



**FOLSOM LAKE COLLEGE**  
EL DORADO CENTER | RANCHO CORDOVA CENTER

10 College Parkway  
Folsom, CA 95630

**PURCHASE ORDER NO. CBF13032**

**PRE-PAYMENT PER ATTACHED PERF AGREEMENT**

PO Date: 02/14/2013

Date Required:

Ordered By: DAVID HARRIS

Requisition #: 34966

VENDOR: SAMUEL FRENCH  
45 W. 25TH STREET  
NEW YORK NY 10010

SHIP TO: FOLSOM LAKE COLLEGE  
RECEIVING  
10 COLLEGE PARKWAY  
FOLSOM, CA 95630

BILL TO: FOLSOM LAKE COLLEGE  
ATTN: BUSINESS SERVICES  
10 COLLEGE PARKWAY  
FOLSOM, CA 95630

PHONE: 212.206.8990 FAX: 212.206.1429

Line #	Item/Description	QTY	UOM	PO Price	Extended Amount
1	PERFORMANCE AGREEMENT - EFFECTIVE DATE: JANUARY 14, 2013 BETWEEN SAMUEL FRENCH (AGENT) AND FOLSOM LAKE COLLEGE (LICENSEE) REGARDING AN AMATEUR PRODUCTION OF THE PLAY	13.00	EA	\$100.000	\$1,300.00
	TITLED ("the Property"): "TREASURE ISLAND (LUDWIG)" BY (AUTHOR(S)) KEN LUDWIG, ROBERT LOUIS STEVENSON.				
	THE PLAY SHALL BE PRESENTED BY THE LICENSEE AT VENUE: THREE STAGES AT FOLSOM LAKE 10 COLLEGE PARKWAY, FOLSOM CA 95630				
	PERFORMANCE DATES: APRIL 19, 2013 - MAY 5, 2013. FOR A TOTAL OF THIRTEEN (13) PERFORMANCES LICENSEE AGREES TO PAY THE AUTHOR \$100.00 PER				
	FOR A TOTAL OF ONE THOUSAND THREE HUNDRED DOLLARS (\$1300.00). INVOICE#_2835 DATED 1/14/2013				
	Shipping/Handling (taxable)				

INSTRUCTIONS:

Sub Total

State Tax %

State Tax

ENCLOSED: COPY OF PERFORMANCE AGREEMENT

Shipping

Total PO Amount

All shipments, invoices, and correspondence must be identified with our Purchase Order Number

Direct all deliveries and delivery documents to the SHIP TO address.

Direct all correspondence and invoices to the BILL TO address.

NO PAYMENT will be made without an invoice.

Payment Terms: NET 30

AUTHORIZED SIGNATURE AND DATE

*Kathleen Kunkler* 2/20/13

**FOLSOM LAKE COLLEGE**  
EL DORADO CENTER • RANCHO CORDOVA CENTER

CHECK ONE  
 ASG(71,72)  
 College Act. Trust(81.89)  
 Foundation(83)  
 IR(13, 14)  
 Three Star SERVICES

**CAMPUS-BASED REQUISITION**

2013 FEB 11 P 12:34

DATE 2-8-13  
 VENDOR Samuel French  
 ADDRESS 45 N. 25th Street  
 CITY New York  
 STATE NY ZIP 10010

REQ. # CBF 34966  
 PO REQUIRED(circle one) YES  NO   
 P.O. # CBF 13032  
 DATE REQUIRED \_\_\_\_\_

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Performance License Fee for	13	1	\$100.00	\$1,300.00
2	Treasure Island				
3					
4					
5					
6					
7					
8					
9					
10					

**Check Distribution**

Call Student, Hold for pick up # \_\_\_\_\_  
 Call \_\_\_\_\_, Hold for pick up # \_\_\_\_\_  
 Forward to \_\_\_\_\_  
 Inter-Campus mail to \_\_\_\_\_  
 USPS mail  
 Other \_\_\_\_\_

Sub-Total	0
Sales Tax	0
Freight	0
<b>TOTAL</b>	<b>\$1,300.00</b>

Theatre Arts    SCOPE    5601    14    FL VIAR07    10070    00000    077A    \$ 1300.00  
 Account Name                      Bus Unit                      Account                      Fund                      Department                      Program                      Class                      Project                      Amount

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ \$ \_\_\_\_\_  
 Account Name                      Bus Unit                      Account                      Fund                      Department                      Program                      Class                      Project                      Amount

AUTHORIZED Burt C. Nielsen  
 Club Officer/Requestor

APPROVED [Signature]  
 Faculty Advisor/Administrator

Business Services Use Only

Budget Checked \_\_\_\_\_ Vendor ID \_\_\_\_\_  
 Voucher # 34944 Date 2/9/13  
 Warrant # 94-030253 Date 2/9/13

WHITE-YELLOW-PINK: BUSINESS OFFICE

GOLDENROD: ORIGINATOR

Rev. 9/11

**ENTERED**  
[Signature]



45 W. 25th Street, New York, NY 10010 • PHONE (212) 206-8990 • TOLL-FREE PHONE (866) 598-8449  
FAX (212) 206-1429 • [amateur@samuelfrench.com](mailto:amateur@samuelfrench.com) • [www.samuelfrench.com](http://www.samuelfrench.com)

01/14/2013

PO#:

Customer #: 83351

INVOICE # 2835

**BILL TO:** Ruth Nielsen  
Folsom Lake College  
10 College Parkway  
Folsom, CA 95630  
United States

Production run dates: 4/19/2013– 5/5/2013

ITEM	Type	# Performances	Per Performance	Price
Treasure Island (Ludwig)	Performance License Fee	13	\$100	\$1,300.00

<b>TOTAL</b>	<b>\$1,300.00</b>
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Terms: Fees due two (2) weeks before first performance.

LOS RIOS COMMUNITY COLLEGE  
 1919 Spanos Court  
 Sacramento, CA 95825-3981

SCOFL - SCOE WARRANTS

0094-030253

56-382/412

Date Feb-19-2013

Pay Amount \$1,300.00\*\*\*

Pay \*\*\*\*ONE THOUSAND THREE HUNDRED AND XX / 100 DOLLAR\*\*\*\*

To The Order Of SAMUEL FRENCH, INC  
 45 WEST 25TH STREET  
 NEW YORK, NY 10010-2751

Authorized Signature

\* NON-NEGOTIABLE \*

Check Date: 19.Feb.2013

SCOFL

FLC SCOE

Warrant No.030253

Description	Invoice No.	Invoice Date	Voucher ID	Invoice Amount	Discount	Paid Amount
PO#_CBF13032_Perfor	2835	Jan-14-2013	34966	1,300.00	0.00	1,300.00

File Copy

Vendor Number	Name		Total Discounts		
0000000793	SAMUEL FRENCH, INC		\$0.00		
Warrant Number	Date	Total Amount	Discounts Taken	Total Paid Amount	
030253	Feb-19-2013	\$1,300.00	\$0.00	\$1,300.00	



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**PERFORMANCE AGREEMENT (Amateur)**

In order to protect both our authors' rights and our producers' interests Samuel French has adopted a policy to void performance licenses that have not been paid in full two (2) weeks prior to the first performance date. If full payment of this performance license fee, as set forth in the agreement below, or any other unpaid invoice for performance licenses or materials has not been received two (2) weeks before the first performance date this agreement shall be cancelled. On behalf of our authors, we thank you for your cooperation. If you have any questions please contact our licensing department at (866) 598-8449.

Dated as of **01/14/2013**

This Performance Agreement ("Agreement") is entered into as of the Effective Date by and between Samuel French, Inc., 45 W. 25<sup>th</sup> St., New York, NY 10010 ("Samuel French") and

Theater / Production Co. ("Licensee"): **Folsom Lake College**

[Customer #]	<b>83351</b>	[Contact]	<b>Ruth Nielsen</b>
[Address]	<b>10 College Parkway</b>	[Email]	<b>harrisd@flc.losrios.edu</b>
[City]	<b>Folsom</b>	[Phone]	<b>(916) 608-6760</b>
[State]	<b>CA</b>	[Theater Website]	<b>www.falconseyetheatre.com</b>
[Zip]	<b>95630</b>		
[Country]	<b>United States</b>		

regarding an Amateur production of the play titled ("**the Property**"):

**"Treasure Island (Ludwig)"**

By ("**Author(s)**"):

**Ken Ludwig, Robert Louis Stevenson**

at the following Venue: **Three Stages**

Total Number of Seats Per Performance: **175**

Ticket Prices from: **\$5.00 to \$15.00.**

Performance Dates: **4/19/2013 – 5/5/2013.** For a total of 13 performances.

The total period during which Licensee is authorized to present its production, including the initial Performance Dates given above and any additional performances that may be available under the Option set forth above, is referred to as the "**Production Dates.**"

**Fees:**

Title	Type	# Performances	Per Performance	Price
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Treasure Island (Ludwig)	Performance License Fee	13	\$100	\$1,300.00
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TOTAL	\$1,300.00
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1. **Grant.** Samuel French grants Licensee the **non-exclusive and non-transferable right to present a live stage production of the Property** at the Venue and during the Production Dates stipulated above and on the other terms and conditions set forth in this Agreement. The said rights are valid only through the final performance date as indicated above. No change by Licensee in the production dates, the number of performances, the number of seats per performance, the ticket prices, and/or any other particulars of this Agreement shall be made without the prior written consent of Samuel French, which may be withheld in Samuel French's sole and absolute discretion. Samuel French has the right to revoke this Agreement if Licensee fails to secure such consent and/or if Licensee is in breach or default of any other term or condition of this Agreement. No other rights are herein granted, and Samuel French (on behalf of the owner(s) of the Property) reserves any and all other rights in the Property, whether such rights are now known or shall hereafter come into existence. The reserved rights shall include, without limiting the generality of the foregoing, all motion picture rights, television and cable rights, radio rights, stage rights other than those licensed hereunder, electronic and digital rights, mechanical rights, recording rights and the publication rights of all kinds.

2. **Licensee Warranties.** Licensee represents, warrants and covenants that the Property will be presented in its entirety as it appears in published form authorized by the Author(s) and that the Author(s)'s intent will be respected in the Licensee's production. No changes, interpolations, additions, or deletions will be made in the Property for the purpose of the Licensee's production or otherwise.

2.1 **Samuel French Credit.** All programs, publicity, and advertising in connection with performances of the Work, in all media (including print and electronic), shall carry a program note as follows (unless an additional or different notice is specified in writing by Samuel French) in not less than 12-point type:

**"Treasure Island (Ludwig)" is presented by special arrangement with SAMUEL FRENCH, INC.**

2.2 **Author(s) Credit.** The Author(s)'s name (including composer(s) and lyricist(s) and, as applicable, translator/adaptor's name) will appear in all instances in which the title of the Work appears, including all programs, house boards, and publicity and advertising in all media (including all print and electronic media) within the control of Licensee. The name of the Author(s) will appear on a separate line on which no other name appears, immediately following the title of the Work and will appear in size of type not less than fifty percent (50%) of the size of the title type, as follows:

(Name of Producer)  
presents  
TREASURE ISLAND (100%)  
by Ken Ludwig (50%)  
Adapted from the novel by Robert Louis Stevenson (25%)



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**2.3 Additional Production Credit.** The following credits will be included on the title page of all programs and playbills distributed in connection with performances of the Work. If supplied, the following bio will also be included in the program.

**KEN LUDWIG** has had six shows on Broadway and six in the West End, and he has won two Laurence Olivier Awards, three Tony Award nominations and two Helen Hayes Awards. His work has been commissioned by the Royal Shakespeare Company and has been performed in thirty countries in over twenty languages. Broadway and West End shows include *Crazy For You*; *Lend Me A Tenor*; *Moon Over Buffalo*; *Twentieth Century*; *The Adventures of Tom Sawyer* and *Treasure Island*. Other major plays include Shakespeare in Hollywood; *Leading Ladies*; *Be My Baby*; *The Beaux' Stratagem*, an adaptation with Thornton Wilder at the request of the Wilder Estate; *The Three Musketeers*; *The Fox on the Fairway*; *'Twas The Night Before Christmas*; *Midsummer/Jersey* and *The Hound of the Baskervilles*. His book, *How To Teach Your Children Shakespeare*, will be published in 2012 by Crown. He studied music at Harvard with Leonard Bernstein and theatre history at Cambridge University in England. For more information, please visit [www.kenludwig.com](http://www.kenludwig.com)

Also, please include a link from your theatre's website to Mr. Ludwig's site at [www.kenludwig.com](http://www.kenludwig.com). To your benefit, if Mr. Ludwig knows about the production, he will include a link from his website to your theatre's website.

Originally commissioned and the World Premiere of **TREASURE ISLAND**  
Produced by the Alley Theatre  
Gregory Boyd, Artistic Director & Dean R. Gladden, Managing Director

**2.4 Program Note.** All programs shall carry the following note:

**"The video and/or audio recording of this performance by any means whatsoever are strictly prohibited."**

**2.5 Production Date Changes/Cancellation.** Licensee will PROMPTLY notify Samuel French in writing, of any and all proposed changes in Production Dates whatsoever, including, but not limited to, additional performances, rescheduled performances, cancellations, postponements, etc., all of which are subject to the prior written approval of Samuel French. Please note that additional fees may be applied for any changes made.

The following additional guidelines will apply in cancelling a licensed production:

**2.5.1** All cancellations must be notified in writing (email acceptable) within 24 hours of the cancelled performance to your licensing representative, stating the reason or reasons for the cancellation.



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2.5.2 If cancellation notification is given before the first performance date, there is no cancellation fee and a full refund or transfer of licensing fees for the cancelled performances is granted.

2.5.3 If cancellation notification is given after the first licensed performance and within 24 hours after the final licensed performance date, then a full refund or transfer is granted less a cancellation processing fee of \$30.

2.5.4 Cancellation notifications sent 24 hours after the final licensed performance date will not be refunded.

**3. Execution of Agreement.** This Agreement shall be effective upon receipt by Samuel French of the Licensing Fees as stated on page 1 of this Agreement. Due to demand and area restrictions, Performance Agreements are time sensitive. Therefore, this Agreement shall be null and void if it is not executed as described above prior to the first performance date as stated above.

**4. Payment.** All licensing fees are due 2 weeks before the first performance date. Payment for all performances must be received in full. Payment may be made by check or credit card. Please refer to attached invoice for fee details.

**5. General Terms and Conditions.**

5.1 No auditions, casting, rehearsals, advertising, publicity or performance of the Property may commence unless and until this Agreement is executed and all monies owing to Samuel French are timely paid as set forth in this Agreement.

5.2 Licensee may not create merchandise of any kind based on the Property, whether for sale, promotional use, or free distribution, without prior written permission from Samuel French.

5.3 Licensed productions of the Property are to be performed in front of a live audience only. Auditions, rehearsals, and/or performances may not be recorded, broadcast or posted at any time, in any manner or for any purpose. These restrictions apply to both audio-only and audio-visual recordings, broadcasts and postings. By way of example only, no posting of audio or audio-visual recordings to YouTube or any other social networking sites is permitted. Any such recording, broadcasting, posting or other use of a performance of the Property is a copyright infringement and will expose Licensee to serious legal consequences.

5.4 Any announcements, advertisements, publicity, promotional materials, and marketing materials, whether on the Internet or in any other media, must be in strict compliance with the terms of this Agreement, including the number and dates of performances, the number of seats, and the ticket prices

5.5 Licensee represents and warrants that all of the information provided to Samuel French, both orally and in writing, in connection with the production and/or otherwise is accurate and correct. Licensee hereby indemnifies Samuel French, the Author(s) and other copyright-owner(s) of the Property from and against any claim arising out of (a) the breach or alleged breach by Licensee of any of Licensee's representations, warranties, obligations, terms and/or conditions under this Agreement and/or (b) Licensee's production of the Property.

5.6 This Agreement does not include the right to original choreography, costume designs, staging, direction or scenery designs of the Property. Neither Samuel French nor the Authors or owners of the Property shall be obliged at any time to make any payment or offer rights participation to any person(s) whom Licensee may hire to direct, choreograph, stage, design or otherwise participate creatively in Licensee's production.

5.8 Licenses are available only for complete performances of the Property. Performances of various scenes and/or songs apart from the Property in its entirety (e.g., recitals, contests, festivals, etc.) require special permission, which must be transacted in writing in advance of any such performances. Unless the transaction is granted in writing, no such performances may take place.

5.9 No abridgement or enlargement of the Property, no changes in music, lyrics, dialogue, period, setting, characters (including their gender), and/or characterizations in the Property, and no changes in running time,





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placement of intermission, number or order of scenes, etc., may be made without prior written permission from Samuel French.

5.10 If applicable and available, Licensee is permitted and encouraged to use the approved logo and other promotional and marketing materials that may be provided by Samuel French.

5.11 **This Agreement is not transferable to any other production other than the one licensed.** The rights licensed under this Agreement may not be sublicensed and/or otherwise conveyed by Licensee to any other person.

6. **Termination.** Failure to strictly comply with any of the terms and conditions of this Agreement, including but not limited to the provisions of Sections 2 and/or any other agreement between Samuel French and Licensee, may result in the immediate termination of this Agreement and/or any such other agreements by Samuel French in its sole and absolute discretion. In the event of termination, all amounts owing under this Agreement remain payable in full and shall be retained by Samuel French in addition to any other rights or remedies that Samuel French may be entitled to assert for breach of contract.

7. **Default.** If Licensee defaults in the performance of any of the representations, warranties, indemnities, obligations, terms and/or conditions of this Agreement, then in addition to any and all other remedies which Samuel French, the authors and/or the owners of the Property might have at law or equity, Licensee agrees that Samuel French shall have the right to a temporary restraining order and a preliminary injunction to enjoin any performances of the Property. Licensee agrees to reimburse Samuel French for any expenses incurred in enforcing rights hereunder, including but not limited to, attorneys' fees, court costs, telephone, fax, courier and postage charges and collection expenses.

8. **General Provisions.** This Agreement is executed in the State of New York and shall be construed under and in accordance with the laws of the State of New York applicable to contracts made and fully performed within that State. Licensee (i) agrees that any litigation, action or proceeding arising out of or relating to this Agreement may be instituted by Samuel French in any state or federal court in the State of New York, (ii) waives any objection which it might have now or hereafter to the venue of any such litigation, action or proceeding, (iii) irrevocably submits to the jurisdiction of any such court in any such litigation, action or proceeding, and (iv) hereby waives any claim or defense of inconvenient forum. This Agreement constitutes an offer revocable by Samuel French at any time prior to signature by both parties and the payment of all amounts owing under this Agreement. All copies of this Agreement shall be signed by an officer or duly authorized member of Licensee and returned to Samuel French, accompanied by payment of the non-refundable Advance as set forth in Page 1 of this agreement.

9. **Riders and Exhibits.** This Agreement consists of Sections 1 through 9 and the following additional Exhibits and Riders, if any:

**Additional Riders**

**ACCEPTED AND AGREED TO:**

**This Agreement and all conditions and terms contained herein are wholly binding upon the issuance of this license agreement and the remittance of payment in full.**