

BOARD MEETING DATE: August 20, 2024

ITEM: VIII-A

RECOMMEND that the District Board of Trustees for North Florida College approves the production contract for Moana, Jr.

ATTORNEY REVIEW STATUS: Contingent upon attorney review and approval.

THIS RECOMMENDATION: will allow North Florida College's Sentinel Upstage Players to have three performances of Moana Jr. on January 31 & February 1, 2025.

Licensee:

NORTH FLORIDA COMMUNITY COLLEGE
 ATTN.: DENISE Y BELL
 325 NW TURNER DAVIS DRIVE
 MADISON, FL 32340

TELE#: 850-973-9481 FAX: 850-973-9497
 E-MAIL: belld@nfc.edu

Contract Issue Date: 08/01/24
 Contract Expiration Date: 09/12/24
 Valid For Performances From: 01/31/25 - 02/01/25

MTI Access Code: MOA3211994

PRODUCTION CONTRACT for DISNEY'S MOANA JR.

AMOUNT ENCLOSED

SHOWKIT™

Royalty A) For 3 number of performances @ \$345.00 for each regular, benefit or other performance, for a total of:.....\$ 1035.00
 Regular Performance
 Seating Limited to 350 per Performance

Non-Refundable Materials Fee (See Additional Materials Order Form for a list of ShowKit™ contents) \$ 695.00

SHOWKIT SHIPPING (Rush Delivery available for \$90.00 in U.S.): \$ 45.00
Rush Delivery available in Canada for \$115.00. Canadian Shipments are by most efficient carrier, unless otherwise instructed.

SALES TAX (where applicable) \$ _____

ADDITIONAL MATERIALS TOTAL (from Additional Materials Order Form — please attach):..... \$ 739.00

TOTAL AMOUNT ENCLOSED (Payable in U.S. Funds): \$ 2514.00

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: _____ Billing Postal Code: _____
 Signature: _____ Amount: _____
- PURCHASE ORDERS: For schools and government agencies only, a signed, authorized purchase order is acceptable payment.

SHIPPING

Shipping Address: 325 NW Turner Davis Drive
(No P.O. Boxes)

City: Madison State/Province: FL Zip/Postal Code: 32340

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 MOANA JR.

By signing below, you agree to the terms and conditions set forth in the Dramatic Performing Rights License.

Print Your Name: Denise Y. Bell Title: Coordinator of Student Activities

Authorized Signature: _____ Date: _____

Email: belld@nfc.edu Day Phone: (850) 973-9481

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.

STANDARD MATERIALS

YOUR SHOWKIT™ WILL CONSIST OF THE FOLLOWING:

- 30 ACTOR'S BOOK
- 1 DIRECTOR'S GUIDE
- 1 PIANO VOCAL SCORE
- 1 CHOREOGRAPHY VIDEOS DIGITAL
- 1 DOWNLOADABLE RESOURCES AND MEDIA
- 1 GUIDE VOCAL AND PERF TRACKS DIGITAL
- 1 DIGITAL SHOWKIT

ADDITIONAL MATERIALS

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				
ACTOR'S BOOK	_____	x	\$ 10.00=	\$ _____
DIRECTOR'S GUIDE	_____	x	\$ 100.00=	\$ _____
PIANO VOCAL SCORE	_____	x	\$ 40.00=	\$ _____
THEATRICAL RESOURCES				
ACTOR'S BOOK TENPACK	2	x	\$ 75.00=	\$ 150.00
CUSTOMIZABLE SHOW POSTERS AND ARTWORK	_____	x	\$ 175.00=	\$ _____
DISNEY'S MOANA SOUVENIR NECKLACE	_____	x	\$ 20.00=	\$ _____
HOW DOES THE SHOW GO ON?	_____	x	\$ 21.00=	\$ _____
LOGO PACK DIGITAL	_____	x	\$ 75.00=	\$ _____
PRODUCTIONPRO-DIGITAL SCRIPT/SCORE	_____	x	\$ 199.00=	\$ _____
SCENIC PROJECTIONS	1	x	\$ 495.00=	\$ 495.00
SCENIC PROJECTIONS PRO	_____	x	\$ 1,795.00=	\$ _____
STAGE WRITE APPLICATION	_____	x	\$ 150.00=	\$ _____
STREAMING LICENSE	_____	x	\$ 75.00=	\$ _____
VIDEO LICENSE	1	x	\$ 75.00=	\$ 75.00
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 TOTAL \$ 720.00

ADDITIONAL MATERIALS SHIPPING \$ 19.00

(do not apply shipping charge for digital items such as Logo Packs):

Add'l Materials Total	Standard	Rush	Add'l Materials Total	Standard	Rush
\$1 - \$100	\$15.00	\$44.00	\$401 - 500	\$31.00	\$120.00
\$101 - \$200	\$19.00	\$60.00	\$501 - 600	\$35.00	\$140.00
\$201 - \$300	\$23.00	\$80.00	\$601 - 700	\$39.00	\$160.00
\$301 - \$400	\$27.00	\$100.00	\$700 and up	go to mtishows.com/ship	

Make sure to enter (above) the appropriate Additional Materials Shipping Charge based on the tables on the left. US and Canada only. Customers in other countries must contact MTI for exact shipping fees.

SALES TAX (where applicable): \$ _____

ADDITIONAL MATERIALS GRAND TOTAL (add this total to Contract Confirmation Page) \$ 739.00

You MUST return this form along with your contract to receive materials. All sales are final. No refunds or exchanges.

*** For shows offering Customized Poster, the purchase of a Customized Poster requires purchase of Logo Pack. If you order a Customized Poster without ordering a Logo Pack, a Logo Pack (at \$75) will automatically be added to your order. ***

MTI BILLING CREDIT

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

DISNEY'S MOANA JR.

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

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

AUTHOR BILLING – DISNEY’S MOANA JR.

Licensee 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 releases and any other promotional material, except as otherwise provided below, as follows:

	TYPE SIZE
The (Licensee) Production of	50%
	100%
Music and Lyrics by Lin-Manuel Miranda, Opetaia Foa’i & Mark Mancina	30%
Book Adapted by Susan Soon He Stanton	30%
Music and Orchestrations Adapted and Arranged by Ian Weinberger	30%
Based on the 2016 Disney film <i>Moana</i>	20%

- The billing to the Licensee must be in the form specified above, include the words, “Production of” below Licensee’s billing, which shall be visually contiguous with the title, so that the audience is informed that the Licensee is the producer of the production. The size of the credit to the Licensee shall be no less than 50% of the size of the logo or artwork title, as measured by the proportion of the font point size to the height of the largest letter in the logo.
- The size of the credit to the authors (Music, Lyrics, and Book) shall be no less than 30% of the size of the logo or artwork title, as measured by the proportion of the font point size to the height of the largest letter in the logo.
- The size of the credit to the Disney film shall be no less than 20% of the size of the logo or artwork title, as measured by the proportion of the font point size to the height of the largest letter in the logo.

Further examples of proper billing can be found in Sample Poster and Program found in Section G of the Director’s Guide.

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. You hereby agree to perform this musical show, and to pay the stated royalty for each regular, benefit or other performance, including matinees. You further agree to pay a materials fee for an authorized ShowKit™ from *The Broadway Junior Collection*® (the "ShowKit") purchased in conjunction with the issuance of this license and a fee for any additional materials ordered. Your authorized ShowKit™ consists of the materials listed on the Standard Materials page of this contract.
2. This License grants one (1) cast the right to perform the Play 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 the license dates of this production. The performance rights granted by this license apply only to the organization named above through special arrangement with Music Theatre International, exclusive licensing agents for live stage performances of this play. Under no conditions can this License be assigned, sub-licensed or transferred without our written consent.
3. All performers in this play must be 18 years of age or under unless special permission has been granted in writing by MTI.
4. All advertising must include the show logo as provided in the ShowKit™. You may not make or sell merchandise bearing this logo, with the exception of t-shirts if purchased from MTI.
5. You understand that this play is fully protected by federal 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 must perform this Play exactly as it has been provided to you in the materials, and you may not add or delete any music or lyrics (including adding songs or dialogue from the full version of the Play or any film version of the Play), alter any music or lyrics, change the sequence of songs or scenes, or make changes of any kind in the text of the Play, including deletions and changes to the period, characters and characterizations.
 - You will not reproduce, post or electronically transmit on the Internet or social media, rent or sell any of the materials.
 - Recording: This license does not grant you the right to (i) record and/or distribute an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, tape, film, CD, DVD or digital versions; or (ii) televise, broadcast, stream, make available for download or otherwise post on the Internet or through any mobile device the Play or any portion of it. 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. If you have purchased a Streaming or Video License (where available) for your production of the Play, you may permit limited recording in accordance with the terms of the Streaming or Video License.
 - Casting: The use of makeup to alter a performer's race or ethnicity (e.g., blackface, etc.) is strictly prohibited under this license. Certain titles may have additional casting requirements set forth in a separate contract rider.
 - Restrictions on Use of Replica Elements: This Production Contract allows the public performance of the Play as represented in the ShowKit materials provided by MTI. The rights granted by MTI do not include the right to utilize any of the choreography, staging, direction, designs (including set, costume, video or projections), or other intellectual property from any prior productions of the Play or from any film version of the Play. The rights to all of those elements, in whole or in part, are owned by third parties and are not granted as part of this Performance License. Licensee may use production elements such as choreography, direction, designs and/or logos when (i) any such elements are specifically provided as part of the ShowKit materials, and thereby authorized for use by MTI, or (ii) where available, the Licensee purchases an MTI Production Resource thereby granting a license to use said element.
6. If any of the conditions of this License are 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 in writing immediately, and MTI must approve all changes before they may take effect. Such changes may alter the fees quoted in this License.

7. The granting of this Performance License and the fees quoted are subject to review and cancellation if MTI has not received one signed copy of the Production Contract, accompanied by payment in full, by the expiration date on the front of the contract.
8. Should you desire to present additional performances, you agree to enter into a new agreement with us and to make additional royalty 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 fees due.
9. 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.
10. You shall forward to us at least one (1) copy 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.
11. This License is conditioned upon your fulfillment of all obligations under this License, including the prompt payment of all materials and royalty fees in U.S. funds when due. For schools and government agencies only, a signed, authorized purchase order is acceptable for payment. 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 shall 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.
12. 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.
13. All rights in and to the Play other than those specifically licensed to you under the terms of this License 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.
14. 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.
15. You agree to indemnify us and the Copyright Owner(s) of the Play from any claim arising out of your violation of any of the provisions of this License.
16. You shall pay transportation charges for materials that we supply to you, as well as all customs charges, duties and the like in connection with shipments of materials outside of the United States. Any expense that we incur with respect to the delivery of the materials shall be charged to you; you agree upon demand promptly to reimburse us for the full amount of such expense.

DISNEY RIDER

ADDITIONAL 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/or 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 Music Theatre International (MTI) on behalf of Disney, to be exercised at Disney's sole discretion. Any violation of the foregoing provisions shall entitle us to immediately terminate this Agreement, to injunctive relief, and to prohibit any further use of the Play.
2. **ORIGINAL DESIGNS, DIRECTION, AND CHOREOGRAPHY.** You are prohibited from copying or otherwise using any of the design, direction, choreography, artwork, or other intellectual property from the Broadway production of the Play or the Disney Film on which the play is based, although there may be a general resemblance. All elements provided in the ShowKit™ (dances provided on the Choreography DVD, Scenic and costume design ideas, staging suggestions, black and white logo, etc.) are approved for use without further permission.
3. **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:
 - 3.1 in any of your advertising, publicity, or promotions of the Play, all as provided in paragraph 1 of this Rider except 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.
 - 3.2 to express or imply any endorsement by Disney of your production of the Play or any other of your activities; or:
 - 3.3 in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).

ACCEPTANCE

By signing below you acknowledge your understanding of the above provisions and will share this with all appropriate parties associated with the aforementioned production, including the accompanying Performance License and agree to abide by terms and conditions contained therein.

PRINT YOUR NAME Denise Y. Bell TITLE Coordinator of Student Activities

AUTHORIZED SIGNATURE _____ DATE _____

EMAIL belld@nfc.edu DAY PHONE 850-973-9481

VIDEO LICENSE

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 NORTH FLORIDA COMMUNITY COLLEGE (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 MOANA JR. (THE "PLAY").

If licensee wishes to purchase a video license, please sign and return this form and pay the \$75 fee (see *Additional Materials Order Form*).

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 for each cast in different performances of your production 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. 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. 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.

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.

SIGN AND RETURN THIS PAGE TO MTI ONLY IF YOU WISH TO PURCHASE A VIDEO LICENSE. A FEE OF \$75 APPLIES.

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.

PRINT YOUR NAME Denise Y. Bell TITLE Coordinator of Student Activities
AUTHORIZED SIGNATURE _____ DATE _____
EMAIL belld@nfc.edu DAY PHONE 850-973-9481

VL_DISJK

LIMITED STREAMING LICENSE

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 5407070
Contract #: 9913634 Printed on: 08/01/24

DISNEY LIMITED STREAMING LICENSE

Defined Terms Used in this License:

MTI Access Code: MOA3211994

Licensee: NORTH FLORIDA COMMUNITY COLLEGE

Streaming License Fee: \$ 75.00

Play: DISNEY'S MOANA JR.

Minimum Per Performance Royalty of \$ 35.00 against 15.00% of gross receipts, whichever is greater

The following shall constitute a rider to the associated Production Contract and is deemed incorporated by reference into such contract.

Licensee has requested the right to record its AMATEUR production of the Play to make it **solely available for viewing remotely on the CUR8.com streaming platform ("MTI Authorized Streaming Platform")**, and MTI has agreed, insofar as it is concerned, to permit such recording and streaming, strictly on the terms and conditions set forth in this Limited Streaming License and the associated Production Contract.

Accordingly, the Licensee agrees as follows:

A. GRANT OF RIGHTS AND STREAMING OPTIONS

- Grant of Capture and Streaming Rights.** Notwithstanding any prohibition against video recording in the associated Production Contract for the Play, this Streaming License grants Licensee permission to capture its live stage production of the Play, solely for the purpose of streaming it on the MTI Authorized Streaming Platform to remote audience members who have purchased tickets to view the stream through the MTI Authorized Streaming Platform ("Stream Viewers"). Licensee acknowledges and agrees that (i) all terms and conditions of the Production Contract and any associated riders, including the prohibition on making changes to the book, music and lyrics of the Play, apply to any performance livestreamed pursuant to this Streaming License (each, a "Video Performance"), and (ii) all Video Performances may be distributed only via the MTI Authorized Streaming Platform, and streaming, broadcasting or any other distribution of the Video Performance is not permitted on any other platform or service (e.g., YouTube, Vimeo, Google Classroom, Facebook, Zoom or other social media).
- Streaming Option for the Play:** This Streaming License permits the Licensee to livestream one or more performances of its live stage production using the MTI Authorized Streaming Platform solely to Stream Viewers broadcast live in real-time. Livestreams may be shown only live, although the MTI Authorized Streaming Platform will permit Stream Viewers a limited period of time to pause or restart from the beginning.
- Streaming Platform:** As a condition of this Streaming License, all streams must take place on the MTI Authorized Streaming Platform and Licensee must make arrangements with the MTI Authorized Streaming Platform separately. Licensee acknowledges that the MTI Authorized Streaming Platform will be password-protected and will not permit downloading, copying or other duplication or redistribution of the Video Performance.
- Royalties and Fees:** Licensee acknowledges that in addition to any royalties or other fees payable pursuant to the Production Contract for the right to produce and present the Play and the Streaming License Fee to acquire the rights granted in this Streaming License, Licensee must pay the Streaming Royalty listed at the top of this Streaming License. The Streaming Royalty is the greater of (a) the gross proceeds from all streaming tickets sold multiplied by the streaming royalty percentage set forth above and (b) the Per Performance Minimum Royalty set forth above. For example, if you are not charging for streaming tickets, you must still pay the Per Performance Minimum Royalty for each streaming performance. The aggregate Streaming Royalty will be deducted from the proceeds of all streaming tickets sales and paid directly to MTI by the MTI Authorized Streaming Platform. Additional per ticket charges may be imposed by the MTI Authorized Streaming Platform.

B. GENERAL TERMS AND CONDITIONS

- Changes:** If any of the conditions set forth in the Production Contract have changed in any way that would affect streaming performances (including change of dates, cancellation or addition of performance(s), ticket price adjustments), Licensee agrees it will notify its MTI customer representative in writing immediately, and MTI must approve all changes in writing before they may take effect. Such changes may alter the fees quoted in the Production Contract. If Licensee

DISNEY LIMITED STREAMING LICENSE continued

requests the right to add additional streaming performances, Licensee agrees not to announce, advertise, present or sell tickets for such additional performances without prior written approval from MTI.

6. **Advertising Restrictions:** Licensee is not permitted to advertise and sell tickets for the Video Performance regionally or nationally. Accordingly, Licensee agrees that its advertising, marketing and promotion of the Video Performance will be limited to its customary local outlets and its social media accounts. Licensee shall not issue any advertising or publicity for streaming to national media such as Broadway.com, Broadway World, Playbill, etc.
7. **Non-Commercial Venture.** Licensee acknowledges that the Video Performance may be created by Licensee solely for streaming on the MTI Authorized Streaming Platform and neither the Video Performance nor any other video recording of the Play may be sold, leased, duplicated or rented except as provided herein or in a separate MTI video license (available for certain titles only).
8. **Billing.** Licensee shall post the full billing credits for the Play onscreen, and shall follow all requirements as to order, size and wording of credits, as provided in the associated Production Contract). Licensee may also distribute a digital program to each Stream Viewer. Such billing shall include the following credit:

STREAMING IS PRESENTED BY SPECIAL ARRANGEMENT WITH

MUSIC THEATRE INTERNATIONAL (MTI) NEW YORK, NY.

All authorized performance materials are also supplied by MTI. mtishows.com

9. **Restriction on Distribution.** In no event may any 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 or social media except as expressly authorized in this Streaming License.
10. **Copyright Infringement.** Licensee understands that its failure to follow the above requirements, even if inadvertent, could subject Licensee to liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI and/or the rightsholder(s) may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI and/or the rightsholder(s) for its out-of-pocket expenses and shall pay to MTI and/or the rightsholder(s) damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play or statutory damages in lieu thereof.
11. **Third-Party Permissions.** Permission granted herein to make a Video Performance available to Stream Viewers is limited to rights in the Play only. MTI cannot grant permission for others whose permission may be required such as, but not limited to, performers, production personnel, directors, choreographers, and designers as well as the theatre or venue owner. Licensee shall obtain all necessary releases and permissions from such personnel (including parents or legal guardians of minor children) and any applicable unions (e.g., Actors Equity, American Federation of Musicians, etc.). Licensee shall indemnify, defend (with counsel chosen by the applicable party being indemnified) and hold harmless MTI and the authors and other rightsholders of the Play from and against all charges, damages, costs, expenses (including reasonable outside attorney's fees), judgments, settlements, penalties, liabilities or losses of any kind or nature whatsoever suffered or incurred by MTI, the authors and other rightsholders of the Play, and their respective parents, affiliates, subsidiaries, directors, officers, agents, employees, licensees, successors, and assigns arising out of any actual or threatened third-party action which relates in any way to the Video Performance or Licensee's live stage production of the Play.
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DISNEY LIMITED STREAMING LICENSE *continued*

- 14. Limitation of Liability.** To the fullest extent provided by law, except as provided in the next sentence, in no event will MTI or the rightsholders of the Play be liable to Licensee on any legal theory (including, without limitation, negligence) or for its errors or omissions, or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this Limited Streaming License, even if MTI has been advised of the possibility of such losses, costs, expenses, or damages. MTI's and the rightsholders' total liability is limited to the total compensation paid to MTI under this Limited Streaming License.
- 15. Miscellaneous.** All other provisions, terms and conditions of the Production Contract and Riders shall continue in full force and effect.
- 16. Disney Image and Reputation.** Licensee acknowledges that the terms of the Additional Guidelines and Provisions incorporated by reference in the Licensee's Production Contract, including the provisions relating to the use of Disney intellectual property and its public image and reputation, apply to any content added by Licensee to the Video Performance (e.g., opening or closing credits, frames, intermission content, etc.). Licensee shall include the following copyright notice at the end of the video:

© Disney

ACCEPTANCE

By signing this Streaming License, you represent that you are authorized to sign this Streaming License on behalf of the Licensee, that you have read and understand the terms and conditions set forth in this Streaming License and that the Licensee agrees to abide by the terms and conditions contained herein.

PRINT YOUR NAME _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

EMAIL _____ DAY PHONE _____

Performances from Date _____ to Date _____

MTI CONTRACT CHECKLIST

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

Be sure to fill out:

- The **Additional Materials Order Form**, if applicable
- Transfer the total from Additional Materials to the **Production Contract**
- The "Total Amount Enclosed" on the **Production Contract**
- The Payment information completely on the **Production Contract**

Return the following completed forms, where applicable:

- The **Additional Materials Order Form**
- The **Limited Home Use Video Recording Permission** form
- The **Limited Streaming License**
- A copy of your **Purchase Order** (schools and government agencies only)

Complete, Sign, and Return ALL of the following:

- The **Production Contract** including:
 - Completed "Total Amount Enclosed"
 - Completed Payment information
- The **Disney Rider**
- **FULL Payment**

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) MTI ENTERPRISES INC.	
	2 Business name/disregarded entity name, if different from above. dba MUSIC THEATRE INTERNATIONAL	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 423 W 55th STREET FLOOR 2	Requester's name and address (optional)
6 City, state, and ZIP code NEW YORK, NY 10019		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number																									
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1	3	-	2	9	7	6	4	6	8																

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 4/15/24
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they