

COVID-19 LICENSING FAQ/GUIDELINES

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 (page 2) *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.

Your MTI Rep: ERIC GRAPATIN
Your MTI Account Number: 0028970
Contract Number: 9748208

Licensee:

WHEATON PARK DISTRICT
C/O: MATTHEW WROBEL
1777 S BLANCHARD ST
WHEATON, IL 60189-8236

TELE#: 630-510-5131 FAX:
E-MAIL: mwrobel@wheatonparks.org

Contract Issue Date: 06/08/22
Contract Expiration Date: 07/20/22
Valid For Performances From:
Actual Performance Dates: 11/11/22 - 11/13/22
MTI Access Code: MAR1803483

PRODUCTION CONTRACT for MARY POPPINS 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):\$ - 0 -

ADDITIONAL MATERIALS TOTAL (from Additional Materials Order Form — please attach):\$ 90.00

TOTAL AMOUNT ENCLOSED (Payable in U.S. Funds):\$ 830.00

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: [REDACTED] Expiration Date: [REDACTED]

Name on card: [REDACTED]

Signature: [REDACTED] Amount: \$830.00

☐ PURCHASE ORDERS: For schools and government agencies only, a signed, authorized purchase order is acceptable payment.

SHIPPING

Shipping Address: 1777 S. Blanchard St.

(No P.O. Boxes) N/A

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 MARY POPPINS 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: [Signature] Date: 6/15/2022

Email: _____ Day Phone: () _____

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

Your MTI Rep: ERIC GRAPATIN
Your MTI Account Number: 0028970
Contract Number: 9748208

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	<u>1</u>	\$ 10.00=	\$ <u>10.00</u>
DIRECTOR'S GUIDE	<u>1</u>	\$ 100.00=	\$ <u>100.00</u>
PIANO VOCAL SCORE	<u>1</u>	\$ 40.00=	\$ <u>40.00</u>
THEATRICAL RESOURCES			
ACTOR'S BOOK TENPACK	<u>1</u>	\$ 75.00=	\$ <u>75.00</u>
CUSTOMIZABLE SHOW POSTERS AND ARTWORK	<u>1</u>	\$ 175.00=	\$ <u>175.00</u>
HOW DOES THE SHOW GO ON?	<u>1</u>	\$ 21.00=	\$ <u>21.00</u>
LOGO PACK DIGITAL	<u>1</u>	\$ 75.00=	\$ <u>75.00</u>
PARROT UMBRELLA (ADULT)	<u>1</u>	\$ 35.00=	\$ <u>35.00</u>
PARROT UMBRELLA (YOUTH)	<u>1</u>	\$ 30.00=	\$ <u>30.00</u>
PRODUCTIONPRO-DIGITAL SCRIPT/SCORE	<u>1</u>	\$ 199.00=	\$ <u>199.00</u>
SCENIC PROJECTIONS PRO 2.0	<u>1</u>	\$ 1,795.00=	\$ <u>1,795.00</u>
SCENIC PROJECTIONS 2.0	<u>1</u>	\$ 399.00=	\$ <u>399.00</u>
STAGE WRITE APPLICATION	<u>1</u>	\$ 150.00=	\$ <u>150.00</u>
VIDEO LICENSE	<u>1</u>	\$ 75.00=	\$ <u>75.00</u>
LOGO TEES SIX-PACK ADULT LARGE	<u>1</u>	\$ 80.00=	\$ <u>80.00</u>
LOGO TEES SIX-PACK ADULT MEDIUM	<u>1</u>	\$ 80.00=	\$ <u>80.00</u>
LOGO TEES SIX-PACK ADULT SMALL	<u>1</u>	\$ 80.00=	\$ <u>80.00</u>
LOGO TEES SIX-PACK ADULT X-LARGE	<u>1</u>	\$ 80.00=	\$ <u>80.00</u>
LOGO TEES SIX-PACK ADULT XX-LARGE	<u>1</u>	\$ 80.00=	\$ <u>80.00</u>
LOGO TEES SIX-PACK CHILD LARGE	<u>1</u>	\$ 80.00=	\$ <u>80.00</u>
LOGO TEES SIX-PACK CHILD MEDIUM	<u>1</u>	\$ 80.00=	\$ <u>80.00</u>
LOGO TEES SIX-PACK CHILD SMALL	<u>1</u>	\$ 80.00=	\$ <u>80.00</u>

Add total for all items here.

ADDITIONAL MATERIALS TOTAL:

ADDITIONAL MATERIALS SHIPPING:

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

Add. Materials Total	Ground	Rush	Add. Materials Total	Ground	Rush
\$0 - \$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	(call for shipping rates)	

\$ 75.00
\$ 15.00

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)

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

\$ 90.00
\$ 90.00

**** 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. ****

AUTHOR BILLING - MARY POPPINS JUNIOR (Page 1 of 2)

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

(50% of title)



(100%)

**A Musical based on the stories of P.L. Travers
and the Walt Disney film**

(50% of title)

**Original Music and Lyrics by
Richard M. Sherman and Robert B. Sherman**

(50% of title)

**Book by
Julian Fellowes**

(50% of title)

**New Songs and Additional Music and Lyrics by
George Stiles and Anthony Drewe**

(50% of title)

**Co-Created by
Cameron Mackintosh**

(50% of title)

**Adapted by iTheatrics under the supervision of
Timothy Allen McDonald**

(25% of title)

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

AUTHOR BILLING - MARY POPPINS JUNIOR

Page 2 of 2

The producer billing must be in the form specified on the previous page, including the words "Production of" below your billing, which shall be visually contiguous with the title, all so that the audience is informed that you are the producer. Your billing shall be no less than 50% of the size of the logo or artwork title, as measured by the proportion of the average size of your name to the largest letter in the logo or artwork title. The name "Disney" shall be in plain type font (unless a License Logo is purchased – see below), shall be no more than 33% of the title, as measured by the proportion of the size of the "D" in "Disney's" to the size of the largest letters in the title, and in no event may you duplicate the Broadway logo or title, nor the logo and title from the Walt Disney film "Mary Poppins" (the "Film"). If Disney shall provide a License Logo to Licensee, then Licensee shall use such logo exactly as provided, including fonts. If you elect not to purchase the License Logo, then you shall submit your logo or artwork title for approval prior to any public use thereof. The size of the credits underneath the title to P.L. Travers, Walt Disney, the Authors, and Cameron Mackintosh shall be no less than 50% of the regular font type title, and if there is no regular title, then no less than 20% of the logo or artwork title, as measured by the proportion of the largest letter in the Authors' names to the total size of the logo. The size of the credit to iTheatrics and Timothy Allen McDonald shall be no more or less than 50% of the Authors' credit.

The following credits shall be included in the program only on one of the 2 pages following the title page, in a box, and shall be no less than 40% of the regular title, and if there is no regular title, then no less than 16% of the logo or artwork title, and in all events, 80% of the size of the credit to the Authors, P.L. Travers, Walt Disney, and Cameron Mackintosh:

Original London and Broadway Production Credits:

Produced by
Cameron Mackintosh and Thomas Schumacher

Scenic and Costume Design
Bob Crowley

Co-Direction and Choreography
Matthew Bourne

Directed by
Richard Eyre

SHORTFORM BILLING FOR LEAFLETS AND CLASSIFIED ADVERTISEMENTS
(Point sizes must be in same proportion as set forth for full billing above):

The (Licensee's)
Production of

Disney and Cameron Mackintosh's
MARY POPPINS JR.

A Musical based on the stories of P.L. Travers
and the Walt Disney Film

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

MTI BILLING CREDIT

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

MARY POPPINS 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

DRAMATIC PERFORMING RIGHTS LICENSE

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

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

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

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

2. You agree that

- Ticket prices for any performance of the show shall not exceed \$10.00 per ticket and
- No performance shall take place for any audience exceeding 750 people unless such performances are free of any admission charge, donations or contributions. Any deviation from the foregoing restrictions requires the prior written permission of Music Theatre International.

3. This License grants you the right to perform the "Play" as many times as you would like within the licensed dates listed on the front of this license. In any event it is a violation of this license and copyright laws to use ShowKit™ Materials in part or in whole past license date.

4. All advertising, such as posters and program covers, must include the show logo as provided in the ShowKit™ Director's Guide. You will not make or sell merchandise bearing this logo, with the exception of t-shirts if purchased from MTI. You will inform the parents and students that they are also bound by this prohibition.

5. The student books are to be distributed to the performers and are theirs to keep. All performers in the show must be in 9th grade or younger, unless otherwise authorized in writing in advance by MTI.

6. The performance rights granted by this license apply only to the organization named on this license through special arrangement with Music Theatre International, exclusive licensing agent for live stage performances of this play.

7. You understand that this play is fully protected by Federal and International Copyright laws, and therefore:

- You will properly credit the Authors of the play, credit Music Theatre International and reproduce the play logo and trademark on all posters and in all programs exactly as provided.
- You will perform this show from MTI's Broadway Junior Collection® exactly as it has been provided to you in the ShowKit™ materials and you will not add or delete any music or lyrics, alter any music or lyrics or make changes of any kind in the text of the play, including changes to the characters and characterizations.
- You will not reproduce, post or electronically transmit on the Internet, rent or sell any of the materials contained in the ShowKit™. However, to aid in the rehearsal of your junior production, you do have permission to make limited individual practice tapes from the performance CD to provide some students as needed which may contain up to a maximum of three (3) songs each per student. Such tapes may not be otherwise disseminated in any way.
- Recording: This license does not grant you the right** to make, use and/or distribute a mechanical recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, audiocassette, videotape, film, CD, DVD and other digital sequencing. You agree to inform all parents, students and attendees of the above prohibitions against recording the show by means of both a program note and a pre-show announcement.

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

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

MARY POPPINS JUNIOR CONTRACT RIDER

ORIGINAL DESIGNS, DIRECTION AND CHOREOGRAPHY. With the exception of the Broadway choreography for the song "Supercalifragilisticexpialidocious," for which the right to perform is included with this license, you are prohibited from copying or otherwise using any of the designs, direction, choreography, artwork or other intellectual property from the Broadway or London productions of the Play or the Film, although there may be a general resemblance to such elements, such as: (i) the period costumes, including those worn by Mary Poppins and the Banks family, and the special period props, such as Mary Poppins' carpetbag and the chimney sweeps' brooms; (ii) the Technicolor transition in the Jolly Holiday scene (but not a reproduction of any animated characters and backgrounds from the Film nor a reproduction of the stage production designs; (iii) the story-book sketch style of the backdrops; and (iv) the Mary Poppins character flying effects. Without limiting the foregoing, with the exception of the Broadway choreography for the song "Supercalifragilisticexpialidocious," you may not copy any of the choreography of the London or Broadway productions of the Play, in whole or in part, unless you enter into a separate license agreement.

CO-PRODUCTION. You may share production costs and/or physical production elements (but not casts) of your production of the Play with other licensees, including renting your physical production to other licensees, subject to MTI's approval, but your production shall only refer to your organization as the producer of the Play.

REPRESENTATIONS AND WARRANTIES. You hereby represent and warrant as follows: that (i) You shall comply with all applicable laws, including, without limitation all applicable local laws, and shall present the Play in accordance with the terms of this agreement; and (ii) no rights of any third party are or will be violated by your entering into or performing this Agreement, and you have not made nor shall you hereafter make any agreement with any third party which could interfere with the full performance of your obligations hereunder.

INDEMNIFICATION. You hereby agree to indemnify and hold MTI, Disney, Cameron Mackintosh Limited ("CML") (and their affiliates and each of MTI, Disney and CML and such affiliate's respective successors, assigns, affiliates, officers, employees, agents, licensees and lessees) harmless against any and all damages, loss, liability, cost or penalty, including without limitation reasonable attorneys' fees and disbursements resulting from any breach or alleged breach of any representation, warranty or agreement made by you hereunder, or relating in any way to your presentation of the Play, except to the extent caused by the negligence or breach of agreement by MTI.

DISNEY PUBLIC IMAGE AND REPUTATION. You acknowledge that Disney is extremely sensitive about maintaining the wholesome Disney public image and preserving and enhancing the Disney reputation for consistently offering family entertainment of the highest caliber. You agree that neither you, nor your employees and representatives, shall take any action which could poorly reflect upon such Disney public image or reputation and you shall at all times manage the production and presentation of the Play in a manner consistent with such Disney public image and reputation. All staff will be made aware of Disney's standards and will conduct themselves in a manner in accordance with these standards and with the expectations of a family audience. In addition to the foregoing, you agree not to list any of your sponsors in connection with any advertising or promotion of the Play if such sponsors do business in any of the following categories: alcohol, tobacco and firearms. Any violation of the foregoing provisions shall entitle us to immediately terminate this Agreement and to injunctive relief to prohibit any further use of the Play.

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 nor the name "Cameron Mackintosh" (either alone or in conjunction with or as part of any other word or name) or any fanciful characters, designs, logos or trademarks of CML or any of its related, affiliated or subsidiary companies:

1. in any of your advertising, publicity or promotions other than as part of the title of the Play and credits below the title, all as provided in paragraph 1 of this Rider and to factually describe Disney's role in your production, namely, that Disney and CML are licensors only of its stage play and not Disney/CML owned production elements, and is not a producer of your show, and that Disney and CML produced the Play on Broadway and elsewhere;
2. to express or imply any endorsement by Disney or CML of your production of the Play or any other of your activities; or
3. in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).

ACCEPTANCE

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

PRINT YOUR NAME Michael Benard TITLE Executive Director
 AUTHORIZED SIGNATURE [Signature] DATE 6/15/22
 DAYTIME TELEPHONE 630 945 7726 EMAIL Mbenard@cheaterparks.org

YOU MUST COMPLETE AND RETURN THIS PAGE

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 MARY POPPINS 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 "Video recording") may be created by Licensee as a non-commercial venture for archival purposes, which will not be sold, leased or rented except as provided as herein. Alternatively, Licensee may hire a video recording of the Play provided that such video recording may only be used for personal, at-home (i.e., non-commercial use). Such outside party may make additional copies of the recording that may be sold to participants in the Play, at-home (i.e., non-commercial use). The Walt Disney Company in any way, except to indicate the cast, crew, creative team may authorize participants in the Play (i.e., cast, crew, creative team) to make a video recording of the Play solely for their own personal, at-home (i.e., non-commercial use).

3. As a condition to the license, Licensee agrees to include a statement of the restrictions and limitations of the below limited license in all promotional materials.

**ANY VIDEO
AT-HOME, NC**

4. In no event may the video recording be reproduced and/or disseminated in any form, including 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.

No video
MW

with efforts to inform all audience members of the restrictions as set forth herein. At a minimum, Licensee shall include the following information in all promotional materials and shall further inform audience members of each performance of the Play:

**AUTHORIZED FOR PERSONAL,
DISTRIBUTION OF SUCH RECORDING
COPYRIGHT LAW.**

either in whole or in part, be otherwise reproduced, sold, leased or rented, or transmitted by any means, including electronic transmission and/or

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 _____

VL_DISK

LIMITED STREAMING LICENSE

Your MTI Rep: ERIC GRAPATIN
Your MTI Account Number: 0028970
Contract #: 9748208 Printed on: 06/08/22

DISNEY LIMITED STREAMING LICENSE

Defined Terms Used in this License:

MTI Access Code: MAR1803483

Licensee: WHEATON PARK DISTRICT

Streaming License Fee: \$ 0

Play: MARY POPPINS JR

Minimum Per Performance Royalty of \$ 0 against 0% of gross receipts, whichever is greater

A Note About Streaming:

MTI has worked closely with authors and other rightsholders to make streaming available to groups who are eager to present their shows during these challenging times, despite the unprecedented obstacles producers face in bringing audiences into their theatres.

While the streaming option can deliver a stage performance to remote viewers, we feel strongly that streaming is not a comparable substitute for a live, "in-person" theatrical experience. Theatre is unique in the person-to-person connection it offers to audiences and performers alike and we look forward to the day when streamed performances are no longer necessary to support our customers engaging in this great art form.

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 available for viewing remotely on a secure 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

1. **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 (i) capture its live stage production of the Play, and make such capture available to remote audience members who have purchased tickets to view the stream ("Stream Viewers") on a private, secure (password-protected) streaming platform ("Secure Streaming Platform") or (ii) to perform the Play remotely (as described in Paragraph 2(b) below). 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 or recorded pursuant to this Streaming License (each, a "Video Performance"), and (ii) all Video Performances may be distributed only via the Secure 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 if not protected by a password). Prior to making the Video Performance available to Stream Viewers, Licensee shall notify MTI in writing of the complete details of its distribution plan, including dates, platform on which the Video Performance will be available, etc.
2. **Streaming and Performance Options for the Play:** This Streaming License permits the Licensee to do the following:
 - (a) **Livestream:** Licensee may livestream (as defined below) one or more performances of its live stage production solely to Stream Viewers via the Secure Streaming Platform. Livestreams may be shown only live, although the Secure Streaming Platform may permit Stream Viewers a limited period of time to pause or restart from the beginning. "Livestream" means that the Video Performance is broadcast live over the Secure Streaming Platform.
 - (b) **Remote Performance:** Licensee may use video conferencing technology (e.g., Zoom) or other video recording methods to create a "Remote Performance" of the Play and may stream such Remote Performance on a Secure Streaming Platform, subject to the following. A "Remote Performance" is a production of the Play in which cast members perform individually from remote locations (e.g., at home) rather than live onstage. The Remote Performance may be presented live on a video-conferencing platform (with or without prerecorded segments) or the individual performances may be recorded separately and edited together to create a single Video Performance for streaming. Licensee may utilize any video recording method, including video conferencing technology (e.g., Zoom),

DISNEY LIMITED STREAMING LICENSE *continued*

for auditions and rehearsals and to capture its Remote Performance. Regardless of the method of creating a Remote Performance, no changes or additions in the book, lyrics or music of the Play may be made in the editing process. Licensee acknowledges that although Zoom and other video conferencing technology may be used in the performance, capture and editing of the Remote Performance, the final edited Remote Performance may only be distributed on the Secure Streaming Platform. It is permissible to stream a Zoom performance through the Secure Streaming Platform but the Zoom performance cannot be distributed directly to an audience through Zoom). Remote Performances under this paragraph may be viewed solely by Stream Viewers who have purchased tickets to view on the Secure Streaming Platform on the performance dates set forth in Licensee's Production Contract.

3. **Secure Streaming Platform:** The platform on which Licensee streams the Video Performance must be password-protected and must not permit downloading, copying or other duplication or redistribution of the Video Performance. If the platform itself has the capability to allow downloading or duplication, Licensee must ensure that the settings for this Video Performance are such that downloading is not permitted. Licensee must provide a password to MTI to enable MTI and the authors and rightsholders of the Play to view the Video Performance.
4. **Term:** 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 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. Unless MTI agrees in writing to a longer term, Licensee may make the Video Performance available only throughout the term of the Performance License (the "Term"). Following the expiration of the Term, Licensee must take down and disable access to the Video Performance (and notify MTI in writing that it has done so) within 48 hours of the last scheduled performance.

B. GENERAL TERMS AND CONDITIONS

5. **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, Licensee will pay the fees listed at the top of this License, if any. If no fees or royalties are listed above, then this License is included in your Production Contract at no additional charge. If a Streaming Royalty is listed above, it will be 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. Licensee must account for all sales of tickets, whether to live performances or the Video Performance, in accordance with the terms of the Performance License.
6. **Advertising Restrictions:** Licensee is not permitted to advertise and sell tickets for the Video Production 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 a Secure 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 as 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

DISNEY LIMITED STREAMING LICENSE *continued*

breach of this Agreement, Licensee shall, at a minimum, reimburse MTI and/or the rightsholder(s) for its out-of-pocket legal fees 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.
- 12. Compliance with Laws.** Licensee represents and agrees that it shall be aware of and comply with any and all applicable federal, state and local laws applicable to its production, including laws, regulations and ordinances pertaining to social gathering restrictions as well as any other rules or guidance regarding the COVID-19 outbreak which may impact any aspect of Licensee's production of the Play, including but not limited to Licensee's rehearsals, performances and audience attendance. By permitting Licensee to stream its production, MTI makes no representation or assessment of the legality or prudence of the Licensee's decision to proceed with its production, nor shall MTI or the rightsholders be held liable for any claims arising out of Licensee's decision to proceed with its production. Licensee shall indemnify and hold MTI and the rightsholders harmless from any claims, costs, and damages arising out of Licensee's production.
- 13. Limited Audiovisual Rights.** Other than to the limited extent provided for in the foregoing, no film rights, television rights or merchandising rights are made available to Licensee as part of this Streaming License. Licensee acknowledges that the rights granted are limited to capturing a live-stage performance and Licensee is not permitted to adapt the Play for video conferencing (e.g., Zoom) unless Paragraph 2 of this Streaming License includes remote performance rights.
- 14. 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:

© Walt Disney Productions.
- 15. 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.
- 16. Miscellaneous.** All other provisions, terms and conditions of the Production Contract shall continue in full force and effect. This Streaming License shall be governed by the laws of the State of New York.

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 Michael Benard TITLE Executive Director
AUTHORIZED SIGNATURE [Signature] DATE 6/15/22
EMAIL mbenard@whittemore.org DAY PHONE 630 945 7726
Performances from Date _____ to Date _____

MF-LZ

CONTRACT RIDER

Your MTI Rep: ERIC GRAPATIN
Your MTI Account Number: 0028970
Contract #: 9748208 Printed on: 06/08/22

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 may not:

- 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.

MTI CONTRACT CHECKLIST

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

If ordering any of the following, be sure to...

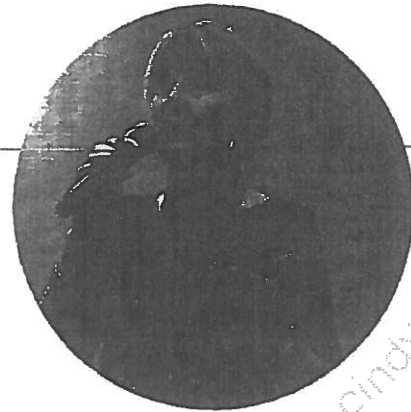
- Fill out the *Additional Materials Order Form*
- Transfer the total from *Additional Materials* to the *Production Contract*
- Fill in the "Total Amount Enclosed" on the *Production Contract*
- Fill out Payment information completely on the *Production Contract*
- Fill out and sign:
 - The *Limited Home Use Video Recording Permission* form
 - The *Limited Streaming License*

Make sure to complete, sign, and return ALL of the following to MTI:

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



MUSIC THEATRE INTERNATIONAL
**BROADWAY
JUNIOR™**



Get Expert Advice and Solutions from ShowSupport!

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

**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.

1 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
Music Theatre International

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability 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 LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC 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.

☐ 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 FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
423 West 55th Street, 2nd Floor

6 City, state, and ZIP code
New York, NY 10019

7 List account number(s) here (optional)

8 Requester's name and address (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.

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.

Social security number

1 3 - 2 9 7 6 4 6 8

or

Employer identification number

1 3 - 2 9 7 6 4 6 8

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 ► *Luke J. Shilenski*

Date ► *1/3/2022*

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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), 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-DIV (dividends, including those from stocks or mutual funds)
 - 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.