### MUSIC THEATRE INTERNATIONAL

Your MTI Rep: ERIC GRAPATIN
Your MTI Account Number: 0028970
Contract #: 9814265 Printed on: 04/27/23

## **COVID-19 LICENSING FAQ/GUIDELINES**

The Licensing FAQ/Guidelines and Contract Checklist are provided for information only and are not part of the MTI Production Contract

#### **Streaming Royalties**

All streaming royalties will be collected via SHOWTIX4U (www.ShowTix4U.com), unless prior arrangements have been made with MTI.

On the Contract Confirmation page, only enter royalties for any performances in front of a live audience.

For STREAMING performances, you need not enter any amount, and should leave the line blank.

#### **Postponements**

Postponing a show (including COVID-19 postponements):

- Log into your MyMTI account at https://account.mtishows.com
- Click on Change Booking
- Make the appropriate selection(s) to adjust your date and click Submit
- You will receive an email confirmation that the change request was received, and it will include a summary
  of the changes you requested

#### **Cancellations**

Cancelling a show (including COVID-19 cancellations):

- Log into your MyMTI account at https://account.mtishows.com
- Click on Change Booking
- Select I'd Like to Cancel My Booking and click Submit
- Once you have received the email confirming that your cancellation was processed, you can access your invoice through your MyMTI account by clicking Booking Details, and then clicking My Invoice.

#### Refunds/Keeping Funds on Account

Refund checks will be distributed as soon as administratively possible. Processing delays due to fluctuating COVID-19 restrictions in New York City, where the MTI offices are located, may occur.

If you prefer to leave your funds On Account, you can log in to your MyMTI account and select whether you wish to:

- a) leave your funds On Account with MTI for your future use with any MTI-licensed productions
- b) leave your funds On Account temporarily, with MTI processing your refund at a later date (e.g., if you do not currently have access to the location/office where the payment will be mailed)
- c) request that your refund be processed and mailed as soon as possible

#### **Material Returns**

Rental material returns: Our materials library is open and able to receive rental material returns. If you have safe access and if possible, please return any rented MTI materials to our library at your earliest convenience.

FAQ\_2

## MUSIC THEATRE INTERNATIONAL'S

Your MTI Rep: ERIC GRAPATIN
Your MTI Account Number: 0028970
Contract Number: 9814265

#### Licensee:

WHEATON PARK DISTRICT ATTN.: CHAD SHINGLER 1777 S BLANCHARD ST WHEATON, IL 60189-8236

TELE#: 708-510-5132 FAX: E-MAIL: cshingler@wheatonparks.org

Contract Issue Date: 04/27/23 Contract Expiration Date: 06/08/23

Valid For Performances From:

Actual Performance Dates: 07/22/23 - 07/24/23 MTI Access Code: SEU2237712

#### PRODUCTION CONTRACT for SEUSSICAL JR.

**CONTRACT PROVISIONS:** 

\*\*\*\* ALL PERFORMERS MUST BE \*UNDER\* THE AGE OF 18 \*\*\*\*
THIS LICENSE INCLUDES THE RIGHTS FOR UNLIMITED
PERFORMANCES WITHIN AN EIGHT CALENDAR WEEK PERIOD.

AMOUNT ENCLOSED
SHOWKIT™ (See Additional Materials Order Form for a list of ShowKit™ contents)
Royalty\$ 139.00
Non-Refundable Materials Fee\$556.00
SHOWKIT SHIPPING (Rush Delivery available for \$90.00 in U.S.):  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):  TOTAL AMOUNT ENCLOSED (Payable in U.S. Funds):  \$ 250.00
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:
Signature: Amount:
PURCHASE ORDERS: For schools and government agencies only, a signed, authorized purchase order is acceptable payment.  Shipping
Shipping Address:
Note: The ShowKit <sup>M</sup> 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 SEUSSICAL JR.  By signing below, you agree to the terms and conditions set forth in the Dramatic Performing Rights License.  Print Your Name: Michael Benard Title: Executive Director  Authorized Signature: Date: 5-4-23  Day Phone:

#### MUSIC THEATRE INTERNATIONAL'S MINIOP COLLECTION

Your MTI Rep: **ERIC GRAPATIN** Your MTI Account Number: 0028970 Contract Number: 9814265

#### Licensee:

WHEATON PARK DISTRICT ATTN.: CHAD SHINGLER 1777 S BLANCHARD ST WHEATON, IL 60189-8236

TELE#: 708-510-5132 E-MAIL: cshingler@wheatonparks.org

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AMOUNT ENCLOSED				
SHOWKIT™ (See Additional Materials Order Form for a list of ShowKit™ contents)				
Royalty\$ <u>139.00</u>				
Non-Refundable Materials Fee\$ 556.00				
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): \$ 45.00  ADDITIONAL MATERIALS TOTAL (from Additional Materials Order Form — please attach): \$ 45.00				
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: Amount:  PURCHASE ORDERS: For schools and government agencies only, a signed, authorized purchase order is acceptable payment.  SHIPPING				
Shipping Address:  (No P.O. Boxes)				
Acceptance				
ShowKits™ are non-transferable and non-refundable. With this contract you are agreeing to produce SEUSSICAL JR. By signing below, you agree to the terms and conditions set forth in the Dramatic Performing Rights License.				
Print Your Name: Title: Date: Day Phone: ( )				

PCK9\_JRB\_\_22

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

#### Your MTI Rep: **ERIC GRAPATIN** Your MTI Account Number: 0028970 Contract Number: 9814265

#### 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

Your MTI Rep: **ERIC GRAPATIN** Your MTI Account Number:

0028970 Contract Number: 9814265

#### 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 DIRECTOR'S GUIDE PIANO VOCAL SCORE	x	\$ 100.00=	\$			
THEATRICAL RE			·			
ACTOR'S BOOK TENPACK CUSTOMIZABLE SHOW POSTERS AND ARTWORK HOW DOES THE SHOW GO ON? LOGO PACK DIGITAL PRODUCTIONPRO-DIGITAL SCRIPT/SCORE SCENIC PROJECTIONS SCENIC PROJECTIONS PRO SOCIAL MEDIA MARKETING KIT STAGE WRITE APPLICATION VIDEO LICENSE LOGO TEES SIX-PACK ADULT LARGE LOGO TEES SIX-PACK ADULT MEDIUM LOGO TEES SIX-PACK ADULT X-LARGE LOGO TEES SIX-PACK ADULT X-LARGE LOGO TEES SIX-PACK CHILD LARGE LOGO TEES SIX-PACK CHILD LARGE LOGO TEES SIX-PACK CHILD MEDIUM LOGO TEES SIX-PACK CHILD MEDIUM	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$ 175.00= 21.00= 75.00= 199.00= 450.00= 5 1,795.00= 150.00= 5 150.00= 75.00= 80.00= 80.00= 80.00= 80.00= 80.00= 80.00= 80.00= 80.00= 80.00= 80.00= 80.00=	\$			

ADDITIONAL MATERIALS SHIPPING. . .

(do not apply shipping charge for Video License, Logo Packs, or RehearScore):

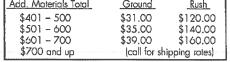
Add. Materials Total	Ground	Rush
\$0 ~ \$100	\$15.00	\$44.00
\$101 - \$200	\$19.00	\$60.00
\$201 - S300	\$23.00	\$80.00
\$301 - \$400	- \$27.00	\$100.00

Add. Materials Total Ground Rush \$401 - 500 \$31.00 \$120.00 \$501 - 600 \$35.00 \$140.00 \$501 - 700 \$39.00 \$160.00

SALES TAX (where applicable):

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

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



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.

Add total for all items here.

AdM\_IRKOO

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL MATERIALS

<sup>\* \* \* \*</sup> 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.

Your MTI Rep: **ERIC GRAPATIN** Your MTI Account Number: Contract Number:

#### **AUTHOR BILLING - SEUSSICAL JUNIOR**

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.

## [name of school] Production of



Book by Lynn Ahrens and Stephen Flaherty

Music by Stephen Flaherty

Lyrics by Lynn Ahrens

Conceived by Lynn Ahrens, Stephen Flaherty and Eric Idle

Based on the works of Dr. Seuss

Music Supervised, Adapted and Produced by Bryan Louiselle

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

Your MTI Rep: **ERIC GRAPATIN** Your MTI Account Number: 0028970

Contract Number: 9814265

#### MTI BILLING CREDIT

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

#### SEUSSICAL 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

#### 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 WHEATON PARK DISTRICT (THE "LICENSEE") AND MUSIC THEATRE INTERNATIONAL ("MTI"), GRANTING LICENSEE LIMITED PERMISSION TO MAKE ONE VIDEO RECORDING OF LICENSEE'S PRODUCTION OF THE PLAY ENTITLED SEUSSICAL 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 general prohibition against any video recording whatsoever in the License, MTI hereby grants permission for your organization to permit one authorized videographer (who can be an individual associated with your production or a commercial videographer as set forth in Paragraph 2 below) to record a single performance 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 provided to participants in the Play or their families for their own personal, at-home (i.e., non-commercial use). It is permissible to charge the participants in the Play or their families the duplication costs of the copies, but the videos cannot be sold for a profit and may not be distributed online or to the general public. Such outside party may not use the name of the owner of the Play or any other trademarks of the Owner 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.

In addition, the following notice be must be displayed as the opening 45 seconds of the video:

WARNING! THIS VIDEO RECORDING HAS BEEN CREATED SOLELY FOR PERSONAL, NON-COMMERCIAL PURPOSES WITH THE SPECIAL PERMISSION OF MUSIC THEATRE INTERNATIONAL. UNDER FEDERAL COPYRIGHT LAW, IT MAY NOT, IN WHOLE OR IN PART, BE SOLD, STREAMED, BROADCAST, DUPLICATED OR DISSEMINATED TO THE PUBLIC IN ANY WAY, BY ANY MEANS NOW KNOWN OR INVENTED IN THE FUTURE.

- 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 and/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. In addition, Licensee shall indemnify MTI and the authors and owners of the Play and hold them harmless from any costs or expenses arising out of claims made by third parties appearing in the video, or whose work is used in the video (such as performers, musicians, directors, choreographers or designers).
  - 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	TITLE			
AUTHORIZED SIGNATURE	DATE			
EMAIL	DAY PHONE			

Your MTI Rep: ERIC GRAPATIN
Your MTI Account Number: 0028970
Contract Number: 9814265

#### 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 materials will consist of the nonrefundable items, as listed on the Standard Materials page, for your cast to keep.
- 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 one (1) cast 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<sup>TM</sup> Materials in part or in whole past the license dates of this production.
- 4. All advertising, such as posters and program covers, must include the show logo as provided in the ShowKit<sup>TM</sup> 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 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.
- 8. 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.

#### **CONTRACT RIDER**

Your MTI Rep: ERIC GRAPATIN
Your MTI Account Number: 0028970
Contract #: 9814265 Printed on: 04/27/23

#### RESTRICTIONS ON CHANGES TO PLAY AND USE OF REPLICA ELEMENTS

By signing the Production Contract to which this Rider is attached, the individual signing on behalf of Licensee (the "Authorized Signatory") acknowledges, on behalf of Licensee, that under federal copyright law and the terms of the Production Contract, the Licensee may not (a) make any changes to the Play or any additional materials purchased or rented from MTI (the "MTI Rental Materials") or (b) use any choreography, direction or design elements from any prior production or film version of the Play except as set forth below under **Permitted Uses**. Without limiting the foregoing, Licensee acknowledges that it <u>may not</u>:

- Make changes of any kind, including changes of music, lyrics, dialogue, sequence of songs and/or scenes, time
  period, setting, characters or characterizations or gender of characters in the Play, regardless of whether the
  authors have approved any similar changes for a prior production of the Play.
- Add music, dialogue, lyrics, scenes, scenarios, characters, framing devices or anything to the text or structure of
  the Play as embodied in the MTI Rental Materials, including adding any songs or dialogue from any film version
  of the Play or from any other version of the Play.
- Delete, in whole or in part, any material (including music, lyrics or text) from the Play as embodied in the MTI Rental Materials.
- Use any of the designs, direction, choreography, logos or artwork, or other intellectual property from any
  Broadway, London, or touring productions or from any film version of the Play, except as set forth below under
  Permitted Uses. The rights to all of these elements are owned by third parties and are not granted as part of this
  Performance License.

Permitted Uses: Notwithstanding the foregoing restrictions, Licensee may use production elements such as choreography, direction, designs and/or logos when (i) any such elements are specifically authorized for use by MTI, either as part of MTI's standard rental package (or ShowKit®, for Broadway Junior® titles), or (ii) a license to use any such element is purchased separately by Licensee, where available.

If Licensee violates any of these restrictions, Licensee acknowledges and agrees that MTI may revoke Licensee's contract and cancel the production without advance notice and without Licensee recourse of any kind, that Licensee will forfeit any prepaid fees and/or royalties in full and that Licensee may be sued for breach of contract and federal copyright infringement to the full extent of the law.

By signing the Production Contract, which incorporates by reference the terms of this Rider, the Authorized Signatory acknowledges that the Authorized Signatory:

- a. has read and understands the terms above regarding changes to the Play and use of replica elements;
- b. has reviewed, or will review, the terms of this Production Contract regarding changes to the Play and use of replica elements with the director and entire creative team of Licensee's production; and
- c. represents and warrants that the director and creative team have been or will be instructed that (i) no changes may be made to the Play without the written consent of the Rightsholders and (ii) they shall not copy or replicate any of the creative elements of prior productions or film version of the Play.

Your MTI Rep: **ERIC GRAPATIN** Your MTI Account Number: Contract Number:

# 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 (if applicable)?
- Transfer the Additional Materials Total to Page 2?
- Determine and Total the "Amount Enclosed" on Page 2?
- Fill out Payment information completely on Page 2?

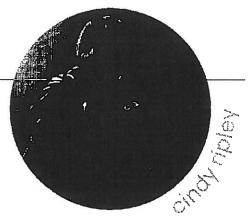
Make sure to return ALL of the following to MTI:

- Completed and Signed Production Contract (Page 2)
- Completed Additional Materials Order Form if applicable
- FULL Payment









Show Support is our free online support feature where you can pose questions and offer solutions to the entire Broadway Junior community.

Along with your fellow teachers, our educational expert Cindy Ripley is always available to help you with any challenge.



# Celebrate Your Production with our Recognition and Publicity Program

As a special way of saying "Thank You" for presenting a Broadway Junior musical, we're happy to offer FREE professional assistance in publicizing your upcoming production and rewarding your students' accomplishments.

#### Elements include:

- → Official Press Release to Your Local Media
- → "Break a Leg" Message on Facebook
- → A "takeover" of MTI's Instagram on your opening night

learn more @ mtishows.com/broadwayjunior ————

If your organization requires MTI's W-9 before it can pay amounts due under your license,
\*\*Please give this form to your **BUSINESS OFFICE** or **PURCHASING DEPARTMENT**\*\*

Questions? Email: ap@mtishows.com.

# Form W=9 (Rev. October 2018) Department of the Tressur

#### Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Department of the Treasury Internal Revenue Service send to the IRS. ▶ Go to www.irs.gov/FormW9 for instructions and the latest information. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MTI Enterprises Inc 2 Business name/disregarded entity name, if different from above d/b/a Music Theatre International 5 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the 4 Exemptions (codes apply only to following seven boxes. certain antities, not individuals: see Instructions on page 3): ☑ C Corporation ☐ S Corporation ☐ Pertnership 8 ☐ Trust/estate Individual/sole proprietor or Print or type. Exempt payes code (if any) ☐ Limited Hability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLO if the LLC is classified as a single-member LLO that is disregarded from the owner unless the owner of the LLO is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. **Exemption from FATCA reporting** code (if any) ☐ Other (see instructions) ► 5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional) 423 West 55th Street, 2nd Floor 6 City, state, and ZIP code New York, NY 10019 7 List account number(s) here (optional) Taxpayer Identification Number (TIN) Social security number 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 Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter. Employer identification number 1 3 2 9 6 6 Certification Part II 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 Skinsture of U.S. person > Date > General Instructions Form 1099-DIV (dividends, including those from stocks or mutual

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.

#### **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information raturn with the IRS must obtain your correct texpayer identification number (TIN) which may be your social security number (SSN), individual texpayer identification number (TIN), adoption texpayer identification number (TIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

\* Form 1099-INT (interest earned or paid)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
   Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

if you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Form W-9 (Rev. 10-2018)

	j v os