



FOLSOM LAKE COLLEGE
 EL DORADO CENTER | RANCHO CORDOVA CENTER

10 College Parkway
 Folsom, CA 95630

PURCHASE ORDER NO. CBF14019B

THEATRE ARTS PROGRAM

PO Date: Jul 15, 2013 Date Required: March 5, 2014

Ordered By: DAVID HARRIS Requisition #: 35682

VENDOR: MUSIC THEATRE INTERNATIONAL (MTI)
 421 WEST 54th STREET
 NEW YORK NY 10019
 Email: michaelm@mtishows.com

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

PH: 212.541.4684 FAX: 212.397.4684

Line #	Item/Description	QTY	UOM	PO Price	Extended Amount
1	ROYALTY - for AMATEUR Production of: SPRING AWAKENING Five (5) Performances - From: April 9 - 13, 2013 Contract# 9149887 / MTI Account# 0058187	5.00	EA	\$975.000	\$4,875.00
2	RENTAL Standard Rehearsal Set of Materials per Contract. Rehearsal Set to Include:	1.00	SET	\$550.000	\$550.00
	1 - BACKING TRACKS 20 - LIBRETTO/VOCAL BOOKS 2 - PIANO CONDUCTOR'S SCORE				
3	SECURITY DEPOSIT - REQUIRED for LICENSE Security Deposit to be refunded after contract settlement, less any handling/shipping; missing/late fees; or outstanding account balances.	1.00	EA	\$400.000	\$400.00
4	ESTIMATED 8% SALES TAX - on MATERIALS & SHIPPING	1.00	EA	\$50.000	\$50.00
	ENCLOSED: PRE-PAID CHECK# 94-030332 \$400 SECURITY DEPOSIT ESTIMATED OPEN PO BALANCE = \$5,475.00				
	College to Pay Shipping (both ways) for all Rental Materials MTI to bill for shipping to Folsom Lake College				
	Shipping/Handling (taxable)				

INSTRUCTIONS:

Return All Rental Materials to MTI no later than (7) days after last performance date.

Return All Materials To:
 Music Theatre International
 31A Industrial Park Road
 New Hartford, CT 06057

State Tax %

Sub Total

State Tax

Shipping

Total PO Amount

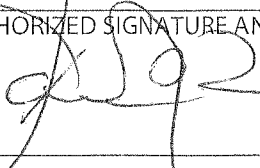
All shipments, invoices, and correspondence must be identified with our Purchase Order Number

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

 7/17/2013

LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

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

CHECK ONE

ASG(71,72)

College Act. Trust(81)

Foundation(83)

IR(13,14)

FLC BUSINESS SERVICES Three Stages(55)

CAMPUS-BASED REQUISITION

2013 JUN 20 P 12:09

6/19/13

DATE Music Theatre International REQ. # CBF 35682

VENDOR MTI PRODUCTION CONTRACT

ADDRESS 421 WEST 54TH ST. PO REQUIRED(circle one) YES NO

CITY NEW YORK, NY P.O. # CBF 140 P 9B

STATE NY ZIP 10019 DATE REQUIRED _____

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	REVISION TO EXISTING MTI CONTRACT				
2	FOR DEPOSIT				400.00
3	LICENS FOR AMATEUR PRODUCTION				
4	OF "SPRING AWAKENING"				
5	MTI Contract # 9149887 / A# 0058187				
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	400.00
Sales Tax	-
Freight	-
TOTAL	400.00

Thornton Arts / SCOPL / 5601 / 14 / FL.VI.ARO7 / 10070 / 0000 / 077A \$ 400.00

Account Name Bus Unit Account Fund Department Program Class Project Amount

_____ / _____ / _____ / _____ / _____ / _____ / _____ / _____ \$ _____

Account Name Bus Unit Account Fund Department Program Class Project Amount

AUTHORIZED [Signature]
Club Officer/Requestor

APPROVED [Signature]
Faculty Advisor/Administrator

Business Services Use Only

Budget Checked [D] Vendor ID 585

Voucher # 35682 Date 7/16/13

Warrant # 94-030332 \$400/Dep Date 7/16/13

MTI PRODUCTION CONTRACT

Your MTI Rep: MICHAEL MACAIONE
Your MTI Account Number: 0058187
Contract No: 9149887 Printed On: 06/20/13

Licensee:

- REPRINT -

FOLSOM LAKE COLLEGE
ATTN.: DAVID HARRIS
FALCON'S EYE THEATRE
10 COLLEGE PARKWAY
FOLSOM, CA 95630

Contract Issue Date: 06/20/13
Contract Expiration Date: 08/01/13
Valid For Performances From: 04/09/14 - 04/13/14

TELE#: 916-608-6760 FAX: 916-608-6523
E-MAIL: harrisd@flc.losrios.edu

THIS IS A LICENSE FOR AN AMATEUR PRODUCTION OF:
SPRING AWAKENING

SPECIAL CONDITIONS

ROYALTY

ROYALTY A) \$975.00 For Each Regular, Benefit or Other Performance
Provisions: Regular Performance
Seating Limited to 300 per Performance
Tickets @ 25.00 15.00 0.00

SECURITY DEPOSIT

\$400.00 to be refunded following the safe, timely return of the rented material to us, less handling/shipping/missing materials/brokerage fees, late charges and/or any outstanding account obligations.

RENTAL FEE

\$550.00 for a standard set of materials or any part thereof
Provisions:

See attached ADDITIONAL MATERIALS page for a complete list of all materials included in the Standard Rental Set.

The Standard Rental Set (see attached) is the ONLY acting edition authorized by the Authors and MUST be rented from us as a condition of this offering.

If the rental materials are needed in advance of the standard two-month rental period, they may be rented for \$400.00 extra each month or part thereof, pending availability.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

CONTRACT CONFIRMATION

COMPLETE THIS COPY AND RETURN TO MTI

Your MTI Rep: MICHAEL MACAIONE
 Your MTI Account Number: 0058187
 Contract No: 9149887 Printed On: 06/20/13

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: FOLSOM LAKE COLLEGE
 Name of Show: SPRING AWAKENING
 Name and address of performance space/venue: STAGE ONE/THREE STAGES AT FLC
 10 COLLEGE PARKWAY, FOLSOM, CA 95630

Date(s) of performance(s): 04/09/2014 - 04/13/2014 Contract Expires: 08/01/2013
 Please list number of performances for each calendar month: (5) for April 2014

SHIP WITH: Partial/Alternate Orchestration Full Orchestration No Orchestration
(check one) (if "Partial," you MUST mark the required parts on the ORCHESTRATION DETAILS sheet, and return a copy with your signed contract.)

ROYALTY: Royalty A for 5 performance(s) @ \$ 975.00 per performance, a total of \$ 4,875.00

RENTAL: \$550.00 for a standard set of materials or any part thereof \$ 550.00

ADDITIONAL RENTAL (Outside of the standard two (2) month period): \$400 per month X _____ months \$ _____

SECURITY FEE: Your security fee MUST be paid in full by check, credit card or money order (No Purchase Orders accepted) in order to process your license. \$ 400.00
Failure to do so may result in a delay in the processing of your license.

ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page): \$ _____

SALES TAX (CA, CT, MN, NJ, NY): CT, MN & NY: Apply to all Materials and Shipping fees. CA&NJ residents apply to Materials only. Estimated 8.000% \$ 50.00

TOTAL: \$ 5,875.00

TOTAL AMOUNT ENCLOSED: \$ 400.00

OUTSTANDING OBLIGATIONS: \$ 5,475.00

SHIPPING

Shipment is made by UPS or FEDEX unless otherwise instructed. You will be billed for all shipping charges.
 Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: (check one) RUSH SECOND DAY GROUND

Shipping Address: Folsom Lake College / Receiving
(NO P.O. BOXES) 10 College Parkway
 City: Folsom State: CA Zip/Postal Code: 95630

PAYMENT

CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

CREDIT CARD: VISA MASTERCARD AMERICAN EXPRESS

Card Number: _____ Exp. Date _____

Name on Card: _____

Signature: _____ Amount: _____

PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK

PURCHASE ORDER: For schools and government agencies ONLY, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. YOU MUST STILL return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

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 Kathleen Kirkin TITLE V.P., Administration

AUTHORIZED SIGNATURE Kathleen Kirkin DATE 7/24/13

DAYTIME TELEPHONE 916.608.6733 EMAIL kirklik@flc.lostos.com

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT



LOS RIOS COMMUNITY COLLEGE DISTRICT
 1919 Spanos Court • Sacramento, CA 95825-3981
 (916) 568-3065

Wells Fargo Bank, N.A.
 115 Hospital Drive
 Van Wert, OH 45891

Date 07/16/2013 No 0094-030332

56-382
 412

Pay Amount \$400.00***

THE TREASURER OF SACRAMENTO COUNTY WILL PAY

****FOUR HUNDRED AND XX / 100 DOLLAR****

VOID SIX MONTHS FROM DATE DRAWN

To The
 Order of

SACRAMENTO COUNTY SUPERINTENDENT OF SCHOOLS
 SACRAMENTO COUNTY AUDITOR-CONTROLLER

MUSIC THEATRE INTERNATONAL (MTI)
 421 W 54TH STREET
 NEW YORK, NY 10019

David W. Gordon
Julie Valverde

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈0094030332⑈ ⑆041203824⑆ 9600060041⑈

THIS WARRANT IS ISSUED FOR PAYMENT IN FULL ON ALL ITEMS SHOWN HEREON AND BY ENDORSEMENT PAYEE ACCEPTS PAYMENT IN FULL.

Warrant Date:	Jul/16/2013	FLC SCOE	Warrant No.:	030332			
Description	Invoice No.	Invoice Date	Voucher ID	Invoice Amount	Discount	Paid Amount	
PO# CBF14019B_Folsom Lake College_Contract# 9149887 Spring Awakening	9149887_DEPOSIT	Jul/01/2013	35682	400.00	0.00	400.00	

SCOFL - SCOE WARRANTS

Vendor Number	Vendor Name	Total Discounts		
0000000585	MUSIC THEATRE INTERNATONAL (MTI)			
Warrant Number	Date	Total Amount	Discounts Taken	Total Paid Amount
0094030332	Jul/16/2013			\$400.00

CONTRACT CONFIRMATION

LICENSEE COPY

Your MTI Rep: MICHAEL MACAIONE
Your MTI Account Number: 0058187
Contract No: 9149887 Printed On: 06/20/13

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: FOLSOM LAKE COLLEGE
Name of Show: SPRING AWAKENING
Name and address of performance space/venue: STAGE ONE/THREE STAGES AT FLC
10 COLLEGE PARKWAY, FOLSOM, CA 95630
Date(s) of performance(s): 04/09/2014 - 04/13/2014 Contract Expires: 08/01/2013
Please list number of performances for each calendar month: 5 for April 2014
SHIP WITH: Partial/Alternate Orchestration Full Orchestration No Orchestration
(if "Partial," you MUST mark the required parts on the ORCHESTRATION DETAILS sheet, and return a copy with your signed contract.)
ROYALTY: Royalty A for 5 performance(s) @ \$ 975.00 per performance, a total of \$ 4,875.00
RENTAL: \$550.00 for a standard set of materials or any part thereof \$ 550.00
ADDITIONAL RENTAL (Outside of the standard two (2) month period): \$400 per month X _____ months \$ _____
SECURITY FEE: Your security fee MUST be paid in full by check, credit card or money order (No Purchase Orders accepted) in order to process your license. \$ 400.00
Failure to do so may result in a delay in the processing of your license.
ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page): \$ _____
SALES TAX (CA, CT, MN, NJ, NY): CT, MN & NY: Apply to all Materials and Shipping fees. CA&NJ residents apply to Materials only. 8.000% Estimated \$ 50.00
TOTAL: \$ 5,875.00
TOTAL AMOUNT ENCLOSED: \$ - 400.00
OUTSTANDING OBLIGATIONS: \$ 5,475.00

SHIPPING

Shipment is made by UPS or FEDEX unless otherwise instructed. You will be billed for all shipping charges.
Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: (check one) RUSH SECOND DAY GROUND
Shipping Address: Folsom Lake College / Receiving
(NO P.O. BOXES) 10 College Parkway
City: Folsom State: CA Zip/Postal Code: 95630

PAYMENT

CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)
 CREDIT CARD: VISA MASTERCARD AMERICAN EXPRESS
CK# 94-030332 Card Number: _____ Exp. Date _____
Name on Card: _____
Signature: _____ Amount: _____
PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK

PURCHASE ORDER: For schools and government agencies ONLY, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. YOU MUST STILL return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

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 KATHLEEN KIRKLIN TITLE V.P. Administration
AUTHORIZED SIGNATURE Kathleen Kirklin DATE 4/24/13
DAYTIME TELEPHONE 916.608.0733 EMAIL kirklik@flc.lasrios.edu

YOU MAY KEEP THIS PAGE FOR YOUR RECORDS

ADDITIONAL MATERIALS

Your MTI Rep: MICHAEL MACAIONE
 Your MTI Account Number: 0058187
 Contract No: 9149887 Printed On: 06/20/13

STANDARD RENTAL SET

SPRING AWAKENING

Your Standard Rental Set of Materials will include:

Rehearsal Set:

- 1 BACKING TRACKS
- 20 LIBRETTO/VOCAL BOOK
- 2 PIANO CONDUCTOR'S SCORE

Orchestration: The Standard Rental Set includes the complete standard orchestration parts.
 For orchestration details (and/or options) please view the attached ORCHESTRATION sheet(s).

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			
BACKING TRACKS (Call for Pricing)			
LIBRETTO/VOCAL BOOK (Replacement Fee \$25.00)	_____	x \$ 6.25	= \$ _____
PIANO CONDUCTOR'S SCORE (Replacement Fee \$120.00)	_____	x \$ 30.00	= \$ _____
ADDITIONAL ORCHESTRA PARTS (Replacement Fee \$60.00)	_____	x \$ 15.00	= \$ _____
(Attach ORCHESTRATION sheet with additional parts required marked - list total quantity of parts above)			
THEATRICAL RESOURCES			
KEYBOARD PATCH SOLUTIONS (Call for Pricing)			
LOGO PAK	_____	x \$ 50.00	= \$ _____
REFERENCE RECORDING	_____	x \$ 20.00	= \$ _____
STAGE MANAGER SCRIPT	_____	x \$ 25.00	= \$ _____
TRANSPOSITIONS-ON-DEMAND (Call for Pricing)			
T-SHIRT SIX PAK: ADULT MEDIUM	_____	x \$ 80.00	= \$ _____
T-SHIRT SIX-PAK: ADULT LARGE	_____	x \$ 80.00	= \$ _____
T-SHIRT SIX-PAK: ADULT SMALL	_____	x \$ 80.00	= \$ _____
T-SHIRT SIX-PAK: ADULT X-LARGE	_____	x \$ 80.00	= \$ _____
T-SHIRT SIX-PAK: ADULT XX-LARGE	_____	x \$ 80.00	= \$ _____
T-SHIRT SIX-PAK: CHILD MEDIUM	_____	x \$ 80.00	= \$ _____
T-SHIRT SIX-PAK: CHILD SMALL	_____	x \$ 80.00	= \$ _____
T-SHIRT SIXPAK: CHILD LARGE	_____	x \$ 80.00	= \$ _____

Add total for all items here.

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

You MUST return this form along with your contract to receive materials.

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL MATERIALS

ORCHESTRATION

STANDARD ORCHESTRATION

Your MTI Rep: MICHAEL MACAIONE
 Your MTI Account Number: 0058187
 Contract No: 9149887 Printed On: 06/20/13

Below is a detailed list of all orchestra parts available for this title, along with doublings and other instrumentation notes. If you wish to order additional parts, mark the number of additional parts for each instrument, and return this page with your Contract Confirmation page and include the total number of additional parts on the Additional Materials form.

STANDARD ORCHESTRATION

BOOKS INCLUDED	ADDITIONAL REQUESTED	INSTRUMENT	DOUBLINGS
1	_____	BASS	ACOUSTIC BASS, ELECTRIC BASS
1	_____	CELLO	
1	_____	DRUMS/PERCUSSION	DJEMBE, DRUM SET, GLOCKENSPIEL, SHAKER, TAMBOURINE
1	_____	GUITAR	
1	_____	PIANO	
1	_____	HARMONIUM	
1	_____	VIOLA	
1	_____	VIOLIN/GUITAR	ACOUSTIC GUITAR, ELECTRIC GUITAR, VIOLIN

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL ORCHESTRATION

BILLING CREDITS

Your MTI Rep: MICHAEL MACAIONE
Your MTI Account Number: 0058187
Contract No: 9149887 Printed On: 06/20/13

SHOW BILLING CREDITS

For proper usage, refer to **Section I, Paragraphs 4 (A & B)** of the Performance License.

****SEE BILLING RIDER****

MTI BILLING

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

SPRING AWAKENING
Is presented through special arrangement with Music Theatre International (MTI).
All authorized performance materials are also supplied by MTI.
421 West 54th Street, New York, NY 10019
Phone: 212-541-4684 Fax: 212-397-4684
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

PERFORMANCE LICENSE

SECTION I

Your MTI Rep: MICHAEL MACAIONE
Your MTI Account Number: 0058187
Contract No: 9149887 Printed On: 06/20/13

BUSINESS OFFICE

Phone: (212) 541-4684 Fax: (212) 397-4684
Music Theatre International
421 West 54th Street
New York, NY 10019

MTI MUSIC LIBRARY

Phone: 860-379-3320
Music Theatre International
31A Industrial Park Road
New Hartford, CT 06057

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Your signature on the acceptance line of the Production Contract accompanying this License 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 Production Contract on behalf of Licensee; and
- c) you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.

I. COPYRIGHT PROVISIONS

Any violation of these provisions shall automatically terminate this License.

1. **Rights Granted:** This License—granted to the party to whom the Production Contract is addressed (“Licensee” or “You”)—allows the public performance of the Play as represented in the rented printed materials under the following terms and conditions. This License does not include the right to the original choreography, staging, direction, costume designs or scenery designs of the Play unless specified in writing to the contrary.
2. **Changing the Play:** Under federal law, you may not make any changes, including but not limited to the following:
 - a. You may not add new music, dialogue, lyrics or anything to the text included with the rented material.
 - b. You may not delete, in whole or in part, any material in the existing Play.
 - c. 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 or characterizations in the presently existing Play.
 - d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to MTI so that the written consent of the Authors, if granted, may be obtained by MTI.
 - e. You may not make any copies of the materials provided or physically alter, amend, or change them without MTI's prior written permission. Should permission be granted, any and all materials created or amended remain the property of the Copyright Owners and must be returned to MTI.
 - f. MTI and the Copyright Owners shall not be obliged at any time to offer royalty participation or make any payment to any person whom you may hire to direct, choreograph, stage, design or otherwise actualize your production unless that person has entered into a bona fide collaboration agreement directly with the Copyright Owners.
 - g. By signing the Performance Contract, you agree to review the terms of this Performance License, in particular Paragraph I.2 (This Paragraph), with the entire creative team of this production, and represent they are aware that no changes may be made to the Play without the written consent of the Authors.
3. **Recording/Reproduction (Audio, Video, Computer Sequencing, etc.)**
 - a. Recording: This license does not grant you the right to make 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.
 - b. Broadcast: Except for the usual right to advertise and publicize the Play by means of print, radio and television (in which no radio or television commercial shall contain excerpts of more than 30 seconds), this license does not allow you to broadcast, televise, and/or electronically post on the Internet any part of the Play, either audio or visual or both, including, without limitation, musical selections.
4. **Program/Poster/Advertising Credits**
 - a. Author/Creator: You must give the authors/creators billing credits, as specified in the Production Contract, in a conspicuous manner on the first page of credits in all programs and on houseboards, displays and in all other advertising announcements of any kind.
 - b. MTI: You must give appropriate credit to MUSIC THEATRE INTERNATIONAL on all posters, fliers, advertisements and on the title page of your programs in the following manner:

**“[Name of Play]” is presented through special arrangement with Music Theatre International (MTI). All authorized performance materials are also supplied by MTI, 421 West 54th Street, New York, NY 10019
Tel.: (212) 541-4684 Fax: (212) 397-4684 www.MTIShows.com**
 - c. If your program contains cast and/or creative team bios, MTI encourages you to include bios for the authors as well as the MTI bio. Bios can be found on MTI's website at www.MTIShows.com/programbios or obtained by request from MTI.
 - d. You must include the following warning in your program:

“The videotaping or other video or audio recording of this production is strictly prohibited.”
 - e. Logos: You may not use the copyrighted logo of the Play, unless MTI grants you a specific license to do so in the Production Contract and you pay MTI the applicable fee.
 - f. Merchandise: You may not create merchandise based on the play, whether for sale or distribution, without written permission from MTI acting on behalf of the Copyright Owners or their duly authorized representatives.

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PERFORMANCE LICENSE

SECTION II

Your MTI Rep: MICHAEL MACAIONE
Your MTI Account Number: 0058187
Contract No: 9149887 Printed On: 06/20/13

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- c) you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.

II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS

1. **Changes:** If any of the conditions set forth in the Production Contract have changed in any way (including cancellation or addition of performance(s), ticket price adjustments or change of venue), you must notify MTI's BUSINESS OFFICE (address above) in writing immediately, and MTI must approve all changes before they may take effect. Such changes may alter the fees quoted in the Production Contract. Cancellation fees of at least fifty dollars (\$50.00) may apply.
2. **Expiration Date and Cancellation of License:** MTI must receive a signed copy of the Production Contract, accompanied by payment in full, (or by a purchase order pursuant to Paragraph 5 below) by the expiration date indicated on the first page of the Production Contract or prior to your first performance, whichever occurs sooner, or you will be deemed to be unlicensed. MTI reserves the right, in its sole discretion, to revoke this Performance License by sending written notice to you at any time prior to MTI's receipt of both a signed Production Contract and payment in full. You agree not to advertise, announce, present or sell tickets for any performances until you are licensed as provided above.
3. **Additional Performances:** Should you desire to present performances in addition to those provided for in the Production Contract, you agree to enter into a new agreement with us and to make additional royalty and rental payments for any and all performances in addition to those already licensed by us. You agree not to announce, present or sell tickets for such additional performances without our prior written permission AND payment of the additional royalty and fees due.
4. **Complimentary Tickets:** You agree as a condition of this License to reserve two (2) complimentary tickets (if requested) for the use of MTI and the Copyright Owners for each performance and MTI agrees not to sell such tickets.
5. **Purchase Orders:** For schools and government agencies only, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. You must still send us your check or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contracts to cause materials to be shipped.
6. **Accounting:** You shall forward to us at least two (2) copies of the program for your production not later than three (3) days following the opening performance licensed by us under the terms of this agreement. You shall submit to us, within five (5) 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 full and regular books and records in which you shall record all items in connection with the production and presentation of the Play. Such books and records shall be open at all reasonable business hours for inspection by MTI or our representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. MTI's rights under this License shall continue for twelve (12) months following the date of the last performance licensed under the terms of this agreement.
7. **Default:** This License is conditioned upon your fulfillment of all obligations set forth herein and in the accompanying Production Contract, including the prompt payment of all rental, royalty, and security fees in U.S. funds when due. Unless all of your obligations have been fulfilled, this License will terminate automatically. Nevertheless, you will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If you default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse us for any expenses incurred by us in enforcing our rights under this License, including, but not limited to, attorneys' fees, telephone, fax, and postage charges and collection expenses.
8. **Warranty:** We warrant that, on behalf of the owners of the copyright in the Play, we are authorized to grant this License to you. We make no other warranties.
9. **Reserved Rights:** All rights in and to the Play other than those specifically licensed to you under the terms of this License agreement are reserved to us, with the unrestricted right on our part 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.
10. **Transfer of Rights:** Under no conditions can this License be assigned or transferred without our written consent. This License 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 City or 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.
11. **Indemnification of Licensor:** You agree to indemnify MTI and the Copyright Owner(s) and Rightsholder(s) of the Play from any claim arising out of your violation of any of the provisions of this License agreement.

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PERFORMANCE LICENSE

SECTION III

Your MTI Rep: MICHAEL MACAIONE
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- c) you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.

III. MATERIALS RENTAL PROVISIONS

1. **Term:** Unless otherwise indicated in the accompanying Production Contract, the term of rental shall be 2 (two) months.
2. **Delivery:** Provided MTI has received a signed copy of the Production Contract and the full applicable royalty, rental and security fees, the rented materials will be shipped approximately two months prior to the first performance. Please allow approximately ten (10) days for delivery.
3. **Additional Rental Time:** If the rented materials are needed in advance of the 2 month period stated below, the charge is four hundred dollars (\$400.00) each extra month or part thereof, subject to availability.
4. **Suitability:** MTI makes no representation as to the adequacy, suitability and/or condition of the materials indicated above. Any missing or damaged materials MUST be reported to MTI's Business Office within forty-eight (48) hours after your receipt of them, or you may be liable for full replacement charges upon their return to MTI.
5. **Shipping Charges:** You shall pay shipping charges BOTH WAYS for materials that MTI rents and/or supplies to you, as well as all customs charges, duties and the like in connection with shipments of materials outside of the United States and return shipment to MTI. MTI ships by U.S. Mail, Air Freight, UPS or other carriers at its sole option. Any expense that MTI incurs with respect to the delivery or return of the materials to its library shall be charged to you; you agree upon demand promptly to reimburse MTI for the full amount of such expense. A \$10 handling fee is applied to each order.
6. **Return of Materials:** You agree that, no later than seven (7) days after the last performance under the terms of this License, you will return to MTI, by prepaid carrier, insured for not less than seven hundred fifty dollars (\$750.00), the complete set of materials (including any additional materials ordered) in as good condition as when you received it. Should you fail to do so, MTI shall be entitled to an additional rental fee of twenty dollars (\$20.00) for each day that you retain any material beyond the period of seven (7) days after the last performance. You are responsible for the safe return to MTI of all of the rented material. If complete materials are not returned all at once and properly labeled, your account may not be credited or you may be liable for a restocking fee.
7. **Address for Return of Materials:** All materials must be returned to MTI's Music Library (Address listed below)
DO NOT SHIP MATERIALS TO THE BUSINESS OFFICE!

RETURN ALL MATERIALS TO:

Music Theatre International
31A Industrial Park Road
New Hartford, CT 06057
Phone: 860-379-3320

Any materials returned to MTI's Business Office will be subject to a transfer charge of up to \$50.00.

8. **Damage/Loss:** Any damage to or loss of the materials shall be charged to you; you agree upon demand promptly to reimburse MTI for the full amount of such evaluated damage to or loss of materials. Any materials lost or damaged while in your possession will be assessed fees as set forth in the accompanying Production Contract.
9. **Cancellation:** The fee for rental of materials is required under any and all conditions, notwithstanding the non-use of said materials. Furthermore, you understand that, even if you do not present the Play, you could be obligated for the fees set forth in this License and the accompanying Production Contract.
10. **Permitted Use:** You understand that the Play materials cannot be used for any purpose other than as stated in this License and that you and/or anyone connected with your organization may not copy, reproduce, sell or otherwise distribute such materials.

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ADDITIONAL LICENSING GUIDELINES AND PROVISIONS

CREDITS: You agree to bill the Play and the Authors in all programs, houseboards, displays and in all advertising and all paid publicity, in the following manner: Specifically, you must bill the Play and the Authors as follows:

SPRING AWAKENING

Type Size
100%

Book & Lyrics by Steven Sater

Music by Duncan Sheik 50%

Based on the play by Frank Wedekind

25%

Billing credit for the Authors shall be equal in type, size and prominence. No one may receive billing larger than Authors
You agree to include the following credit on the main credit page of all theater programs:

Original Broadway Production Produced by IRA PITTELMAN, TOM HULCE, JEFFREY RICHARDS, JERRY FRANKEL, ATLANTIC THEATER COMPANY, Jeffrey Sine, Freddy DeMann, Max Cooper, Mort Swinsky/Cindy and Jay Gutterman/Joe McGinnis/Judith Ann Abrams, ZenDog Productions/CarJac Productions, Aron Bergson Productions/Jennifer Manocherian/Ted Snowdon, Harold Thau/Terry Schnuck/Cold Spring Productions, Amanda Dubois/Elizabeth Eynon Wetherell, Jennifer Maloney/Tamara Tunie/Joe Cilibrasi/StyleFour Productions.

The world premiere of "SPRING AWAKENING" was produced by the Atlantic Theater Company by special arrangement with Tom Hulce & Ira Pittelman.

You agree to provide the following credits (in the size, prominence and style of type no less than that used for the designers' credits) on the main credit page of all theater programs and in any paid print advertising in which all designers are billed:

Orchestrations
Duncan Sheik

Vocal Arrangements
AnnMarie Milazzo

String Orchestrations
Simon Hale

In addition, the following biographies of the Authors must appear in all programs of the Play:

Steven Sater (Book and Lyrics) was awarded the 2007 Tony Awards for Best Book of a Musical and Best Original Score for *Spring Awakening* along with the Drama Desk and Outer Critic Circle Awards for Best Lyrics. With alt-racker Duncan Sheik, he received the 2007 Grammy Award for Best Musical Show Album for *Spring Awakening*. In addition, the two received The Dramatists Guild Hull-Warriner Award, the Outer Critics Circle, the Drama Desk, the Lucille Lortel, New York Drama Critics' Circle, and Drama League Awards for Best Musical. Steven is the author of numerous plays, including the long-running *Carbondale Dreams*, *Perfect for You*, *Doll* (the Rosenthal Prize, Cincinnati Playhouse); *Umbrage* (Steppenwolf New Play Prize); *A Footnote to the Iliad* (New York Stage and Film, The Miniature Theatre of Chester); *Asylum* (Naked Angels); *Murder at the Gates* (commissioned by Eye of the Storm); *In Search of Lost Wings* (Sanford Meisner Theater) and a reconceived version of Shakespeare's *Tempest*, with music by Laurie Anderson, which played London's Lyric Hammersmith and toured throughout Great Britain. In addition to *Spring Awakening*, Sater has collaborated with Sheik on the NY premiere of *Umbrage* (HERE), *Nero* (The Magic Theatre, workshopped at the New York Shakespeare Festival and New York Stage & Film), and *The Nightingale* (workshopped at the O'Neill Musical Theatre Conference, La Jolla Playhouse, A.C.T., and New York Theater Workshop). He is also hard at work with System of a Down's Serj Tankian on a musical version of *Prometheus Bound*, to be directed by Diane Paulus at the American Repertory Theater. Sater is the lyricist for Sheik's critically acclaimed album *Phantom Moon* (Nonesuch), and together the two wrote the songs for Michael Mayer's feature film *A Home at the End of the World* (Warner Classics) as well as the independent features *Brother's Shadow* and *Mary Stuart Masterson's The Cake Eaters*. Sater is also co-creator and executive producer, with Paul Reiser, of recent pilots for both NBC and Sony/FX, and has developed two projects for HBO, and another for Showtime (with Reiser). He is also at work, with Jessie Nelson, on a feature film and is creating an original movie musical for producer Larry Mark. In addition, Steven works as a lyricist with various composers in the pop/rock world - recently writing songs with Burt Bacharach, Johnny Mandel, Andreas Carlsson, and William Joseph.

Duncan Sheik (Music). In addition to writing the music for *Spring Awakening* (2007 Tony Awards for "Best Orchestrations" and "Best Original Score", 2008 Grammy Award for "Best Musical Show Album"), Sheik's other theater credits include: *Nero* (Another Golden Rome) (currently in development), *The Nightingale* (currently in development), *Whisper House* (currently in development). Recorded works include: *Whisper House* (Sony/Victor 2009), *White Limousine* (Rounder 2006), *Daylight* (Atlantic Records 2002), *Phantom Moon* (Nonesuch 2001), *Humming* (Atlantic Records 1998), *Duncan Sheik* (Grammy Nomination "Best Male Vocal") (Atlantic Records 1996). Film Scores include: *DARE* (2009), *Little Spirit: Christmas in New York* (2008), *Capers* (2007) and *The Cake Eaters* (2007). Producer Credits include: Holly Brook (forthcoming CD 2009), Micah Green (2008), *Spring Awakening* Original Cast Album (Universal 2007) and Chris Gorneau (2006).

AnnMarie Milazzo. (Vocal Arrangements) Composer/lyricist: *Pretty Dead Girl*, Sundance Film Festival. Vocal arranger: Broadway productions of *Spring Awakening* and *Next To Normal*. *Bright Lights, Big City* at The New York Theater Workshop, and the Paramount feature film, *The Marc Pease Experience*. AnnMarie is a Grammy nominated singer from The East Village Opera Company on Universal/Decca.

Simon Hale (String Orchestrations) After graduating from the University of London with an honors degree in composition, Simon Hale's acclaimed solo album, *East Fifteen*, led to recordings with many artists, including George Benson, Simply Red, Jamiroquai and Björk. In 1996 he orchestrated Duncan Sheik's first album, and their musical collaboration has continued ever since. Simon's involvement with *Spring Awakening* marked his Broadway debut and the Tony Award for Best Orchestrations in 2007. He continues to work with Steven Sater and Duncan Sheik on other projects. For more information please visit www.simonhale.co.uk.

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