials, in whole or part, to be reused.

You shall pay shipping charges for materials that we supply to you, as well as all customs charges, duties and the like in connection with shipments of materials. We ship by U.S. Postal Service, UPS, Federal Express or other carriers at our sole option. You are not required to return any part of your Performance Materials.



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C. PRODUCTION TERMS ORDER FORM

Please refer to Section B for all fees.

Account #: 218889

Order#: SO-0049722

Performance Material & Royalty Bundled Fee :

\$ 625.00

Select the materials option desired:

Check One: ☐ Ship Printed Materials ☐ Send Electronic Files & I'll print*

Additional Materials & Resources (please refer to Section B for fees):

BMD Young@Part* Image Slides @ \$250.00

\$

Home Video License @ \$75.00, for a total of

\$ 75.00

(Complete and return one copy of the attached Home Video License Rider)

Material Item: _____ # ordered _____ @ \$ _____ each for a total of

\$

Material Item: _____ # ordered _____ @ \$ _____ each for a total of

\$

❖ Shipping & Handling charges: (Required - Fill in the cost for the options you select)

Printing ☐ Shipped Materials USA/CA \$50.00

\$

☒ *Electronic Files USA/CA \$0.00

\$ 0

Shipping and Handling rate above includes the Standard Materials Set only

Additional Materials Shipping Charge - call for rates

\$

Express Shipping Charges - call for rates

\$

Total: \$ 78.00

❖ Payment Instructions: (Required - Must be made in US Dollars)

☐ Check or Money Order (Made Payable to "Theatrical Rights Worldwide") is enclosed in the amount _____

☐ Purchase Orders (for US & Canadian school and government agencies a signed, authorized institutional purchase order is acceptable and the **P.O. must be included**) P.O. Number _____

☐ Credit Card Information: Visa _____ MasterCard _____ American Express _____ Amount to be charged: _____

Card Number: _____ Expiration Date: _____ Security Code: _____

Name of Cardholder: _____

Address of Cardholder: _____

❖ Shipping Confirmation: Shipments are made via UPS Ground. (If different from organization address in Part B.)

Shipping Name _____

Address (no P.O. Boxes) _____

City _____ State _____ Zip _____

If expedited shipping is required (e.g. overnight, 2-day etc.), please call for rates, add the amount to the shipping section on the order form above, and provide your daytime phone number.

Expedited Shipping Method _____ Daytime Phone Number _____

❖ Acknowledgement (Required - Must be signed & dated):

Print Your Name

Authorized Signature

Date

Title

Email address (required for order confirmation)

Your signature acknowledges that you are of legal age and have read, understood and agree to all the terms as set forth in both the Licensing Terms and Conditions and Production Terms Rider of this License Agreement.

COMPLETE ALL REQUIRED PARTS OF THE ORDER FORM
AND RETURN ONE SIGNED COPY ALONG WITH FULL PAYMENT

Total
cost
\$700.00



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Home Video License Rider

WHEN SIGNED BY "YOU" AND RETURNED TO THEATRICAL RIGHTS WORLD, LLC ("TRW") ALONG WITH THE PRODUCTION TERMS RIDER AND PAYMENT OF SEVENTY-FIVE DOLLARS (\$75.00) THAT SHALL BE INCLUDED IN THE AMOUNT DUE AS DETERMINED IN THE PRODUCTION TERMS ORDER FORM, THE FOLLOWING TERMS SHALL CONSTITUTE AN AGREEMENT BETWEEN

GROUP NAME Harper Junior High School
ACCOUNT # 218889
ORDER # SO-0049722

TRW AND YOU GRANTING LIMITED PERMISSION TO MAKE ONE VIDEO RECORDING OF YOUR YOUNG@PART® PRODUCTION OF THE PLAY.

1. Notwithstanding the prohibition against any video recording whatsoever in the Young@Part® License Agreement granted to YOU for the live stage performance of the Play, TRW hereby permits YOU to make one video recording of your production of the Play subject to the conditions set forth herein.

2. YOU may create one (1) video recording of the Play as a non-commercial venture for archival purposes (the "Home Video Recording"). Said Home Video Recording may not be sold, leased or rented except as provided as herein. YOU may cause to be made or YOU may hire an outside party to professionally make one (1) Home Video Recording of the Play provided that such Home Video Recording may only be used (a) for archival purposes, and/or (b) to make additional copies of the authorized Home Video Recording that may be sold at cost to participants in the Play (cast, crew, creative team) or their families for their own personal, at-home use (i.e., non-commercial use).

3. As a condition of the rights herein granted, and excluding the rights provided for in paragraphs 1 and 2 above, YOU agree to inform all audience members of the restrictions and limitations on Home Video Recording and the subsequent use thereof, as set forth herein. YOU agree to include a statement in the Play's program substantially in the form provided below and YOU further agree to inform audience members of said limitation by way of an announcement prior to the start of each performance of the Play:

ANY AUDIO/VISUAL RECORDING MADE OF THIS PERFORMANCE IS STRICTLY PROHIBITED AND UNAUTHORIZED. THE SALE OR DISTRIBUTION OF SUCH UNAUTHORIZED RECORDING IS A VIOLATION UNDER FEDERAL COPYRIGHT LAW.

4. In no event may any Home 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 including but not limited to iTunes or YouTube.

5. YOU understand that any failure to follow the above requirements, even if inadvertent, will incur liability for statutory copyright infringement under federal law. YOU agree that, without limiting any other recovery, whether at law or at equity, for your breach of this Agreement, YOU, at a minimum, shall reimburse TRW for any out-of-pocket legal fees and shall further pay to TRW damages equal to two times the total license fees paid or payable to TRW by YOU for your production of the Play.

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

ACCEPTED AND AGREED TO BY: (print name) _____

Bruce Colby
(sign name)

12/22/17
(date)



Addendum to the THEATRICAL RIGHTS WORLDWIDE (TRW) LICENSE AGREEMENT as it pertains to the State of CALIFORNIA

Upon execution by both parties, this addendum to the TRW License Agreement Order Number SO: SO-0049722, between Frances Harper Junior High School ("You") and Theatrical Rights Worldwide, 1180 AVENUE OF THE AMERICAS, SUITE 640, NEW YORK NY 10036 ("TRW") shall be entered into and effective as of the date so indicated on said License Agreement Order Number SO: SO-0049722 and be amended as follows:

A. LICENSING TERMS AND CONDITIONS

II. Performance Terms and Conditions

Governance paragraph shall now read

Under no conditions can this License Agreement and/or the Performance Materials be assigned, sublicensed or transferred to any other person, corporation or entity. This License Agreement constitutes the entire understanding between the parties hereto and shall be governed by the Laws of the State of CALIFORNIA, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the State of CALIFORNIA and in no other forum.

Default paragraph shall now read

If You default in the execution of any of the terms of this License Agreement, then in addition to any and all other remedies which TRW might have at law, You agree that TRW shall have the right to a preliminary injunction to enjoin further performance of the Play. You warrant and represent that the information You have provided TRW both orally and in writing is accurate and correct and You agree that in the event such information proves to be false or incorrect, or if You fail to fulfill or comply with any of the obligations, terms or conditions set forth herein, then this License Agreement shall automatically terminate, but You shall nevertheless remain liable for any payments which may be due TRW hereunder and all of our rights and remedies against You shall be preserved.

Indemnification paragraph shall now read

To the extent permitted by law of the State of CALIFORNIA You hereby indemnify TRW and the Author(s) and/or Copyright Owner(s) of the Play from and against any claim arising out of the breach or alleged breach by You of any of your representations, warranties or agreements and terms herein.

All other terms and conditions of TRW License Agreement Order Number SO: SO-0049722 remain in full force and effect.

Frances Harper Junior High School

Name: [Signature]

Title: 1 **Bruce E. Colby**
Chief Business Officer

Date: 12-22-17

Theatrical Rights Worldwide

Name: Michael McDonough

Title: SR DIRECTOR OF AMERICAN LICENSING

Date: 12/22/17

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