

CONTRACT NAME: AGREEMENT BETWEEN MUSIC THEATRE
INTERNATIONAL, INC. AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF AGREEMENT: Music Theatre International is a theatrical licensing agency. Harper Junior High School ASB Drama Club has licensed three performances of *Freaky Friday*.

FISCAL IMPACT: The total cost for the three performances is \$810. Donations and ticket revenue, deposited in the ASB Drama Club's ASB account, will fund these costs.



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(0015075) FRANCES ELLEN WATKINS HARPER JUNIOR HIGH SCHOOL -- FREAKY FRIDAY
ONE ACT EDITION

Production of FREAKY FRIDAY ONE ACT EDITION

SPECIAL CONDITIONS:

When

License for Performances from	11/8/2018 - 11/8/2019
First Performance Date	3/1/2019
Last Performance Date	4/1/2019
Number of Performances	3

Where

Theatre Name	FRANCES HARPER JUNIOR HIGH SCHOOL
Theatre Address	4000 EAST COVELL BLVD. DAVIS, CA 95618
Country	US
Theatre Phone	530-757-5330
Theatre Fax	
Theatre Website	HTTP://WWW.DJUSD.K12 .CA.US/HARPER/

Audience

Seating Capacity	200
Expected or Average Seating Usage	150

Tickets

Price1	\$5	% of total	100%
Price2	--	% of total	--
Price3	--	% of total	--
Price4	--	% of total	--
Price5	--	% of total	--

\$5 AVG

100% TOTAL

Order Summary

Production Materials

Rates

Royalty Fee \$139.00

Material Fee \$556.00

2 PIANO VOCAL SCORE

1 PERFORMANCE AUDIO TRACKS
DIGITAL

30 LIBRETTO/VOCAL BOOK

Additional Material

Theatrical Resources

1 VIDEO LICENSE \$75.00

Sales Tax \$0.00

Materials and Resources Sub Total \$770.00

S&H Summary

Production Materials Standard \$40.00

Additional Production Materials Standard \$0.00

Theatrical Resources Standard \$0.00

MATERIALS AND RESOURCES SUB TOTAL \$40.00

Total

MATERIALS AND RESOURCES SUB TOTAL \$770.00

SHIPPING & HANDLING SUB TOTAL \$40.00

GRAND TOTAL \$810.00

Name

Phone

Information

Address
Country

Fax
Email

Shipping Address

Organization FRANCES ELLEN WATKINS HARPER JUNIOR HIGH SCHOOL
Contact SCOTT DAUGHERTY
639 E STREET
Shipping Address DAVIS, YOLO
CA 95616
Phone 5307575330

Billing Address

Organization FRANCES ELLEN WATKINS HARPER JUNIOR HIGH SCHOOL
Contact ACCOUNTS PAYABLE
4000 E Covell Blvd
Billing Address Davis, YOLO
CA 95618-1565
Phone 530-757-5330

Payment

Payment Method Creditcard Only
Invoice Total \$810.00

Type of Card
Name on Card
Card Number
Expiration Date
CID#

Terms and Conditions

DRAMATIC PERFORMING RIGHTS LICENSE

1. Your authorized ShowKit® will consist of the following:

- | | |
|----|--------------------------|
| 2 | PIANO VOCAL SCORE |
| 1 | PERFORMANCE AUDIO TRACKS |
| | DIGITAL |
| 30 | LIBRETTO/VOCAL BOOK |

2. You agree that

Ticket prices for any performance of the show shall not exceed \$10.00 per ticket and

No performance shall take place for any audience exceeding 750 people unless such performances are free of any admission charge, donations or contributions. Any deviation from the foregoing restrictions requires the prior written permission of Music Theatre International.

3. This License grants you the right to perform the "Play" as many times as you would like within the licensed dates listed on the front of this license. In any event it is a violation of this license and copyright laws to use ShowKit® Materials in part or in whole past license date.

4. All advertising, such as posters and program covers, must include the show logo as provided in the ShowKit® Director's Guide. You will not make or sell merchandise bearing this logo, with the exception of t-shirts if purchased from MTI. You will inform the parents and students that they are also bound by this prohibition.

5. All ShowKit materials such as the director's guide, student books, audio and media items and other materials are yours to keep. You may NOT redistribute these materials nor use these materials to stage another production without a valid performance license. All performers in the show must be in 9th grade or younger, unless otherwise authorized in writing in advance by MTI.

6. The performance rights granted by this license apply only to the organization named on this license through special arrangement with Music Theatre International, exclusive licensing agent for live stage performances of this play.

7. You understand that this play is fully protected by Federal and International Copyright laws, and therefore:

You will 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 will perform this show from MTI's Broadway Junior Collection® exactly as it has been provided to you in the ShowKit® materials and you will 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 changes to the 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

Specific Licensing Guidelines and Provisions

1. **DISNEY PUBLIC IMAGE AND REPUTATION.** You acknowledge that Disney is extremely sensitive about maintaining the wholesome Disney public image and preserving and enhancing the Disney reputation for consistently offering family entertainment of the highest caliber. You agree that neither you, nor your employees and representatives, shall take any action which could poorly reflect upon such Disney public image or reputation and you shall at all times manage the production and presentation of the Play in a manner consistent with such Disney public image and reputation. All staff will be made aware of Disney's standards and will conduct themselves in a manner in accordance with these standards and with the expectations of a family audience. In addition to the foregoing, you agree not to list any of your sponsors in connection with any advertising or promotion of the Play if such sponsors do business in any of the following categories: alcohol, tobacco, firearms and feminine hygiene products. Any violation of the foregoing provisions shall entitle us to immediately terminate this Agreement and to injunctive relief to prohibit any further use of the Play.
2. **TRADEMARKS.** You shall acquire no right under this Agreement to use, and shall not use, the name "Disney" (either alone or in conjunction with or as part of any other word or name) or any fanciful characters, designs, logos or trademarks of The Walt Disney Company or any of its related, affiliated or subsidiary companies:

2.1 in any of your advertising, publicity or promotions other than as part of

the title page for programs of your production of the Play, all as provided in paragraph 1 of this Rider and to factually describe Disney's role in your production, namely, that Disney is a licensor only of its stage play and not Disney owned production elements, and is not a producer of your show.

2.2 to express or imply any endorsement by Disney of your production of the Play or any other of your activities; or:

2.3 in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).

Violation of one or more of these Guidelines and Provisions constitutes a material breach of contract and may result in the immediate revocation of your performance license. Please read the Guidelines and Provisions carefully.

Customer Billing

(0015075) FRANCES ELLEN WATKINS HARPER JUNIOR HIGH SCHOOL --
FREAKY FRIDAY ONE ACT EDITION

Please read and print the following Show Billing Information

Show Billing:

CREDITS. You shall incorporate the following credits and comply with all size and other restrictions on the title page of all playbills and programs, and in all houseboards, displays and in all other advertising, press release and any other promotional material, except as otherwise provided below, as follows:

The (Licensee's)
Production of
(50%)
Disney's
(33%)

FREAKY FRIDAY

(100%)

Book by	Music by	Lyrics by
BRIDGET CARPENTER	TOM KITT	BRIAN YORKEY
(50%)	(50%)	(50%)

Based on the novel *Freaky Friday* by

MARY RODGERS

and the Disney films

(40%)

- a) The producer billing must be in the form specified above, including the words "Production of" below your billing, which shall be visually contiguous with the title, all so that the audience is informed that you are the producer. Your billing shall be no less than 50% of the size of the logo or artwork title, as measured by the proportion of the average size of your name to the largest letter in the logo or artwork title.
- b) The credit to Disney above the title shall be no less than 33% of the size of the logo or artwork title, as measured by the proportion of the size of the "D" to the largest letter in the logo or artwork title. You may not replicate the trademark Disney logo unless you license the right to use the License Logo (see letter c, below).
- c) In no event may you duplicate the logo and title from any of the Disney films related to *Freaky Friday* (the "Films") or the novel by Mary Rodgers (the "Novel"), although you separately may license the right to use the stage licensing logo (the "License Logo"). If Disney shall provide a License Logo to Licensee, then Licensee shall use such logo exactly as provided, including fonts. If you elect not to purchase the License Logo, then you shall submit your logo or artwork title for approval prior to any public use thereof.
- d) The credit to the Authors shall be on a single line and in a size no less than 50% of the regular title. If using a logo (custom or licensed), then the total size of this credit (both lines) shall be no less than 20% of the logo or artwork title as measured by the total size of the logo.
- e) The size of each line of the credit to the novelist, Mary Rodgers, and the Disney films shall be no less than 40% of the regular title, and the name "Mary Rodgers" shall be capitalized and appear in bold style typeface. If using a logo (custom or licensed), then the total size of this credit (all three lines) shall be no less than 20% of the logo or artwork title as measured by the total size of the logo.

SHORTFORM BILLING FOR LEAFLETS AND CLASSIFIED ADVERTISEMENTS

(Point sizes must be in same proportion as set forth for full billing above):

The (Licensee's)

Production of

FREAKY FRIDAY

Based on the novel *Freaky Friday* by

MARY RODGERS

and the Disney films

The following credits shall be included in the program on the title page, and shall be no less than 40% of the regular title, and if there is no regular title, then no less than 16% of the logo or artwork title, and in all events 80% of the size of the credit to the authors:

Orchestrations by Michael Starobin & Tom Kitt

Vocal Arrangements by Camel Dean & Tom Kitt

Dance Arrangements & Incidental Music by Tom Kitt

Additional Orchestrations by Marco Marinangeli

Additional Incidental Music by Carmel Dean

ORIGINAL DESIGNS, DIRECTION AND CHOREOGRAPHY. You are prohibited from copying or otherwise using any of the costume and scenic designs, character designs, direction, choreography, artwork or other intellectual property from any other productions of the Play or the Films or the Novel, although there may be a general similarity to the character's appearances. You may not copy any of the choreography of any other productions of the Play, in whole or in part.

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

Freaky Friday

Is presented through special arrangement with Music Theatre International (MTI).

All authorized performance materials are also supplied by MTI.

421 West 54th Street, New York, NY 10019

Phone: 212-541-4684 Fax: 212-397-4684

www.MTIShows.com

VIDEOTAPING. 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.**

CO-PRODUCTION. You may share production costs and/or physical production elements (but not casts) of your production of the Play with other licensees, including renting your physical production to other licensees, subject to MTI's approval, but your production shall only refer to your organization as the producer/presenter of the Play.

REPRESENTATIONS AND WARRANTIES. You hereby represent and warrant as follows: that (i) You shall comply with all applicable laws, including, without limitation all applicable local laws, and shall present the Play in accordance with the terms of this agreement; and (ii) no rights of any third party are or will be violated by your entering into or performing this Agreement, and you have not made nor shall you hereafter make any agreement with any third party which could interfere with the full performance of your obligations hereunder.

INDEMNIFICATION. You hereby agree to indemnify and hold MTI and Disney (and their affiliates and each of MTI, Disney and such affiliate's respective successors, assigns, affiliates, officers, employees, agents, licensees and lessees) harmless against any and all damages, loss, liability, cost or penalty, including without limitation reasonable attorneys' fees and disbursements resulting from any breach or alleged breach of any representation, warranty or agreement made by you hereunder, or relating in any way to your presentation of the Play, except to the extent caused by the negligence or breach of agreement by MTI.

Disney Public Image and Reputation. You acknowledge that Disney is extremely sensitive about maintaining the wholesome Disney public image and preserving and enhancing the Disney reputation for consistently offering family entertainment of the highest caliber. You agree that neither you, nor your employees and representatives, shall take any action which could poorly reflect upon such Disney public image or reputation and you shall at all times manage the production and presentation of the Play in a manner consistent with such Disney public image and reputation. All staff will be made aware of Disney's standards and will conduct themselves in a manner in accordance with these standards and with the expectations of a family audience. In addition to the foregoing, you agree not to list any of your sponsors in connection with any advertising or promotion of the Play if such sponsors do business in any of the following categories: alcohol, tobacco and, firearms. Any

violation of the foregoing provisions shall entitle us to immediately terminate this Agreement and to injunctive relief to prohibit any further use of the Play. Trademarks. You shall acquire no right under this Agreement to use, and shall not use, the name "Disney" (either alone or in conjunction with or as part of any other word or name) or any fanciful characters, designs, logos or trademarks of The Walt Disney Company or any of its related, affiliated or subsidiary companies:

- 1) In any of your advertising, publicity or promotions other than as part of the title of the Play and credits below the title, all as provided in Paragraph 1 of this Rider and to factually describe Disney's role in your production, namely, that Disney is a licensor only of its stage play and not Disney owned production elements, and is not a producer of your show, and that Disney originally produced the Play;
- 2) To express or imply any endorsement by Disney of your production of the Play or any other of your activities; or
- 3) In any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).

MTI Credit

(0015075) FRANCES ELLEN WATKINS HARPER JUNIOR HIGH SCHOOL --
FREAKY FRIDAY ONE ACT EDITION

Please read and print the appropriate way to credit MTI

Program/Poster/Advertising Credits for MTI:

MTI Billing

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

FREAKY FRIDAY ONE ACT EDITION

is presented through special arrangement with
and all authorized performance materials are supplied by

Music Theatre International

423 West 55th Street, New York, NY 10019

Phone: (212) 541-4684 Fax: (212) 397-4684

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.

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