

**CONTRACT NAME: AGREEMENT BETWEEN BEAT BY BEAT PRESS AND
DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This licensing agreement is for a production of the play
“Press Start” at North Davis Elementary School.

FISCAL IMPACT: A donation from the North Davis Elementary PTA funds the \$299 licensing fee.



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INVOICE & PRODUCTION AGREEMENT

Bill To

North Davis Elementary

526 B Street
Davis CA 95616 United States
Karen Fingerman
(530) 9025469
kfingerman@djusd.net

Ship To

555 E. 14th Street Davis CA 95616 United States
Karen Fingerman
(530) 9025469
kfingerman@djusd.net

Invoice#	2452
Invoice Date	24 Oct 2018

Valid Production Dates	Spring 2019
Name of Play	Press Start!
Licensee	North Davis Elementary
Venue	North Davis Elementary Multi Purpose Room

Item & Description	Qty	Rate	Amount
Press Start Production Kit (Accredited Schools) Actor Book, Director Book, Piano-Vocal Score, Logo Pack, Copying License, Video Recording License, Accompaniment Tracks, Vocal Tracks, Performance License (includes amateur performance license for one year for accredited school)	1.00 1	299.00	299.00

Sub Total 299.00

Total US\$299.00

Balance Due US\$299.00

Payment Options



Terms & Conditions

PLEASE SEE ATTACHED PRODUCTION AGREEMENT FOR TERMS, CONDITIONS AND PROVISIONS PERTAINING TO THIS INVOICE. With your payment of this invoice, LICENSEE agrees to the terms and conditions in the attached PRODUCTION AGREEMENT of the PLAY.

LET'S

PUT

ON A

SHOW!

(But first we gotta take care of some legal stuff)

1. Overview

This is an exclusive PRODUCTION AGREEMENT for the musical play *Press Start!*, hereinafter referred to as the PLAY. Your organization, as indicated on the accompanying PRODUCTION INVOICE, is hereinafter referred to as the LICENSEE.

Your payment accompanying this PRODUCTION AGREEMENT acknowledges that:

- a. You have read and understood the terms, conditions and provisions set forth below;
- b. You are authorized to execute this Production Agreement on behalf of the LICENSEE.
- c. You agree to the terms, conditions and provisions contained herein on behalf of the LICENSEE.

2. Show Billing

The authors are to receive billing credit as demonstrated below in all forms of publicity and advertising wherever and whenever the title of the Play appears:

PRESS START!
A New Children's Musical

Music and Lyrics by
Denver Casado

Book by
Denver Casado & Brian Dawson

3. Publisher Billing

All printed and online promotional materials (posters, programs, websites, social media, emails, etc.) must include the following language someplace on the page:

**PRESS START! is presented through special
arrangement with Beat by Beat Press (www.bbbpress.com)**

If the publicity material is online a hyperlink to the Beat by Beat Press website (www.bbbpress.com) must be included whenever possible.

4. Copyright Provisions

This PRODUCTION AGREEMENT grants a performance license to the LICENSEE and allows the public performance of the PLAY as represented on the PRODUCTION INVOICE under the following terms and conditions:

- a. Under federal law, you may not make any changes or add new music, dialogue, lyrics or anything to the text included with the PRODUCTION KIT without written consent of BEAT BY BEAT PRESS, with the following exceptions:
 - i. You may change the gender of the characters in the PLAY.

- ii. You may redistribute lines and solos, combine characters, or split up characters to create new ones, as long as the changes do not alter the overall story, substance and intention of the PLAY.
- b. BEAT BY BEAT PRESS and the COPYRIGHT OWNERS shall not be obliged at any time to offer royalty participation or make any payment to any person whom you may hire to direct, choreograph, stage, design or otherwise actualize your production.
- c. You agree to review the terms of this PRODUCTION AGREEMENT with the entire creative team of this production, and represent they are aware that no changes may be made to the PLAY, except under the conditions stated above, without the written consent of BEAT BY BEAT PRESS.

5. Performance License and Payment Provisions

- a. **CHANGES.** If any of the conditions set forth on the PRODUCTION INVOICE have changed in any way, including cancellation or addition of performances or change of venue, you must notify BEAT BY BEAT PRESS in writing immediately and BEAT BY BEAT PRESS must approve all changes before they may take effect. Such changes may alter the fees quoted in the PRODUCTION INVOICE.
- b. **EXPIRATION DATE AND CANCELLATION OF LICENSE.** BEAT BY BEAT PRESS must receive payment in full or by Purchase Order or you will be deemed to be unlicensed. BEAT BY BEAT PRESS reserves the right, in its sole discretion, to revoke this PRODUCTION AGREEMENT by sending written notice to you at any time prior to BEAT BY BEAT PRESS receipt of payment in full or by Purchase Order.
- c. **ADDITIONAL PERFORMANCES.** Should you desire to present performances in addition to those indicated on the PRODUCTION INVOICE, you agree to enter into a new agreement with BEAT BY BEAT PRESS and to make additional royalty and fee payments for any and all performances in addition to those already licensed by BEAT BY BEAT PRESS. You agree not to announce, present or sell tickets for such additional performances without BEAT BY BEAT PRESS prior written permission and payment of the additional royalty and fees due.
- d. **COMPLIMENTARY TICKETS.** You agree as a condition of this agreement to reserve two (2) complimentary tickets, if requested, for the use of BEAT BY BEAT PRESS and the COPYRIGHT OWNERS for each performance and BEAT BY BEAT PRESS agrees not to sell such tickets.
- e. **PURCHASE ORDERS.** For U.S. schools and government agencies only, a signed, authorized purchase order is an acceptable form of payment.
- f. **ACCOUNTING.** Should it be requested, you shall submit to BEAT BY BEAT PRESS within (7) seven business days following written demand by BEAT BY BEAT PRESS a copy of the program for your production. Should it be requested, you shall submit to BEAT BY BEAT PRESS within (7) seven business days following written demand by BEAT BY BEAT PRESS a sworn statement setting forth the total number of performances actually performed and the precise date and place of each such performance.
- g. **DEFAULT.** This agreement is conditioned upon your fulfillment of all obligations set forth herein and in the accompanying PRODUCTION INVOICE, including prompt payment of all royalty, licenses, products, services and fees in U.S. funds when due. Unless all your obligations have been fulfilled, this agreement will terminate automatically. Nevertheless, you will remain liable for the payment of all fees that might be due to BEAT BY BEAT PRESS under this agreement, then, in addition to any and all other remedies which BEAT BY BEAT PRESS might have by law, we

shall have the right to a preliminary injunction to enjoin further performance of the PLAY. You agree to reimburse BEAT BY BEAT PRESS for any expenses incurred by us in enforcing our rights under this agreement, including, but not limited to, attorney's fees, telephone, fax and postage charges and collection expenses.

- h. **WARRANTY.** BEAT BY BEAT PRESS warrants that, on behalf of the owners of the copyright of the PLAY, we are authorized to grant a performance license to you. BEAT BY BEAT PRESS makes no other warranties.
- i. **RESERVED RIGHTS.** All rights in and to the PLAY other than those specifically licensed to you under the terms of this agreement are reserved to BEAT BY BEAT PRESS, with the unrestricted right for BEAT BY BEAT PRESS 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 agreement.
- j. **TRANSFER OF RIGHTS.** Under no conditions can this agreement be assigned or transferred without written consent. This agreement shall be governed by the laws of the state of California, and any dispute out of or under this agreement shall be litigated only in the courts of the city of San Francisco in the state of California or the United States District Court in the District of San Francisco, and in no other forum.
- k. **INDEMNIFICATION OF THE LICENSOR.** You agree to indemnify BEAT BY BEAT PRESS and the COPYRIGHT OWNERS of the PLAY from any claim arising out of your violation of any of the provisions of this agreement.
- l. **PAYMENTS AND TAXES.** BEAT BY BEAT PRESS accepts these forms of payment: credit cards, purchase orders for U.S. accredited schools or government agencies, checks, payments through Stripe or PayPal. You agree that you will pay for all products and services as defined on the PRODUCTION INVOICE, and that BEAT BY BEAT PRESS may charge you for any products purchased and for any additional amounts (including any taxes, as applicable) that may be accrued by or in connection with your PRODUCTION INVOICE. You are responsible for the timely payment of all fees and for providing BEAT BY BEAT PRESS with a valid payment information for all fees.
- m. **PERMITTED USE.** You understand that the Production Kit cannot be used for any purpose other than as stated in this PRODUCTION AGREEMENT and that you and/or anyone connected with your organization may not copy, reproduce, sell or otherwise distribute the Production Kit materials, except as explicitly stated in the Copy License below.
- n. **OBJECTIONABLE MATERIAL.** You understand that by using the Production Kit materials, you may encounter material that you may deem to be offensive, indecent, or objectionable, and that such content may or may not be identified as having explicit material. Nevertheless, you agree to use the Production Kit materials at your sole risk and BEAT BY BEAT PRESS shall have no liability to you for material that may be found to be offensive, indecent, or objectionable. Product descriptions are provided for convenience, and you agree that BEAT BY BEAT PRESS does not guarantee their accuracy.

6. Copy License

- a. Notwithstanding the general prohibition against copying and reproducing the Production Kit, this license grants you permission to make physical print and photo copies of the ACTOR BOOK, DIRECTOR BOOK and PIANO VOCAL SCORE in conjunction with the LICENSEE's production of

the PLAY through the production date indicated on the PRODUCTION INVOICE. You understand that the COPY LICENSE does not permit you to share any materials electronically including email or on a public website.

- b. This license grants the LICENSEE permission to make physical copies of the Vocal CD and Accompaniment CD or to burn copies from the provided MP3s through the date indicated on the PRODUCTION INVOICE.
- c. LICENSEE understands that 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 BEAT BY BEAT PRESS may obtain against LICENSEE, whether at law or at equity, for its breach of this agreement, LICENSEE at minimum, reimburse BEAT BY BEAT PRESS for its out-of-pocket legal fees and shall pay to BEAT BY BEAT PRESS damages equal to three times the total royalty fees paid or payable to BEAT BY BEAT PRESS by LICENSEE for its production of the PLAY.

7. Video Recording License

- a. This license grants you limited permission to make video recordings of the LICENSEE's production of the PLAY.
- b. The video recordings may only be used for non-commercial purposes.
- c. The video recordings may be sold to cast and crew members of the production to recoup video costs.
- d. The LICENSEE may hire an outside party to professionally make a video recording of the PLAY provided that such video recording will only be distributed to the cast and crew and not sold externally for profit.
- e. LICENSEE may upload videos of the PLAY to social media (YouTube, Facebook, etc.) as long as the following text appears in the description with a hyperlink to www.bbbpress.com:

Presented through special arrangement with Beat by Beat Press (www.bbbpress.com)

- f. 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, non-commercial use.

8. Logo License

This agreement grants you the right to use the copyrighted logo for the use of promoting and publicizing the PLAY. You may use the logo on merchandise (including cast t-shirts) directly associated with the production of this play as indicated on the PRODUCTION INVOICE.