

Central Unified
4605 N. Polk Avenue
Fresno CA 93722

Purchase Order No.
The number below MUST appear on all invoices, pkgs., etc.
184781
Order Date: 02/06/2018

(559) 274-4700

FAX: ()

cc: Anita L.
cc: Sarah Pullen

Invoice To:

CENTRAL UNIFIED SCHOOL DISTRICT
ACCOUNTS PAYABLE (559-274-4700)
4605 N POLK
FRESNO CA 93722-5334

Ship Prepaid To:

0200 - CENTRAL-EAST HIGH SCHOOL
DEBBIE MINATTA (559) 276-0280
3535 N CORNELIA
FRESNO CA 93722-0000

TO: VE# 1925 FAX# (212) 397-4684 Phone# (212) 541-4684

MUSIC THEATRE INTERNATIONAL
421 W 54TH ST
SECOND FLOOR
NEW YORK NY 10019-0000

Remit To:

MUSIC THEATRE INTERNATIONAL
421 W 54TH ST
SECOND FLOOR
NEW YORK NY 10019-0000

Quantity Ordered	Unit of Measure	Description of Articles or Service	Unit Price	Total Cost
1	Each	CHSE-MUSICAL MATERIAL FOR DRAMA	\$0.00	\$0.00
1	Each	MATERIALS AND ROYALTIES FOR MUSICAL IN DRAMA CLASS	\$1,986.16	\$1,986.16
"SPECIFIC" PO - VALID UNTIL JUNE 30, 2018				
INV. NOT TO EXCEED PO AMOUNT				
NOTE: VENDOR MUST CHECK-IN AT MAIN OFFICE				
FREIGHT DELIVERIES BY APPT ONLY				
DELIVERIES NOT SHIPPED TO "SHIP PREPAID"				
ADDRESS ABOVE WILL BE REFUSED.				
Sub Total:				\$1,986.16
Discount:				\$0.00
Tax:				\$0.00
P.O. Total:				\$1,986.16

Requested By:	SARAH PULLEN	Authorized By:	tt	Requisition #:	185061
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Fu---Re---Y-Gl---Fn---Ob-----Si---RP---Mg
0100-00000-0-1110-1000-430000-200-0200-0200

Amount
\$1,986.16

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the D.I.R. pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

1. If unable to fill order or invoice exactly in accordance with description, unit and price hereon, do not ship. Advise us.
2. If price is omitted on order it is agreed that your price will be the lowest prevailing market price.
3. Orders not received on date specified may be cancelled by us.
4. Goods subject to our inspection on arrival.
5. There must be a separate invoice for each purchase order.
6. On orders F.O.B. Shipping Point, prepay shipping charges, add to invoice, and attach paid freight bill as evidence of prepayment charges.
7. All materials, supplies and equipment must comply with requirements of the California Occupational Safety and Health Act and all electrical equipment must comply with three wire grounding requirements.

Approved

MTI PRODUCTION CONTRACT

Your MTI Rep: NATHANAEL MCCLURE
Your MTI Account Number: 1292580
Contract No: 9456607 Printed On: 08/25/17

Licensee:

CENTRAL HIGH SCHOOL DRAMA DEPARTMENT
ATTN.: SARAH PULLEN
3535 NORTH CORNELIA AVENUE
FRESNO, CA 93722

TELE#: 559-276-0280 FAX:
E-MAIL: spullen@centralusd.k12.ca.us

Contract Issue Date: 08/25/17
Contract Expiration Date: 10/06/17
Valid For Performances From: 02/28/18 - 03/10/18

THIS IS A LICENSE FOR AN AMATEUR PRODUCTION OF:
THE 25TH ANNUAL PUTNAM COUNTY SPELLING BEE

SPECIAL CONDITIONS

ROYALTY

ROYALTY A) \$145.00 For Each Regular, Benefit or Other Performance

Provisions: Regular Performance
Seating Limited to 150 per Performance
Tickets @ 10.00 5.00

SECURITY DEPOSIT

\$400.00 to be refunded following the safe, timely return of the rented material to us, less handling/shipping/missing materials/brokerage fees, late charges and/or any outstanding account obligations.

RENTAL FEE

\$900.00 for a standard set of materials or any part thereof
Provisions:

See attached ADDITIONAL MATERIALS page for a complete list of all materials included in the Standard Rental Set.

The Standard Rental Set (see attached) is the ONLY acting edition authorized by the Authors and MUST be rented from us as a condition of this offering.

If the rental materials are needed in advance of the standard two-month rental period, they may be rented for \$400.00 extra each month or part thereof, pending availability.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

CONTRACT CONFIRMATION

COMPLETE THIS COPY AND RETURN TO MTI

Your MTI Rep: NATHANAEI MCCLURE
Your MTI Account Number: 1292580
Contract No: 9456607 Printed On: 08/25/17

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: CENTRAL HIGH SCHOOL DRAMA DEPARTMENT
Name of Show: THE 25TH ANNUAL PUTNAM COUNTY SPELLING BEE
Name and address of performance space/venue: CENTRAL HIGH SCHOOL PERF ARTS
3535 NORTH CORNELIA AVENUE, FRESNO, CA 93722

Date(s) of performance(s): 02/28/2018 - 03/10/2018

Contract Expires: 10/06/2017

Please list number of performances
for each calendar month:

Feb: 1 Mar: 6 (Feb 28, March 1, 2, 7, 8, 9, 10, 2018)

SHIP WITH: ☐ Partial/Alternate Orchestration ☒ Full Orchestration ☐ No Orchestration
(check one)
(If "Partial," you MUST mark the required parts on the ORCHESTRATION DETAILS sheet, and return a copy with your signed contract.
If Alternate Orchestration, and more than one alternate orchestration exists, please indicate which version - ie: 17 piece or 13 piece)

ROYALTY: Royalty A for 7 performance(s) @ \$ 145.00 per performance, a total of \$ 1015

RENTAL: \$900.00 for a standard set of materials or any part thereof \$ 900.00

ADDITIONAL RENTAL (Outside of the standard two (2) month period): \$400 per month X _____ months \$ _____

SECURITY FEE: Your security fee MUST be paid in full by check, credit card or money order (No Purchase Orders accepted) in order to process your license. Failure to do so may result in a delay in the processing of your license. \$ 400.00

ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page): \$ _____

SALES TAX (CA, CT, MN, NJ, NY): CT, MN & NY: Apply to all Materials and Shipping fees. CA&NJ residents apply to Materials only. 7.975% \$ 71.78

TOTAL: \$ 2386.78

TOTAL AMOUNT ENCLOSED: \$ _____

OUTSTANDING OBLIGATIONS: \$ _____

SHIPPING

Shipment is made by UPS or FEDEX Ground Service unless otherwise instructed. You will be billed for all shipping charges.
Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: (check one) ☒ RUSH ☐ SECOND DAY ☐ GROUND

Shipping Address: Central HS East Attn: Sarah Pullen-Harris
(NO P.O. BOXES) 3535 N. Cornelia

City: Fresno State: CA Zip/Postal Code: 93722

PAYMENT

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

☐ CREDIT CARD: ☐ VISA ☐ MASTERCARD ☐ AMERICAN EXPRESS

Card Number: _____ Exp. Date: _____

Name on Card: _____

Signature: _____ Amount: _____

PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK

☒ PURCHASE ORDER: For schools and government agencies ONLY, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. YOU MUST STILL return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

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. A copy of MTI's Performance License can be found online at www.MTIShows.com/PerfLicense.

PRINT YOUR NAME _____ TITLE CBP

AUTHORIZED SIGNATURE _____ DATE 2/14/18

DAYTIME TELEPHONE _____ EMAIL _____

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

Rev by Robert Puy

CONTRACT CONFIRMATION

LICENSEE COPY

Your MTI Rep: NATHANAEL MCCLURE
Your MTI Account Number: 1292580
Contract No: 9456607 Printed On: 08/25/17

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: CENTRAL HIGH SCHOOL DRAMA DEPARTMENT
Name of Show: THE 25TH ANNUAL PUTNAM COUNTY SPELLING BEE
Name and address of performance space/venue: CENTRAL HIGH SCHOOL PERF ARTS
3535 NORTH CORNELIA AVENUE, FRESNO, CA 93722

Date(s) of performance(s): 02/28/2018 - 03/10/2018

Contract Expires: 10/06/2017

Please list number of performances
for each calendar month: _____

SHIP WITH:

☐ Partial/Alternate Orchestration

☐ Full Orchestration

☐ No Orchestration

(check one)

(If "Partial," you MUST mark the required parts on the ORCHESTRATION DETAILS sheet, and return a copy with your signed contract.

If Alternate Orchestration, and more than one alternate orchestration exists, please indicate which version - ie: 17 piece or 13 piece)

ROYALTY: Royalty A for _____ performance(s) @ \$ 145.00 per performance, a total of \$ _____

RENTAL: \$900.00 for a standard set of materials or any part thereof \$ 900.00

ADDITIONAL RENTAL (Outside of the standard two (2) month period): \$400 per month X _____ months \$ _____

SECURITY FEE: Your security fee MUST be paid in full by check, credit card or money order (No Purchase Orders accepted) in order to process your license. \$ 400.00

Failure to do so may result in a delay in the processing of your license.

ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page): \$ _____

SALES TAX (CA, CT, MN, NJ, NY): CT, MN & NY: Apply to all Materials and Shipping fees. CA&NJ residents apply to Materials only. 7.975% \$ _____

TOTAL: \$ _____

TOTAL AMOUNT ENCLOSED: \$ _____

OUTSTANDING OBLIGATIONS: \$ _____

SHIPPING

Shipment is made by UPS or FEDEX Ground Service unless otherwise instructed. You will be billed for all shipping charges.

Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: (check one) ☐ RUSH ☐ SECOND DAY ☐ GROUND

Shipping Address: _____

(NO P.O. BOXES)

City: _____ State: _____ Zip/Postal Code: _____

PAYMENT

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

☐ CREDIT CARD: ☐ VISA ☐ MASTERCARD ☐ AMERICAN EXPRESS

Card Number: _____ Exp. Date: _____

Name on Card: _____

Signature: _____ Amount: _____

PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK

☐ PURCHASE ORDER: For schools and government agencies ONLY, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. YOU MUST STILL return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

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. A copy of MTI's Performance License can be found online at www.MTIShows.com/PerfLicense.

PRINT YOUR NAME _____ TITLE CEO

AUTHORIZED SIGNATURE [Signature] DATE 2/14/18

DAYTIME TELEPHONE _____ EMAIL _____

YOU MAY KEEP THIS PAGE FOR YOUR RECORDS

ADDITIONAL MATERIALS

Your MTI Rep: NATHANAEL MCCLURE
Your MTI Account Number: 1292580
Contract No: 9456607 Printed On: 08/25/17

STANDARD RENTAL SET

THE 25TH ANNUAL PUTNAM COUNTY SPELLING BEE
Your Standard Rental Set of Materials will include:

Rehearsal Set:

- 12 LIBRETTO/VOCAL BOOK
- 2 PIANO CONDUCTOR'S SCORE

Not needed

Orchestration: The Standard Rental Set includes the complete standard orchestration parts.
For orchestration details (and/or options) please view the attached ORCHESTRATION sheet(s).

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			
LIBRETTO/VOCAL BOOK (Replacement Fee \$25.00)	_____ x	\$ 6.25	= \$ _____
PIANO CONDUCTOR'S SCORE (Replacement Fee \$120.00)	_____ x	\$ 30.00	= \$ _____
ADDITIONAL ORCHESTRA PARTS (Replacement Fee \$60.00)	_____ x	\$ 15.00	= \$ _____
(Attach ORCHESTRATION sheet with additional parts required marked - list total quantity of parts above)			
THEATRICAL RESOURCES			
CUSTOMIZABLE SHOW POSTERS (Call for Pricing)			
KEYBOARD PATCH SOLUTIONS (Call for Pricing)			
LOGO PACK DIGITAL	_____ x	\$ 75.00	= \$ _____
REFERENCE RECORDING	_____ x	\$ 20.00	= \$ _____
REHEARSCORE+ DIGITAL	_____ x	\$ 300.00	= \$ _____
SCENE PARTNER (Call for Pricing)			
STAGE MANAGER SCRIPT (Replacement Fee \$100.00)	_____ x	\$ 25.00	= \$ _____
SUBPLOT LOGO PACK (Call for Pricing)			
TRANSPPOSITIONS-ON-DEMAND (Call for Pricing)			
VIRTUAL STAGE MANAGER (Call for Pricing)			
LOGO TEES SIX-PACK ADULT LARGE	_____ x	\$ 80.00	= \$ _____
LOGO TEES SIX-PACK ADULT MEDIUM	_____ x	\$ 80.00	= \$ _____
LOGO TEES SIX-PACK ADULT SMALL	_____ x	\$ 80.00	= \$ _____
LOGO TEES SIX-PACK ADULT X-LARGE	_____ x	\$ 80.00	= \$ _____
LOGO TEES SIX-PACK ADULT XX-LARGE	_____ x	\$ 80.00	= \$ _____
LOGO TEES SIX-PACK CHILD LARGE	_____ x	\$ 80.00	= \$ _____
LOGO TEES SIX-PACK CHILD MEDIUM	_____ x	\$ 80.00	= \$ _____
LOGO TEES SIX-PACK CHILD SMALL	_____ x	\$ 80.00	= \$ _____

Add total for all items here.

ADDITIONAL MATERIALS GRAND TOTAL (add this total to Contract Confirmation Page)

\$ _____

You **MUST** return this form along with your contract to receive materials.

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL MATERIALS

ORCHESTRATION

STANDARD ORCHESTRATION

Your MTI Rep: NATHANAEL MCCLURE
 Your MTI Account Number: 1292580
 Contract No: 9456607 Printed On: 08/25/17

Below is a detailed list of all orchestra parts available for this title, along with doublings and other instrumentation notes. If you wish to order additional parts, mark the number of additional parts for each instrument, and return this page with your Contract Confirmation page and include the total number of additional parts on the Additional Materials form.

STANDARD ORCHESTRATION

BOOKS INCLUDED	ADDITIONAL REQUESTED	INSTRUMENT	DOUBLINGS
1	_____	CELLO	BELLS, BONGOS, BOWED CYMBAL, CABASA, DRUM KIT, DUMBEK FINGER CYMBAL, GLOCKENSPIEL, MARACAS, METAL GUIRO SHEKERE, SMALL TRIANGLE, SPLASH CYMBAL SUSPENDED CYMBAL, TABLA, TAMBOURINE, TIMPANI, VIBES WOODBLOCK, XYLOPHONE ALTO SAXOPHONE, Bb CLARINET, FLUTE, OBOE
1	_____	SYNTHESIZER	
1	_____	PERCUSSION	
1	_____	REED 1	

Not needed

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL ORCHESTRATION

BILLING CREDITS

Your MTI Rep: NATHANAEL MCCLURE
Your MTI Account Number: 1292580
Contract No: 9456607 Printed On: 08/25/17

SHOW BILLING CREDITS

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

SEE BILLING RIDER FOR SHOW BILLING INFORMATION

MTI BILLING

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

THE 25TH ANNUAL PUTNAM COUNTY SPELLING BEE
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 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

PERFORMANCE LICENSE

SECTION I

Your MTI Rep: NATHANAEL MCCLURE
Your MTI Account Number: 1292580
Contract No: 9456607 Printed On: 08/25/17

BUSINESS OFFICE

Phone: (212) 541-4684 Fax: (212) 397-4684
Music Theatre International
421 West 54th Street
New York, NY 10019

MTI MUSIC LIBRARY

Phone: 860-379-3320
Music Theatre International
31A Industrial Park Road
New Hartford, CT 06057

Please read this Performance License carefully and keep this copy for your records.

Your signature on the acceptance line of the Production Contract accompanying this License 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 Production Contract on behalf of Licensee; and
- c) you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.

I. COPYRIGHT PROVISIONS

Any violation of these provisions shall automatically terminate this License.

1. **Rights Granted:** This License—granted to the party to whom the Production Contract is addressed ("Licensee" or "You")—allows the public performance of the Play as represented in the rented printed materials under the following terms and conditions. This License does not include the right to the original choreography, staging, direction, costume designs or scenery designs of the Play unless specified in writing to the contrary.
2. **Changing the Play:** Under federal law, you may not make any changes, including but not limited to the following:
 - a. You may not add new music, dialogue, lyrics or anything to the text included with the rented material.
 - b. You may not delete, in whole or in part, any material in the existing Play.
 - c. 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 or characterizations in the presently existing Play.
 - 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 so that the written consent of the Authors, if granted, may be obtained by MTI.
 - e. You may not make any copies of the materials provided or physically alter, amend, or change them without MTI's prior written permission. Should permission be granted, any and all materials created or amended remain the property of the Copyright Owners and must be returned to MTI.
 - f. MTI 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 unless that person has entered into a bona fide collaboration agreement directly with the Copyright Owners.
 - g. By signing the Performance Contract, you agree to review the terms of this Performance License, in particular Paragraph 1.2 (This Paragraph), with the entire creative team of this production, and represent they are aware that no changes may be made to the Play without the written consent of the Authors.
3. **Recording/Reproduction (Audio, Video, Computer Sequencing, etc.)**
 - a. **Recording:** This license does not grant you the right to make 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.
 - b. **Broadcast:** Except for the usual right to advertise and publicize the Play by means of print, radio and television (in which no radio or television commercial shall contain excerpts of more than 30 seconds), this license does not allow you to broadcast, televise, and/or electronically post on the Internet any part of the Play, either audio or visual or both, including, without limitation, musical selections.
4. **Program/Poster/Advertising Credits**
 - a. **Author/Creator:** You must give the authors/creators billing credits, as specified in the Production Contract, in a conspicuous manner on the first page of credits in all programs and on houseboards, displays and in all other advertising announcements of any kind.
 - b. **MTI:** You must give appropriate credit to MUSIC THEATRE INTERNATIONAL on all posters, fliers, advertisements and on the title page of your programs in the following manner:
"[Name of Play]" 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
Tel.: (212) 541-4684 Fax: (212) 397-4684 www.MTIShows.com
 - c. If your program contains cast and/or creative team bios, MTI encourages you to include bios for the authors as well as the MTI bio. Bios can be found on MTI's website at www.MTIShows.com/programbios or obtained by request from MTI.
 - d. You must include the following warning in your program:
"The videotaping or other video or audio recording of this production is strictly prohibited."
 - e. **Logos:** You may not use the copyrighted logo of the Play, unless MTI grants you a specific license to do so in the Production Contract and you pay MTI the applicable fee.
 - f. **Merchandise:** You may not create merchandise based on the play, whether for sale or distribution, without written permission from MTI acting on behalf of the Copyright Owners or their duly authorized representatives.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

PERFORMANCE LICENSE

SECTION II

Your MTI Rep: NATHANAEL MCCLURE
Your MTI Account Number: 1292580
Contract No: 9456607 Printed On: 08/25/17

Please read this Performance License carefully and keep this copy for your records.

Your signature on the acceptance line of the Production Contract accompanying this License 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 Production Contract on behalf of Licensee; and
- c) you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.

II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS

1. **Changes:** If any of the conditions set forth in the Production Contract have 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 (address above) 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. Cancellation fees of at least fifty dollars (\$50.00) may apply.
2. **Expiration Date and Cancellation of License:** MTI must receive a signed copy of the Production Contract, accompanied by payment in full, (or by a purchase order pursuant to Paragraph 5 below) by the expiration date indicated on the first page of the Production Contract or prior to your first performance, whichever occurs sooner, or you will be deemed to be unlicensed. MTI reserves the right, in its sole discretion, to revoke this Performance License by sending written notice to you at any time prior to MTI's receipt of both a signed Production Contract and payment in full. You agree not to advertise, announce, present or sell tickets for any performances until you are licensed as provided above.
3. **Additional Performances:** Should you desire to present performances in addition to those provided for in the Production Contract, you agree to enter into a new agreement with us and to make additional royalty and rental 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 and fees due.
4. **Complimentary Tickets:** 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.
5. **Purchase Orders:** For schools and government agencies only, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. You must still send us your check or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contracts to cause materials to be shipped.
6. **Accounting:** You shall forward to us at least two (2) copies 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.
7. **Default:** This License is conditioned upon your fulfillment of all obligations set forth herein and in the accompanying Production Contract, including the prompt payment of all rental, royalty, and security fees in U.S. funds when due. 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 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.
8. **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.
9. **Reserved Rights:** 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.
10. **Transfer of Rights:** Under no conditions can this License be assigned or transferred without our written consent. 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.
11. **Indemnification of Licensors:** You agree to indemnify MTI and the Copyright Owner(s) and Rightsholder(s) of the Play from any claim arising out of your violation of any of the provisions of this License agreement.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

PERFORMANCE LICENSE

SECTION III

Your MTI Rep: NATHANAEL MCCLURE
Your MTI Account Number: 1292580
Contract No: 9456607 Printed On: 08/25/17

Please read this Performance License carefully and keep this copy for your records.

Your signature on the acceptance line of the Production Contract accompanying this License 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 Production Contract on behalf of Licensee; and
- c) you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.

III. MATERIALS RENTAL PROVISIONS

1. **Term:** Unless otherwise indicated in the accompanying Production Contract, the term of rental shall be 2 (two) months.
2. **Delivery:** Provided MTI has received a signed copy of the Production Contract and the full applicable royalty, rental and security fees, the rented materials will be shipped approximately two months prior to the first performance. Please allow approximately ten (10) days for delivery.
3. **Additional Rental Time:** If the rented materials are needed in advance of the 2 month period stated below, the charge is four hundred dollars (\$400.00) each extra month or part thereof, subject to availability.
4. **Suitability:** MTI makes no representation as to the adequacy, suitability and/or condition of the materials indicated above. Any missing or damaged materials **MUST** be reported to MTI's Business Office within forty-eight (48) hours after your receipt of them, or you may be liable for full replacement charges upon their return to MTI.
5. **Shipping Charges:** You shall pay shipping charges BOTH WAYS for materials that MTI rents and/or supplies to you, as well as all customs charges, duties and the like in connection with shipments of materials outside of the United States and return shipment to MTI. MTI ships by U.S. Mail, Air Freight, UPS or other carriers at its sole option. Any expense that MTI incurs with respect to the delivery or return of the materials to its library shall be charged to you; you agree upon demand promptly to reimburse MTI for the full amount of such expense. A \$10 handling fee is applied to each order.
6. **Return of Materials:** You agree that, no later than seven (7) days after the last performance under the terms of this License, you will return to MTI, by prepaid carrier, insured for not less than seven hundred fifty dollars (\$750.00), the complete set of materials (including any additional materials ordered) in as good condition as when you received it. Should you fail to do so, MTI shall be entitled to an additional rental fee of twenty dollars (\$20.00) for each day that you retain any material beyond the period of seven (7) days after the last performance. You are responsible for the safe return to MTI of all of the rented material. If complete materials are not returned all at once and properly labeled, your account may not be credited or you may be liable for a restocking fee.
7. **Address for Return of Materials:** All materials must be returned to MTI's Music Library (Address listed below)
DO NOT SHIP MATERIALS TO THE BUSINESS OFFICE!

RETURN ALL MATERIALS TO:

Music Theatre International
31A Industrial Park Road
New Hartford, CT 06057
Phone: 860-379-3320

Any materials returned to MTI's Business Office will be subject to a transfer charge of up to \$50.00.

8. **Damage/Loss:** Any damage to or loss of the materials shall be charged to you; you agree upon demand promptly to reimburse MTI for the full amount of such evaluated damage to or loss of materials. Any materials lost or damaged while in your possession will be assessed fees as set forth in the accompanying Production Contract.
9. **Cancellation:** The fee for rental of materials is required under any and all conditions, notwithstanding the non-use of said materials. Furthermore, you understand that, even if you do not present the Play, you could be obligated for the fees set forth in this License and the accompanying Production Contract.
10. **Permitted Use:** You understand that the Play materials cannot be used for any purpose other than as stated in this License and that you and/or anyone connected with your organization may not copy, reproduce, sell or otherwise distribute such materials.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

CONTRACT RIDER
COMPLETE THIS COPY AND RETURN TO MTI

Your MTI Rep: NATHANAEL MCCLURE
Your MTI Account Number: 1292580
Contract No: 9456607 Printed On: 08/25/17

ADDITIONAL LICENSING GUIDELINES AND PROVISIONS

You agree to bill the Play and the Authors and all other parties specified below in all programs, houseboards, displays and in all advertising and all paid publicity, in the following manner:

CREDIT

THE 25TH ANNUAL PUTNAM COUNTY SPELLING BEE **100%**

Music & Lyrics by William Finn Book By Rachel Sheinkin 50%

Conceived by Rebecca Feldman 50%

Additional Material by Jay Reiss 25%

Originally Directed on Broadway by James Lapine 25%

Furthermore, you agree to include clear and prominent credit on the title page of all programs and in all advertising and publicity wherever and whenever the full production credits are given, in a type size not less than 25% of the type size used for the non-logo title of the Play, substantially as follows:

Originally produced on Broadway by David Stone, James L. Nederlander, Barbara Whitman, Patrick Catullo Barrington Stage Company, Second Stage Theatre 25%

You also agree to include the following on the staff credits page of any program, in capital letters and separated by a line from other staff, as follows:

In the first position:
'Based upon C-R-E-P-U-S-C-U-L-E, an original play by The Farm.'

In the second position:
'The Barrington Stage Company workshop of THE 25TH ANNUAL PUTNAM COUNTY SPELLING BEE was originally co-directed by Michael Barakiva and Rebecca Feldman.'

In addition to the foregoing credits, you agree to include the Owners' and The Farm's approved biographies in all programs of the Play that include biographies of any other creative team members. Bios can be found on the MTI website at: <http://www.mtishows.com/about/author-bios>

Please sign below to affirm that you have read the above Billing Rider to the Performance License for your production of THE 25TH ANNUAL PUTNAM COUNTY SPELLING BEE. By signing below, you acknowledge that you fully understand that the inclusion of all credits set forth on the Billing Rider is required, and you agree to ensure that the party responsible for your production's programs, posters and advertising are made aware of these requirements as well.

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Contract Rider and the accompanying Performance License and agree to abide by terms and conditions contained therein. A copy of MTI's Performance License can be found online at www.MTIShows.com/PerfLicense.

PRINT YOUR NAME _____ TITLE CEO
AUTHORIZED SIGNATURE _____ DATE 2/14/18
DAYTIME TELEPHONE _____ EMAIL _____

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

REV BY Rebecca

CONTRACT RIDER
LICENSEE COPY

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Your MTI Account Number: 1292580
Contract No: 9456607 Printed On: 08/25/17

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Originally produced on Broadway by David Stone, James L. Nederlander, Barbara Whitman, Patrick Catullo Barrington Stage Company, Second Stage Theatre 25%

You also agree to include the following on the staff credits page of any program, in capital letters and separated by a line from other staff, as follows:

In the first position:
'Based upon C-R-E-P-U-S-C-U-L-E, an original play by The Farm.'

In the second position:
'The Barrington Stage Company workshop of THE 25TH ANNUAL PUTNAM COUNTY SPELLING BEE was originally co-directed by Michael Barakiva and Rebecca Feldman.'

In addition to the foregoing credits, you agree to include the Owners' and The Farm's approved biographies in all programs of the Play that include biographies of any other creative team members. Bios can be found on the MTI website at: <http://www.mtishows.com/about/author-bios>

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PRINT YOUR NAME _____ TITLE Director Fiscal svcs.
AUTHORIZED SIGNATURE Yolanda Balladars DATE 2/14/10
DAYTIME TELEPHONE _____ EMAIL _____

YOU MAY KEEP THIS PAGE FOR YOUR RECORDS