

Your MTI Rep: MICHAEL JACKSON
Your MTI Account Number: 0022711
Contract Number: 0562372

Licensee: LAKE RIVIERA MIDDLE SCHOOL
ATTN.: JACLYN PAGE
171 BEAVERSON BLVD
BRICK, NJ 08723
TELE#: 732-262-2600 FAX:
E-MAIL: jpage@brickschools.org

RECEIVED

SEP 12 2011

BUSINESS ADMINISTRATOR

- REPRINT -

Contract Issue Date: 06/15/11
Contract Expiration Date: 07/27/11
Valid For Performances From: 06/14/11 - 06/14/12
Actual Performance Dates: 06/14/11 - 06/14/12

PRODUCTION CONTRACT for DISNEY'S HIGH SCHOOL MUSICAL JR
CONTRACT PROVISIONS:

ALL PERFORMERS MUST BE IN THE 9TH GRADE AND UNDER. THIS LICENSE INCLUDES THE RIGHTS FOR UNLIMITED PERFORMANCES WITHIN \*ONE\* YEAR AS RECORDED IN THE DATES ABOVE.



MUSIC THEATRE INTERNATIONAL
421 West 54th Street, New York, NY 10019
(212) 541-4684 • Fax (212) 397-4684
www.MTIShows.com • Licensing@MTIShows.com

AMOUNT ENCLOSED

Table with 2 columns: Description and Amount. Rows include SHOWKIT, Royalty (\$110.00), Non-Refundable Materials Fee (\$440.00), SHOWKIT SHIPPING (\$40.00), SALES TAX, ADDITIONAL MATERIALS TOTAL (\$255.50), and TOTAL AMOUNT ENCLOSED (\$845.50).

PAYMENT

- Check or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)
CREDIT CARD: (circle one) VISA MASTERCARD AMERICAN EXPRESS
Card Number: Expiration Date:
Name on card:
Signature: Amount:
PURCHASE ORDERS: For schools and government agencies only, a signed, authorized purchase order is acceptable payment.

SHIPPING

Shipping Address: (NO P.O. BOXES)
City: State/Province: Zip/Postal Code:
Note: The ShowKit materials will be shipped upon receipt of a signed copy of the Production Contract and the full applicable fees. Please allow approximately ten (10) days for processing.

ACCEPTANCE

ShowKits are non-transferable and non-refundable.
With this contract you are agreeing to produce DISNEY'S HIGH SCHOOL MUSICAL JR
By signing below, you agree to the terms and conditions set forth in the Dramatic Performing Rights License.

Print Your Name: Title:
Authorized Signature: Date:
Daytime Phone Number: E-mail:

PLEASE COMPLETE, SIGN AND RETURN ONE (1) COPY OF THIS PRODUCTION CONTRACT WITH FULL PAYMENT. BE SURE TO RETURN THE ADDITIONAL RESOURCES ORDER FORM AND/OR RIDER(S) IF APPLICABLE.

Your MTI Rep: MICHAEL JACKSON  
 Your MTI Account Number: 0022711  
 Contract Number: 0562372

**Licensee:**

LAKE RIVIERA MIDDLE SCHOOL  
 ATTN.: JACLYN PAGE  
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TELE#: 732-262-2600 FAX:  
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 CONTRACT PROVISIONS:

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**AMOUNT ENCLOSED**

SHOWKIT™ (See Additional Materials Order Form for a list of ShowKit™ contents)

Royalty ..... \$ 110.00

Non-Refundable Materials Fee ..... \$ 440.00

SHOWKIT SHIPPING (Rush Delivery available for \$85.00 in U.S.): ..... \$ 40.00

Rush Delivery available in Canada for \$115.00. Canadian Shipments are by most efficient carrier, unless otherwise instructed.

SALES TAX (CA, CT, MN, NJ, NY): CT, MN & NY: Apply to all Material and Shipping fees. CA & NJ residents apply to Materials only 7.000% \$

ADDITIONAL MATERIALS TOTAL (from Additional Materials Order Form - please attach): . . . \$

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

**PAYMENT**

- CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)
- CREDIT CARD: (circle one) VISA MASTERCARD AMERICAN EXPRESS  
 Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
 Name on card: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Amount: \_\_\_\_\_
- PURCHASE ORDERS: For schools and government agencies only, a signed, authorized purchase order is acceptable payment.

**SHIPPING**

Shipping Address: \_\_\_\_\_  
 (NO P.O. BOXES)

City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Note: The ShowKit™ materials will be shipped upon receipt of a signed copy of the Production Contract and the full applicable fees. Please allow approximately ten (10) days for processing.

**ACCEPTANCE**

ShowKits™ are non-transferable and non-refundable.  
 With this contract you are agreeing to produce DISNEY'S HIGH SCHOOL MUSICAL JR  
 By signing below, you agree to the terms and conditions set forth in the Dramatic Performing Rights License.

Print Your Name: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Daytime Phone Number: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_

PLEASE COMPLETE, SIGN AND RETURN ONE (1) COPY OF THIS PRODUCTION CONTRACT WITH FULL PAYMENT. BE SURE TO RETURN THE ADDITIONAL RESOURCES ORDER FORM AND/OR RIDER(S) IF APPLICABLE.

Your MTI Rep: MICHAEL JACKSON  
 Your MTI Account Number: 0022711  
 Contract Number: 0562372

**Your ShowKit™ will consist of the following:**

- |    |                              |    |                   |
|----|------------------------------|----|-------------------|
| 1  | DIRECTOR'S GUIDE             | 1  | CHOREOGRAPHIC DVD |
| 30 | STUDENT BOOK                 | 30 | FAMILY MATTERS    |
| 2  | PERFORMANCE ACCOMPANIMENT CD |    |                   |
| 1  | PIANO VOCAL SCORE            |    |                   |

**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
<b>ADDITIONAL MATERIALS</b>				
DIRECTOR'S GUIDE		x	\$ 50.00	= \$
STUDENT BOOK	<u>20</u>	x	\$ 12.00	= \$ <u>240.00</u>
PERFORMANCE ACCOMPANIMENT CD		x	\$ 100.00	= \$
PIANO VOCAL SCORE		x	\$ 40.00	= \$
CHOREOGRAPHIC DVD		x	\$ 50.00	= \$
FAMILY MATTERS		x	\$ 1.00	= \$
<b>THEATRICAL RESOURCES</b>				
FAMILY MATTERS		x	\$ 1.00	= \$
FAMILY MATTERS (PACK OF 10)		x	\$ 10.00	= \$
LOGO PAK		x	\$ 50.00	= \$
STUDENT BOOK TENPAK		x	\$ 100.00	= \$
STUDENT REHEARSAL CD		x	\$ 10.00	= \$
VIDEO LICENSE		x	\$ 75.00	= \$
T-SHIRT SIX PACK: ADULT MEDIUM		x	\$ 80.00	= \$
T-SHIRT SIX-PAK: ADULT LARGE		x	\$ 80.00	= \$
T-SHIRT SIX-PAK: ADULT SMALL		x	\$ 80.00	= \$
T-SHIRT SIX-PAK: ADULT X-LARGE		x	\$ 80.00	= \$
T-SHIRT SIX-PAK: ADULT XX-LARGE		x	\$ 80.00	= \$
T-SHIRT SIX-PAK: CHILD MEDIUM		x	\$ 80.00	= \$
T-SHIRT SIX-PAK: CHILD SMALL		x	\$ 80.00	= \$
T-SHIRT SIXPAK: CHILD LARGE		x	\$ 80.00	= \$

Add total for all items here.

ADDITIONAL MATERIALS TOTAL: ..... \$ 240.00

ADDITIONAL MATERIALS SHIPPING (DO NOT apply shipping charge for Video License): ..... \$ 15.50

Add. Materials Total	Ground	Rush	Add. Materials Total	Ground	Rush
\$0 - \$100	\$ 8.50	\$38.25	\$401 - 500	\$22.50	\$101.25
\$101 - \$200	\$12.00	\$54.00	\$501 - 600	\$26.00	\$117.00
\$201 - \$300	\$15.50	\$69.75	\$601 - 700	\$29.50	\$132.75
\$301 - \$400	\$19.00	\$85.50	\$700 and up	(call for shipping rates)	

Make sure to enter (above) the appropriate Additional Materials Shipping Charge based on the tables on the left.

SALES TAX (CA, MN, NJ, NY): ..... \$ \_\_\_\_\_

NY & MN: Apply to Material and Shipping fees. CA & NJ residents apply to Materials ONLY

**ADDITIONAL MATERIALS GRAND TOTAL (add this total to Contract Confirmation Page)** ..... \$ 255.50

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

**RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL MATERIALS**

## MTI BILLING CREDIT

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

### DISNEY'S HIGH SCHOOL MUSICAL JR

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](http://www.MTIShows.com)

## VIDEOTAPING WARNING

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

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

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

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

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

## **AUTHOR BILLING - DISNEY'S HIGH SCHOOL MUSICAL JR**

In accordance with the Dramatic Performing Rights License, all advertising, such as posters and program covers, must include the show logo as provided in the ShowKit™ Director's Guide and all of the following author billing. It is a violation of your contract if you crop or edit this logo in any way.

The (Licensee) (50% of title)

Production of

Disney's

(33% of title)



Book by

David Simpatico

Based on a Disney Channel Original Movie Written by  
Peter Barsocchini

Songs by

Matthew Gerrard & Robbie Nevil  
Ray Cham, Greg Cham & Andrew Seeley  
Randy Petersen & Kevin Quinn  
Andy Dodd & Adam Watts  
Bryan Louiselle  
David N. Lawrence & Faye Greenberg  
Jamie Houston

Music Adapted, Arranged and Produced by  
Bryan Louiselle

The billing to you 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. The name "Disney's" shall be in plain type font, shall be no more than 33% of the title, as measured by the proportion of the size of the "D" in "Disney" to the size of the largest letters in the title, and in no event may you duplicate the tour logo or title nor the logo and title from the Disney Channel original movie "High School Musical."

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

**DRAMATIC PERFORMING RIGHTS LICENSE**

**YOUR SIGNATURE IN THE ACCEPTANCE SECTION OF THE PRODUCTION CONTRACT WILL ACKNOWLEDGE THAT:**

- a) you have read and understood the terms, conditions and provisions set forth below;**  
**b) you are authorized to enter into the Dramatic Performing Rights License on behalf of Licensee; and**  
**c) you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.**

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

1	DIRECTOR'S GUIDE	1	CHOREOGRAPHIC DVD
30	STUDENT BOOK	30	FAMILY MATTERS
2	PERFORMANCE ACCOMPANIMENT CD		
1	PIANO VOCAL SCORE		

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. The student books are to be distributed to the performers and are theirs to keep. 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

**PLEASE KEEP THIS PAGE FOR YOUR RECORDS**

Rider for



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, and firearms. If you shall desire to have a "Presenting Sponsor" of your production (i.e., a sponsor who is billed above the title of the Play as a co-presenter of your production), then you shall obtain the prior written approval of MTI on behalf of Disney, to be exercised in Disney's sole discretion. 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).

ACCEPTANCE

By signing below, you signify that have you read and understand the terms and conditions set forth in this Rider. 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.

Organization Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

See Attachment A - Sample Ad Layout for authorized advertising and billing credits.

\*\*\* YOU MUST RETURN THIS SIGNED COPY WITH YOUR COMPLETED PERFORMANCE LICENSE \*\*\*

Rider for



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, and firearms. If you shall desire to have a "Presenting Sponsor" of your production (i.e., a sponsor who is billed above the title of the Play as a co-presenter of your production), then you shall obtain the prior written approval of MTI on behalf of Disney, to be exercised in Disney's sole discretion. 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).

ACCEPTANCE

By signing below, you signify that have you read and understand the terms and conditions set forth in this Rider. 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.

Organization Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_


E-Mail: \_\_\_\_\_

See Attachment A - Sample Ad Layout for authorized advertising and billing credits.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS



## Attachment A - Sample Ad Layout

The Your Organization  
PRODUCTION OF  
Disney's  
**HIGH SCHOOL MUSICAL**  


Book by  
David Simpatico

Based on a Disney Channel Original Movie Written by  
Peter Barsocchini

Songs by  
Matthew Gerrard & Robbie Nevil  
Ray Cham, Greg Cham & Andrew Seeley  
Randy Petersen & Kevin Quinn  
Andy Dodd & Adam Watts  
Bryan Louiselle  
David N. Lawrence & Faye Greenberg  
Jamie Houston

Music Adapted, Arranged and Produced by  
Bryan Louiselle

**YOUR PRODUCTION  
INFORMATION HERE!**

**DATES  
TIMES  
TICKET PRICES  
PHONE NUMBER**

**THEATRE AND ADDRESS**

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

**LIMITED HOME USE VIDEO RECORDING PERMISSION**

WHEN SIGNED IN THE SPACES INDICATED BELOW, AND UPON RECEIPT BY MTI OF LICENSEE'S PAYMENT OF SEVENTY-FIVE DOLLARS (\$75.00), THE FOLLOWING TERMS SHALL CONSTITUTE AN AGREEMENT BETWEEN LAKE RIVIERA MIDDLE SCHOOL (THE "LICENSEE") AND MUSIC THEATRE INTERNATIONAL ("MTI"), GRANTING LICENSEE LIMITED PERMISSION TO MAKE ONE VIDEO RECORDING OF LICENSEE'S PRODUCTION OF THE PLAY ENTITLED DISNEY'S HIGH SCHOOL MUSICAL JR (THE "PLAY").

1. Notwithstanding the prohibition against any video recording whatsoever in the Performance License previously granted to Licensee by MTI for the live stage performance of the Play, MTI, having secured permission from The Walt Disney Company for the creation by Licensee of a performance video recording hereby permits Licensee to make one video recording of the Play subject to Licensee's strict observance of the conditions set forth herein.
2. A video recording of the Play (the "Video recording") may be created by Licensee as a non-commercial venture for archival purposes, which video recording may not be sold, leased or rented except as provided as herein. In addition, Licensee may authorize participants in the Play (i.e., cast, crew, creative team) or their families to create a video recording of the Play solely for their own personal, at-home (i.e., non-commercial) use. Alternatively, Licensee may hire an outside party to professionally make one video recording of the Play provided that such video recording may only be used (a) for archival purposes, and/or (b) to make additional copies of the recording that may be sold to participants in the Play or their families for their own personal, at-home (i.e., non-commercial use). Such outside party may not use the name "Disney" or any other trademarks of The Walt Disney Company in any way, except to indicate the content of the video recording.
3. As a condition to the rights granted herein, Licensee agrees to use good faith efforts to inform all audience members of the restrictions and limitations on video recording and the subsequent use thereof, as set forth herein. At a minimum, Licensee agrees to include a statement in the Play's program substantially in the form provided below and shall further inform audience members of the below limitations by way of an announcement prior to the start of each performance of the Play:

**ANY VIDEO RECORDING MADE OF THIS PERFORMANCE IS AUTHORIZED FOR PERSONAL, AT-HOME, NON-COMMERCIAL USE ONLY. THE SALE OR DISTRIBUTION OF SUCH RECORDING IS STRICTLY PROHIBITED UNDER FEDERAL COPYRIGHT LAW.**

4. In no event may any video recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale or electronic transmission and/or posting on the Internet.
5. Licensee understands that its failure to follow the above requirements, even if inadvertent, will incur liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI for its out-of-pocket legal fees and shall pay to MTI damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play.
6. All other provisions, terms and conditions of the License Agreement shall continue in full force and effect.

**ACCEPTANCE**

AGREED AND ACCEPTED BY LICENSEE:

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**\*\*\*YOU MUST RETURN THIS SIGNED COPY WITH YOUR PAYMENT TO PURCHASE LIMITED HOME USE VIDEO RECORDING PERMISSION\*\*\***

## **LIMITED HOME USE VIDEO RECORDING PERMISSION**

WHEN SIGNED IN THE SPACES INDICATED BELOW, AND UPON RECEIPT BY MTI OF LICENSEE'S PAYMENT OF SEVENTY-FIVE DOLLARS (\$75.00), THE FOLLOWING TERMS SHALL CONSTITUTE AN AGREEMENT BETWEEN LAKE RIVIERA MIDDLE SCHOOL (THE "LICENSEE") AND MUSIC THEATRE INTERNATIONAL ("MTI"), GRANTING LICENSEE LIMITED PERMISSION TO MAKE ONE VIDEO RECORDING OF LICENSEE'S PRODUCTION OF THE PLAY ENTITLED DISNEY'S HIGH SCHOOL MUSICAL JR (THE "PLAY").

1. Notwithstanding the prohibition against any video recording whatsoever in the Performance License previously granted to Licensee by MTI for the live stage performance of the Play, MTI, having secured permission from The Walt Disney Company for the creation by Licensee of a performance video recording hereby permits Licensee to make one video recording of the Play subject to Licensee's strict observance of the conditions set forth herein.

2. A video recording of the Play (the "Video recording") may be created by Licensee as a non-commercial venture for archival purposes, which video recording may not be sold, leased or rented except as provided as herein. In addition, Licensee may authorize participants in the Play (i.e., cast, crew, creative team) or their families to create a video recording of the Play solely for their own personal, at-home (i.e., non-commercial) use. Alternatively, Licensee may hire an outside party to professionally make one video recording of the Play provided that such video recording may only be used (a) for archival purposes, and/or (b) to make additional copies of the recording that may be sold to participants in the Play or their families for their own personal, at-home (i.e., non-commercial) use. Such outside party may not use the name "Disney" or any other trademarks of The Walt Disney Company in any way, except to indicate the content of the video recording.

3. As a condition to the rights granted herein, Licensee agrees to use good faith efforts to inform all audience members of the restrictions and limitations on video recording and the subsequent use thereof, as set forth herein. At a minimum, Licensee agrees to include a statement in the Play's program substantially in the form provided below and shall further inform audience members of the below limitations by way of an announcement prior to the start of each performance of the Play:

**ANY VIDEO RECORDING MADE OF THIS PERFORMANCE IS AUTHORIZED FOR PERSONAL, AT-HOME, NON-COMMERCIAL USE ONLY. THE SALE OR DISTRIBUTION OF SUCH RECORDING IS STRICTLY PROHIBITED UNDER FEDERAL COPYRIGHT LAW.**

4. In no event may any video recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale or electronic transmission and/or posting on the Internet.

5. Licensee understands that its failure to follow the above requirements, even if inadvertent, will incur liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI for its out-of-pocket legal fees and shall pay to MTI damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play.

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

### **ACCEPTANCE**

AGREED AND ACCEPTED BY LICENSEE:

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**PLEASE KEEP THIS PAGE FOR YOUR RECORDS**

# **MTI CONTRACT CHECKLIST**

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

Did you remember to....

- Order Additional Materials (by filling out Page 3)?
- Order Limited Home Use Video Recording Permission on Page 10?
- Transfer the Additional Materials Total to Page 1?
- Determine and Total the "Amount Enclosed" on Page 1?
- Sign the contract rider on Page 7?
- Fill out Payment information completely on Page 1?

Make sure to return ALL of the following to MTI:

- Completed and Signed Production Contract (Page 1)
- Completed Additional Materials Order Form (Page 3) - if applicable
- Signed Specific Licensing Guidelines Contract Rider (Page 7)
- Completed Home Use Video Recording Permission Form (Page 10)  
- if applicable
- FULL Payment

## SPECIAL SERVICES FROM MTI



### FREE SHOW SUPPORT for Broadway Junior

#### Production Problems? MTI is here to help!

Like a phone hotline but via email, the HOT BOX provides expert advice and help for any question or problem you may have regarding your upcoming BROADWAY JUNIOR show. Whether you have questions about staging, casting, sets, lights, costumes, makeup – **any question you may have regarding any aspect of your production** – the HOT BOX is here for you!

**Actively checked from Monday through Friday, 9AM to 9PM (EST)**  
[ShowSupport@MTIShows.com](mailto:ShowSupport@MTIShows.com) provides quick responses to theatrical and physical production questions and challenges that you may face during your rehearsal process, and we're here to provide it quickly – usually within an hour or two of when you contact us.

*"Hi! It's Uriah from MTI's Show Support! Let me, and MTI, help you tackle those tricky parts of producing an MTI show. Don't know how to build that certain set piece? Do you have a creative block on costuming ideas? Props have you pooped? Drop me an email about your production and I will pull MTI's resources to answer your questions. I am looking forward to reading – and answering – your emails soon!"*

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