TRW LICENSE AGREEMENT

ACCOUNT: 337334
LICENSE #: SO-0079613 OLIVLAD

Issue Date 12/7/2023 *Expiration Date 3/6/2024*

Theatrical Rights Worldwide

This License Agreement is for a non-exclusive amateur production of
The Addams Family - Young@Part *6/8/2024 - 6/9/2024*
(hereinafter the "Play")

Licensee information:

Attn	Chad Shingler
Organization	Wheaton Park District
Address	102 E Wesley Street
City, State, Postal	Wheaton, IL 60187

A. PRODUCTION TERMS RIDER

RMA 163636

Provided we have received a signed copy of this Production Terms Rider consisting of the Production Terms Order Form (Part B) and Confirmation Form (Part C) and the full applicable *Licensing Fee*, the performance materials described as the *Rehearsal Set* and *Orchestration Set* will be supplied.

LICENSING FEE

1. *includes performances*
2. *includes rehearsal & scripts*
3. *includes piano & scores*

$1,155.00

Based on 2 performance(s) at the Community Center
Based on weighted average ticket price of $10.00
Seating capacity limited to average 200 for each of 2 performance(s)
All performers in this Play must be 18 years of age or younger

Rehearsal Set

1 - Director Guide/Script
30 - Cast Script / Vocal Book
2 - Piano-Vocal Score
- Guide Vocals Tracks Rehearsal CD (digital)
- Accompaniment Tracks Performance CD (digital)
- Complimentary Digital Production Pack (logo/graphics)
(quantities indicate number of printed books)

Orchestration Set

Piano-Vocal Score (included in Rehearsal Set)
Performance Tracks CD (included in Rehearsal Set)
Guide Vocals CD (included in Rehearsal Set)

ADDITIONAL RESOURCES

♦ ADDITIONAL PRINTED MATERIALS:		(may require an additional shipping charge)
Cast Script / Vocal Book	$10.00	each
Director Script	$50.00	each
Piano Vocal Score	$40.00	each
♦ POSTERS BY SUBPLOT STUDIO		(digital delivery)
Non-Schools	$175.00	Fast, easy & affordable: choose your design, add your show info, download a hi-res print-ready PDF
Schools (accredited K-12)	$125.00	Educational pricing
♦ DIGITAL SCENERY:		(digital delivery)
BMD Scenic Projections	$450.00	full digital scenery of every scene & setting delivered through Mac, PC, or iPad software
♦ CHOREOGRAPHY GUIDE:		(streaming delivery)
BMD streaming video	$395.00	all-inclusive video tool to learn and share the original Broadway choreography
♦ HOME VIDEO LICENSE:	$75.00	
Archival recording		
♦ TRANSPOSITION EXPRESS:		(digital delivery)
Piano score only	$35.00	per song

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B. PRODUCTION TERMS ORDER FORM

I. Licensing Fee (required)

☑ Printed Performance Materials
Non-returnable – yours to keep!

- *includes 2 performances*
- *includes rehearsal scripts*
- *includes piano scores & CD*

$1,155.00 *(req'd)*

For ____ additional PUBLIC performances @ **$240.00 per performance** ..... $ ____

For ____ final dress rehearsal, school assembly, etc. performances with no admission charge or donations @ **$125.00** ..... $ ____

II. Additional Printed Materials *(may require additional shipping charge)*

For ____ cast script/vocal book @ $10.00 ..... $ ____ *

For ____ director script @ $50.00 ..... $ ____ *

For ____ piano vocal score @ $40.00 ..... $ ____ *

III. Resources

Production Pack (logo/graphics delivered digitally) ..... $ FREE

Customizable Poster + Layered Artwork (Subplot Studio) Buy now & customize later, delivered digitally
☐ Non-schools $175.00 - OR - ☐ Schools (educators discount) $125.00 ..... $ ____ *

BMD projections (Broadway Media Distribution) Animated & Still Image Scenic Projections $450.00 ..... $ ____ *
Rehearsal content – immediate digital delivery Conversion from Rehearsal to Performance content occurs 4 weeks prior to **closing** date

BMD choreography guide (Broadway Media Distribution) step-by-step choreography videos $395.00 ..... $ ____ *
Immediate access streaming video

Home Video License $75.00 ..... $ 75.00
Complete and return one copy of the attached Home Video License Rider – see page #7

NY state tax @ % (this is the taxable portion of your Licensing Fee) ..... $ N/A
(*Tax required for New York state residents only - if exempt, please submit a copy of your Tax-Exempt Form with this Order Form)

*NY state tax @ % (you must apply to all optional materials & resources *asterisked* above) ..... $ N/A
(*Tax required for New York state residents only - if exempt, please submit a copy of your Tax-Exempt Form with this Order Form)

S&H $ **60.00**

TOTAL $ 1,290.00*

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C. CONFIRMATION FORM

I. Payment (US dollars only)

TOTAL $ 1,290.00*
(total carried over from PART B Order Form, previous page)

☐ Organization Check or Money Order (made payable to "Theatrical Rights Worldwide")
☐ Purchase Order (US & Canadian school & government agencies may submit – with this executed Agreement – a signed, authorized institutional PO)
☐ Credit Card

Number: _____
If you prefer to call with the card number: send this executed Agreement with (1) the last 4 digits written above, (2) the expiration date, (3) totals to be charged, and (4) Cardholder Signature in the 'I authorize the charge above' area.

Security Code: _____ Expiration Date: _____

Name of cardholder (*print*): _____

Billing address *(include postal/zip)*: _____

a.) The opening date of my production is **less than** 12 months from today:
Charge the full amount *(fill in TOTAL * from above)*: $ _____ or

b.) The opening date of my production is **more than** 12 months from today's date:
Charge a down payment of: $_____ *(minimum $500.00**)*
AND automatically charge the balance due: $_____ 10 weeks prior to my opening date
*(calculate the balance due as TOTAL * minus down payment)*

CARDHOLDER SIGNATURE
✎ I authorize the charge(s) above. Agreed and accepted: _____
(cardholder signature)

Please remember: **no materials will be provided until payment in full/PO is received.

II. Shipping Confirmation (printed performance material orders only)

(default shipment will be to the Licensee named in Part A unless an alternate address is entered below)

Shipping Name Chad Shingler
Address (no P.O. Boxes) 1777 S Blanchard Rd
City Wheaton State IL Postal 60189
Daytime Phone Number (UPS contact) 630-510-5119
Email address (UPS contact) CShingler@wheatonparks.org

III. Acknowledgement

Your name (print) Michael Benard
✎ Authorized Signature _____
Position/Title Executive Director Date 12/18/23
Your signature acknowledges that you are of legal age and have read, understood, and agree to all the terms as set forth in both the Licensing Terms and Conditions and Production Terms Rider of this License Agreement.

CHECKLIST FOR RETURN TO TRW

☐ 1 Do not announce, advertise, sell tickets, subscriptions, etc prior to TRW's confirmation
☐ 2 If your performance dates have changed please contact your TRW rep for clearance of new dates
☐ 3 If ordering PRINTED PEFORMANCE MATERIAL, you must include the Shipping Fee in your total
☐ 4 Choose payment method on this page in Section I, above, and sign section III, above
☐ 5 Return Part B & Part C (pages 2 & 3). Keep a copy for your records.
☐ 6 Return with payment via email, fax, mail, or snap clear pics with your smart phone!
☐ 7 After processing, TRW will email confirmation with a digital Production Pack (logos)

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D. LICENSING TERMS AND CONDITIONS

Rights Granted/Rights Reserved/Copyright Requirements
All performers in this Play must be 18 years of age or younger.

You are hereby granted the non-exclusive right to present the live public performance of the play as named in and contained in the performance materials provided ("Play") and only for the number and dates of performances and at the venue as set forth in the Production Terms Rider herein.

You may not add new music, lyrics, dialogue or anything to the Play as provided for in the performance material. You may not delete in whole or in part any material as provided and you may not make changes of any kind, including but not limited to changes of music, lyrics or dialogue or change in the period, characters (including their gender), or characterizations in the presently existing Play.

You agree that the cast members in the show accurately reflect the characters as written. Where race and ethnicity are indicated, they should be honored. Where race or ethnicity are not indicated, a character can be of any race or ethnicity.

You agree that any proposed change, addition, omission, interpolation, or alteration in the music, lyrics, or book of the Play shall first be submitted in writing to Theatrical Rights Worldwide (TRW). If permission is granted by the Authors, TRW will advise you in writing.

This License Agreement does not include the right to the original choreography, costume designs, staging, direction, or scenery designs of the Play and any use of said elements is strictly prohibited. TRW and/or the Authors shall not be obliged at any time to make any payment or offer rights participation to any person(s) whom you may hire to direct, choreograph, stage, design, or otherwise participate creatively with your production.

This license does not grant you, or any third party, the right to make, use and/or distribute any recording or reproduction of the Play or any portion of it by any means whatsoever, including, but not limited to videotape or video disc (DVD or digital), film, sound recording (CD), or other digital sequencing or storage/sequencing system. You shall not broadcast, transmit and/or electronically post any portion of the Play including, without limitation, musical selections by any means whatsoever, including but not limited to television, radio, satellite, pay or cable television, or the internet including but not limited to YouTube or iTunes.

You have the right for advertising and promotional purposes, to publicize your production via print, your organization's website, the Internet, radio and television (radio, television or Internet commercials shall be limited to excerpt usage of no more than 30 seconds). **All advertisements via print (including programs), your organization's website, the Internet, radio and television (radio, television or Internet commercials) must include Young@Part®.**

You must give the author/creators billing credits as specified in Billing Credits (Part E) on the first page of credits in all programs, your organization's website and on posters, displays and in all other advertising announcements of any kind. Additionally, when providing cast/creative team bios in your program, you must include bios for the authors as found on our website at www.theatricalrights.com. You must include the following warning in your program: "The video or audio recording of this performance by any means is strictly prohibited."

You must give appropriate credit to Theatrical Rights Worldwide on all posters, fliers, advertisements, on your organization's website and on the title page of your programs in the following manner:

"(Name of Play)" is presented through special arrangement with and all authorized performance materials are supplied by Theatrical Rights Worldwide 1180 Avenue of the Americas, Suite 640, New York, NY 10036. www.theatricalrights.com

You are hereby granted the right to use the logo art as provided by TRW on all posters, fliers, advertisements, on your organization's website and on the title page of your programs.

You may not create merchandise based on the Play, whether for sale or distribution, without written permission and license from TRW.

Any original designs for artwork, logos or merchandise shall first be submitted in writing to TRW. If permission is granted to use original design, TRW will advise you in writing.

Any violation of these provisions is expressly prohibited by law and shall result in the automatic termination of this License Agreement. TRW reserves the right, in its sole discretion, to revoke this License Agreement by sending written notice to you at any time prior to TRW's receipt of the Production Terms Order Form (Part B) and a signed Confirmation Form (Part C) and payment in full.

Performance Terms and Conditions

TRW must receive a completed and signed copy of the Production Terms Order Form Part B and Confirmation Part C, accompanied by payment in full (for U.S. & Canadian schools and government agencies a signed, authorized institutional purchase order is acceptable for the licensing fees) by the expiration date indicated on the first page of the Production Terms Rider or prior to your first performance; whichever occurs sooner, or this License Agreement shall automatically terminate. You may not advertise, announce, sell tickets or present any performances until receipt and acknowledgement by us of the Production Terms Order Form, Confirmation Form, and payment.

If any of the conditions set forth in the Production Terms Rider or at any time during your performance run have changed in any way (including the cancellation or addition of performance(s), ticket price adjustments or change of performance dates or venue), you must notify TRW in writing immediately, and TRW must approve all such changes before they may take effect. You are advised that any changes made to the conditions set forth in the Production Terms Rider (Part A) may modify the Licensing Fee. Furthermore, if you cancel the entire performance, a cancellation fee of 10% of the total fees due for royalty, but in no event less than one-hundred-twenty-five dollars ($125) per performance, will apply and forfeiture of the performance materials fees will occur in the event that performance materials have been supplied in any fashion. TRW must be notified in writing of any cancellations within seven (7) days of said cancellation. Furthermore, you understand that, even if you do not present the Play, you could be obligated to pay the fees set forth in this License Agreement.

Should you desire to present performances in addition to those provided for in the Production Terms Order Form (Part B), you agree to make additional royalty and other payments for any and all performances in addition to those already licensed. You agree not to announce, sell tickets or present the Play for such

additional performances without the prior written permission of TRW ***and*** the payment of the additional fees due.

D. LICENSING TERMS AND CONDITIONS *(continued)*

You shall not perform excerpts, scenes or musical numbers from the Play for promotional purposes, or in competitions, festivals or for any other reason without TRW's prior written consent.

You agree to reserve two (2) complimentary tickets (if requested) for the use of TRW and the Authors(s) for each performance and TRW agrees not to sell said tickets.

You shall forward to us at least one (1) copy of the program for your production not later than five (5) days following the opening performance, via mail or e-mail attachment.

Under no conditions can this License Agreement and/or the Performance Materials be assigned, sublicensed or transferred to any other person, corporation or entity. This License Agreement constitutes the entire understanding between the parties hereto and shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the State of New York in the City of New York or the United States District Court in the Southern District of New York and in no other forum.

You shall submit to us, within seven (7) days following demand by us, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance.

You agree to keep and maintain financial records in which you shall record all items in connection with the production and presentation of the Play. Such records shall be open during business hours for inspection by TRW or its representatives at your office, and TRW shall have the right to make copies of and take extracts from such records. TRW's right of the inspection under this License shall continue for twelve (12) months following the date of the last performance licensed under the terms of this agreement.

The rights granted herein are conditioned upon your fulfillment of all obligations set forth in this License Agreement, including the timely payment of all Fees in U.S. funds when due.

If you default in the execution of any of the terms of this License Agreement, then in addition to any and all other remedies which TRW might have at law, you agree that TRW shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse TRW for any expenses incurred by us in enforcing our rights herein, including, but not limited to attorneys' fees, telephone, fax, courier and postage charges, and collection expenses. You warrant and represent that the information you have provided TRW both orally and in writing is accurate and correct and you agree that in the event such information proves to be false or incorrect, or if you fail to fulfill or comply with any of the obligations, terms or conditions set forth herein, then this License Agreement shall automatically terminate, but you shall nevertheless remain liable for any payments which may be due TRW hereunder and all of our rights and remedies against you shall be preserved.

TRW makes no representations or warranties in connection with the Play or otherwise, other than that it has the right to enter into and perform this License Agreement.

All rights in and to the Play other than those specifically licensed to you under the terms of this License Agreement are reserved to TRW, with the unrestricted right on the part of TRW to use, exploit, or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License Agreement.

You hereby indemnify TRW and the Author(s) and/or Copyright Owner(s) of the Play from and against any claim arising out of the breach or alleged breach by you of any of your representations, warranties or agreements and terms herein.

You shall keep all terms and conditions of this License Agreement including all Fees contained herein strictly confidential.

Performance Materials
You understand that the performance materials cannot be used for any purpose other than as stated in this License Agreement and that you and/or anyone connected with your organization may not copy, reproduce, sell, electronically store, share, or post to the Internet or otherwise distribute such performance materials unless as permitted herein.

The performance materials are the ONLY acting edition authorized by the Author(s) and must be licensed from us as a condition of this License Agreement. We make no representation as to the adequacy or suitability of the performance materials. The Performance Materials can ONLY be used for the performance of the Play on the dates specified herein and cannot be used for any subsequent production, presentation or performance. **The use of the materials provided by TRW terminates at the conclusion of the license. Students should keep their performance materials, and under no circumstance are the materials, in whole or part, to be reused.**

Provided we have received a signed copy of the Production Terms Order Form (Part B) and Confirmation Form (Part C) and the full applicable Fees required, the performance materials will be supplied. Please allow approximately five days for processing following receipt of your signed Production Terms Order Form, Confirmation Form, and payment.

You shall pay shipping charges for printed materials that we supply to you, as well as all customs charges, duties and the like in connection with shipment(s) of printed materials. We ship by U.S. Postal Service, UPS, Federal Express, or other carriers at our sole option.

You are not required to return printed performance materials.

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E. BILLING CREDITS

THE ADDAMS FAMILY Young@Part
A NEW MUSICAL
Book by MARSHALL BRICKMAN and RICK ELICE
Music and Lyrics by ANDREW LIPPA

Based on Characters Created by Charles Addams

Originally produced on Broadway by Stuart Oken, Roy Furman, Michael Leavitt, Five Cent Productions, Stephen Schuler, Decca Theatricals, Scott M. Delman, Stuart Ditsky, Terry Allen Kramer, Stephanie P. McClelland, James L. Nederlander, Eva Price, Jam Theatricals/Mary LuRoffe, Pittsburgh CLO/Gutterman-Swinsky, Vivek Tiwary/Gary Kaplan, The Weinstein Company/Clarence, LLC, Adam Zotovich/Tribe Theatricals; By Special Arrangement with Elephant Eye Theatrical

Young@Part Edition adapted by Marc Tumminelli and originally workshopped at Broadway Workshop in NYC

NOTE: The names of the Composer, Lyricist, and Bookwriter shall be equal in size, type, coloring, boldness, and prominence. No billing shall appear in type larger or more prominent than the billing to the Authors except for the title of the play. The credit to the producer shall appear in a type size of no less than eight (8) point.

TRW BILLING

You are hereby granted the right to use the logo art as provided by TRW on all posters, fliers, advertisements, on your organization's website and on the title page of your programs. You must give the author/creators billing credits on the first page of credits in all programs, your organization's website and on posters, displays and in all other advertising announcements of any kind. Additionally, when providing cast/creative team bios in your program, you must include bios for the authors as found on our website at www.theatricalrights.com.

You must give appropriate credit to Theatrical Rights Worldwide on all posters, fliers, advertisements, on your organization's website and on the title page of your programs in the following manner:

THE ADDAMS FAMILY Young@Part A NEW MUSICAL is presented through special arrangement with and all authorized performance materials are supplied by Theatrical Rights Worldwide 1180 Avenue of the Americas, Suite 640, New York, NY 10036. www.theatricalrights.com

RECORDING PROHIBITION

This license does not grant you**, or any third party, the right to make, use and/or distribute any recording or reproduction of the Play or any portion of it by any means whatsoever, including, but not limited to videotape or video disc (DVD or Digital), film, sound recording (CD), and other digital sequencing or storage/sequencing system. You shall not broadcast, transmit and/or electronically post any portion of the Play including, without limitation, musical selections by any means whatsoever, including but not limited to television, radio, satellite, pay or cable television or the Internet including but not limited to YouTube or iTunes.

You must include the following warning in your program:

"The video or audio recording of this performance by any means is strictly prohibited."

**except with certain titles, where a limited video license is available and you have executed that license

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Home Video License Rider

WHEN SIGNED BY "YOU" AND RETURNED TO THEATRICAL RIGHTS WORLD, LLC ("TRW") ALONG WITH THE PRODUCTION TERMS RIDER AND PAYMENT OF SEVENTY-FIVE DOLLARS ($75.00) THAT SHALL BE INCLUDED IN THE AMOUNT DUE AS DETERMINED IN THE PRODUCTION TERMS ORDER FORM, THE FOLLOWING TERMS SHALL CONSTITUTE AN AGREEMENT BETWEEN TRW AND

GROUP NAME Wheaton Park District

GRANTING LIMITED PERMISSION TO MAKE ONE VIDEO RECORDING OF YOUR YOUNG@PART® PRODUCTION OF THE PLAY.

1. Notwithstanding the prohibition against any video recording whatsoever in the Young@Part® License Agreement granted to YOU for the live stage performance of the Play, TRW hereby permits YOU to make one video recording of your production of the Play subject to the conditions set forth herein.

2. YOU may create one (1) video recording of the Play as a non-commercial venture for archival purposes (the "Home Video Recording"). Said Home Video Recording may not be sold, leased or rented except as provided as herein. YOU may cause to be made or YOU may hire an outside party to professionally make one (1) Home Video Recording of the Play provided that such Home Video Recording may only be used (a) for archival purposes, and/or (b) to make additional copies of the authorized Home Video Recording that may be sold at cost to participants in the Play (cast, crew, creative team) or their families for their own personal, at-home use (i.e., non-commercial use).

3. As a condition of the rights herein granted, and excluding the rights provided for in paragraphs 1 and 2 above, YOU agree to inform all audience members of the restrictions and limitations on Home Video Recording and the subsequent use thereof, as set forth herein. YOU agree to include a statement in the Play's program substantially in the form provided below and YOU further agree to inform audience members of said limitation by way of an announcement prior to the start of each performance of the Play:

ANY AUDIO/VISUAL RECORDING MADE OF THIS PERFORMANCE IS STRICTLY PROHIBITED AND UNAUTHORIZED. THE SALE OR DISTRIBUTION OF SUCH UNAUTHORIZED RECORDING IS A VIOLATION UNDER FEDERAL COPYRIGHT LAW.

4. In no event may any Home 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 including but not limited to iTunes or YouTube.

5. YOU understand that any failure to follow the above requirements, even if inadvertent, will incur liability for statutory copyright infringement under federal law. YOU agree that, without limiting any other recovery, whether at law or at equity, for your breach of this Agreement, YOU, at a minimum, shall reimburse TRW for any out-of-pocket legal fees and shall further pay to TRW damages equal to two times the total license fees paid or payable to TRW by YOU for your production of the Play.

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

ACCEPTED AND AGREED BY:

(print name) Michael Benard

(sign name) _____ (date) 12/18/23