

Your MTI Rep: ERIC GRAPATIN
Your MTI Account Number: 0028970
Contract Number: 9842555

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: 08/31/23
Contract Expiration Date: 10/12/23
Valid For Performances From:
Actual Performance Dates: 03/14/24 - 03/17/24
MTI Access Code: NEW2504797

PRODUCTION CONTRACT for DISNEY'S NEWSIES 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.):\$ 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):\$ 150.00

TOTAL AMOUNT ENCLOSED (Payable in U.S. Funds):\$ 890.00

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: 1777 Blanchard

(No P.O. Boxes) _____

City: Wheaton State/Province: IL Zip/Postal Code: 60189

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 NEWSIES 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: 9-28-23

Email: mbenard@wheatonparks.org Day Phone: (630) 510-4945

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
- 1 STREAMING LICENSE US & CANADA ONLY

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			
"NEWSIES" CAP (PACK OF SIX)	_____	x \$ 70.00=	\$ _____
ACTOR'S BOOK TENPACK	_____	x \$ 75.00=	\$ _____
CUSTOMIZABLE SHOW POSTERS AND ARTWORK	_____	x \$ 175.00=	\$ _____
HOW DOES THE SHOW GO ON?	_____	x \$ 21.00=	\$ _____
LOGO PACK DIGITAL	<u>1</u>	x \$ 75.00=	\$ <u>75.00</u>
PRODUCTIONPRO-DIGITAL SCRIPT/SCORE	_____	x \$ 199.00=	\$ _____
SCENIC PROJECTIONS	_____	x \$ 450.00=	\$ _____
SCENIC PROJECTIONS PRO	_____	x \$ 1,795.00=	\$ _____
STAGE WRITE APPLICATION	_____	x \$ 150.00=	\$ _____
VIDEO LICENSE	<u>1</u>	x \$ 75.00=	\$ <u>75.00</u>
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

ADDITIONAL MATERIALS SHIPPING

(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	

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.

*** 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. ***

Adm_JRK01

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 NEWSIES 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 NEWSIES 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:

The (Licensee)

(50% of title)

Production of

(33% of title)



Music by
Alan Menken

Lyrics by
Jack Feldman

Book by
Harvey Fierstein

Based on the Disney Film

Written by
Bob Tzudiker and Noni White

Originally Produced on Broadway by
Disney Theatrical Productions

- 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. 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™ 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™. 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.
 - 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.
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.

DISNEY RIDER


Your MTI Rep: **ERIC GRAPATIN**
Your MTI Account Number: **0028970**
Contract Number: **9842555**

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 Michael Benard TITLE Executive Director
 AUTHORIZED SIGNATURE  DATE 9-28-23
 EMAIL mbenard@Whartonperks.org DAY PHONE (630) 510 4945

DISRD_JK_01

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT



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 DISNEY'S NEWSIES 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 Michael Benard
 AUTHORIZED SIGNATURE [Signature]
 EMAIL mberard@wheatonparks.org
 VL DISK

TITLE Executive Director
 DATE 9-28-23
 DAY PHONE 630 510 4945