

FOLSOM LAKE COLLEGE
EL DORADO CENTER | RANCHO CORDOVA CENTER

10 College Parkway
Folsom, CA 95630

PURCHASE ORDER NO. CBF15022

Theatre Arts

PO Date: August 1, 2014 Date Required:

Ordered By: David Harris

Requisition #: 37337

VENDOR: PLAYSRIPTS INC.
450 SEVENTH AVE. SUITE 809
NEW YORK NY 10123
Email: info@playscripts.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: 866-639-7529 FAX: 888-203-4519

Line #	Item/Description	QTY	UOM	PO Price	Extended Amount
	LICENSE AGREEMENT FOR AMATEUR PERFORMANCE OF: Anon(ymous) by Naomi Iizuka AMATEUR PERFORMANCE DATES: Nov 7 - 13, 2014				
1	AMATEUR ROYALTY - 13 Performances ADVANCE MINIMUM ROYALTY PAYMENT: \$75.00/PER AMATEUR PERFORMANCE	13.00	EA	\$75.000	\$975.00
2	8% PERFORMANCE ROYALTY TO BE PAID - ON TICKET SALES THAT ARE GREATER THAN UP-FRONT MINIMUM ROYALTY OF \$975.00 College to provide Ticket Sales Statement within 30 Days Closing Date.				
3	SCRIPTS - STANDARD BOOKS				
4	HANDLING FEE				
	\$975.00 ADVANCEED MINIMUM ROYALTY / Invoice# 2018484 PRE-PAID <u>8/19/14</u> CK# <u>94030516</u>				
	Shipping/Handling (taxable)				

INSTRUCTIONS:

EMAIL INVOICE TO:
Brenda Haney 916.608.6635
haneyb@flc.losrios.edu

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

Kathleen Kuklin 8/5/14



BUSINESS SERVICES

FOLSOM LAKE COLLEGE
EL DORADO CENTER | RANCHO CORDOVA CENTER

CHECK ONE

- ASG(71,72)
- College Act. Trust(81)
- Foundation(83)
- IR(13,14)
- Harris Ctr(55)

7-28-14

2014 JUL 30

CAMPUS-BASED REQUISITION

DATE _____
 VENDOR Play script
 ADDRESS 450 SEVENTH AVE STE #909
 CITY New York
 STATE Ny ZIP 10123

REQ. # CBF 37337
 PO REQUIRED(circle one) YES NO
 P.O. # CBF 15022
 DATE REQUIRED _____

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	LICENSING FEE FOR PRODUCTION				
2	ANON(ymous) BY NAOMI IZUKA				
3	13 PERFORMANCES				
4					
5	PERFORMANCE DATES: 11/7 - 11/23/14				975.00
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	
Sales Tax	
Freight	
TOTAL	<u>975.00</u>

THEATRE / SCOPL / 5601 / 14 / FL.VI.A07 / 10070 / 00000 / 077A \$ 975.00
 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 [Initials] Vendor ID 1455
 Voucher # 37337 Date [Signature]
 Warrant # 940305N Date [Signature]



Playscripts Inc.

450 Seventh Ave, Suite 809 - New York, NY 10123

SHIPPING ADDRESS (office)

David Harris
Falcon's Eye Theatre at Folsom Lake College
Folsom Lake College - Department of Theatre and Ci
10 College Parkway
Folsom, CA 95630

Organization: Falcon's Eye Theatre at Folsom Lake
College
Phone: 916-730-4822

INVOICE #: 2018484

DATE: Jan 20, 2014

Payment due within 30 days

Phone: 1-866-NEW-PLAY (639-7529)

Fax: 1-888-203-4519

Email: info@playscripts.com

Web: www.playscripts.com

Federal Tax ID: 06-1636054

**NOTE: DO NOT DISCARD. MAKE SURE THAT YOUR
BOOKKEEPER HAS THIS INVOICE.**

Play Title	Qty	Item	Unit	Totals
Anon(ymous) by Naomi Iizuka	13	Performances	\$75.00	\$975.00

Subtotal: \$975.00

Shipping (N/A): \$0.00

Handling: \$0.00

Total: \$975.00

Amount Paid: \$0.00

AMOUNT DUE: \$975.00

All payments must be in U.S. funds. All performance royalty refunds must receive written authorization from Playscripts, Inc. Book sales are final.

Carefully read the following terms and conditions (the "Agreement") before proceeding with use of any part of the enclosed materials or associated documentation. Proceeding with use of any part of the enclosed materials or associated documentation indicates

you understand and accept all of the following terms and conditions. If you do not agree to be bound by these terms and conditions, you are not authorized to use any part of the enclosed materials or associated documentation and must promptly contact Playscripts, Incorporated. If you are acquiring the enclosed materials and associated documentation on behalf of an educational institution, professional theater company, or other organization, you hereby represent and warrant that you are an authorized representative of such institution or organization and are duly authorized to bind such institution or organization to all of the terms and conditions of this Agreement.

**Licensing Agreement for *Anon(ymous)* by Naomi Iizuka:
Amateur Performance Rights**

This Agreement is entered into as of January 20th, 2014 by and between Playscripts, Incorporated, a Delaware corporation ("Playscripts") and the following individual(s), organization and/or institution (collectively, the "User"):

David Harris
Falcon's Eye Theatre at Folsom Lake College

Playscripts and the User agree to the following provisions with respect to the licensing of Amateur Performance rights of the following dramatic work (the "Play") entitled:

Anon(ymous) by Naomi Iizuka

1. Grant of Performance Rights. Subject to the terms of this Agreement, Playscripts grants the User a nonexclusive and nontransferable license to produce and perform 13 total Amateur Performance(s) of the Play on or between the following date(s) (the "Run"):

Nov 07, 2014 - Nov 23, 2014

2. Payments and Script Delivery.

2.1 Amateur Royalty. In consideration of the rights granted herein, the User shall pay a royalty fee of the greater of (a) \$75.00 per Amateur Performance of the Play during the Run and (b) 8% of aggregate real gross box office receipts obtained from Amateur Performances of the Play during the Run (the "Amateur Royalty").

2.1.1 Advance Minimum Royalty Payment. In advance of the Run, the User shall pay a royalty equal to \$75.00 per Amateur Performance of the Play to take place during the Run (the "Minimum Royalty Payment").

2.1.2 Payment Timing and Box Office Statements. Promptly after the Run (and in any event no later than 30 days following the Run), the User shall send Playscripts copies of

all relevant box office statements, identifying in reasonable detail, with respect to each Amateur Performance, the number of tickets sold, the real gross box office receipts and the calculation of the royalty payable, signed by the User or the User's authorized representative. Such box office statements shall be accompanied by any Amateur Royalty payment due in the event that 8% of real gross box office receipts are greater than the Minimum Royalty Payment. The User shall pay interest on any late payments at a rate equal to the lesser of (a) one and one-half percent (1.5%) per month and (b) the maximum rate of interest allowable under applicable law.

2.1.3 Definition of Real Gross Box Office Receipts. For purposes of this Agreement, "real gross box office receipts" means all sums collected from ticket sales relating to Amateur Performances of the Play during the Run, less the following: (a) taxes actually paid by the User on the sale of any tickets (except taxes based on the User's income); (b) reasonable customary commissions and fees, as may be prevailing from time to time, actually paid to or retained by third parties in connection with telephone sales, automated ticket distribution or remote box offices (e.g. Ticketmaster and Telecharge, but not ticket brokers), and commissions or fees for group ticket sales, but excluding all fees and commissions paid to or retained by the User or any person that is an affiliate of the User or in which the User has any legal or financial interest; and (c) reasonable commissions and fees paid to or retained by credit card companies in connection with the sale of any tickets.

2.2 Script Delivery. Playscripts shall provide the User with sufficient copies of the Play (the "Scripts") for the Amateur Performances permitted hereunder upon its receipt from the User of: (a) the Minimum Royalty Payment; and (b) the applicable book fee covering the number and type of Scripts requested by the User (the "Book Fee"). The User expressly agrees that no performance or promotion of the Play may be undertaken until Playscripts has received from the User the Minimum Royalty Payment.

3. User's Covenants. The User covenants to Playscripts as follows:

3.1 Definition of Amateur Performances. The User acknowledges that "Amateur Performances" shall include any and all performances by living actors in the immediate presence of an audience, as staged by little theaters, community theaters and/or drama associations; colleges, universities, high school and other school groups; churches and other religious institutions; and/or puppetry theaters, clubs, and other amateur organizations or groups therein or connected therewith, (a) irrespective of the size or nature of the audience; (b) regardless of whether or not an admission fee is charged; and (c) regardless of whether the performance is given by paid or unpaid actors and production staff. Amateur Performances does not, however, include performances given by any theater or group using a cast which consists entirely, or of a majority, of paid actors and production staff and/or that has normally been known to handle stock pursuant to one of the Actors Equity Association agreements governing employment of actors.

3.2 Limitation of Licensing. The User acknowledges that Amateur Performance rights

to the Play are controlled exclusively by Playscripts. The User agrees that it shall not perform the Play in a manner inconsistent with the license granted in Section 1 without obtaining prior written permission from Playscripts.

3.3 Restriction of Alterations. The User shall not delete, alter, or make changes of any kind to the Play, including the changing of character gender, the cutting of dialogue, or the alteration of objectionable language, unless granted express written permission by Playscripts. The User shall not alter the title of the Play.

3.4 Use of Approved Script. The User shall only perform the Play as it appears in the Script(s) published and approved by Playscripts.

3.5 Author Credit. The User shall give credit to **Naomi Iizuka** (the "Author") as the sole and exclusive author of the Play. This obligation applies to the title page of every program distributed in connection with performances of the Play, and in any instance that the title of the Play appears for purposes of advertising, publicizing, or otherwise exploiting the Play and/or a production thereof. The name of the Author must appear on a separate line, in which no other name appears, immediately beneath the title and of a font size at least 50% as large as the largest letter used in the title of the Play. No person, firm, or entity may receive credit larger or more prominent than that accorded the Author. The name of the Author may not be abbreviated or otherwise altered from the form in which it appears in the Play.

3.6 Publisher Attribution. The User shall include the following notice in all programs, advertisements, and other printed material distributed or published in connection with the production of the Play:

Produced by special arrangement with Playscripts, Inc.
(www.playscripts.com)

3.7 Other Required Credits. The User shall give credit to any other parties, such as producer credits and commission credits, in the form and manner specified in the Script.

3.8 Prohibition of Unauthorized Copying. The User acknowledges that any unauthorized copying of the Scripts or excerpts from Scripts is strictly forbidden by law. The User agrees that no part of the Scripts shall be reproduced, stored in a retrieval system, or transmitted in any form, by any means now known or yet to be invented, including photocopying or scanning, without prior permission from Playscripts.

3.9 Refund Policy. The User agrees to the following refund policy: (a) the Amateur Royalty (or any portion thereof) applicable to any Amateur Performance of the Play may be refunded by Playscripts only in the event that a scheduled Amateur Performance of the Play is cancelled; *provided, however*, that the User shall have provided Playscripts with written notice of such cancellation(s) prior to the last day of the Run; and (b) the Book Fee is non-refundable.

3.10 Audit Rights. Upon reasonable notice and during normal business hours, the User shall allow Playscripts or its designee to inspect the User's books and records relating to the Play and all Amateur Performances thereof. The User shall make such books and records available in the form in which they are maintained (including digital form as well as print form, if so maintained by the User), and shall provide reasonable assistance during such audit. If a reliable audit shows that Playscripts has been underpaid, the User shall promptly make all necessary royalty payments (with interest on the unpaid amounts at a rate of one percent (1%) per month) and shall reimburse Playscripts for reasonable audit expenses, upon submission of supporting invoices. Without limiting the foregoing, the User expressly agrees to keep and maintain the User's books and records relating to the Play and all Amateur Performances thereof for a period of two (2) years following the Run.

3.11 Infringement penalties. The User acknowledges that under the United States Copyright Act, any person who exercises a copyright owner's exclusive rights without permission may be liable as an infringer; that Playscripts, as the legal and beneficial owner of certain exclusive rights to the Play, is entitled to institute legal action for any infringement of those rights committed while Playscripts owns them; that infringement of a registered work may subject the infringing party to actual damages, statutory damages, and attorneys' fees; and that a court has discretion to award statutory damages in amounts up to one hundred fifty thousand dollars (\$150,000) for willful infringements.

3.12 Playscripts' Right to Terminate. The User acknowledges that Playscripts reserves the right to terminate this Agreement at any time, in its sole discretion. In the event of such termination, the Amateur Royalty previously paid by the User shall be promptly refunded by Playscripts, subject to Section 3.9, and notwithstanding anything to the contrary set forth in Section 4.

4. Indemnification. The User agrees to defend, indemnify and hold harmless Playscripts and its affiliates, shareholders, officers, directors, employees, agents, authors, and contributors from and against any and all claims, damages, costs and expenses, including attorney's fees, arising from or related to (a) use of the Play by the User, or (b) any breach by the User of the terms or conditions of this Agreement.

5. Disclaimer of Warranties. The Play and all related materials or associated documentation are provided "AS IS" without warranty of any kind. The entire risk as to use of the Play and all related materials or associated documentation is assumed by the User. THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE), INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. THE FOREGOING SHALL FURTHER NOT BE ENLARGED OR OTHERWISE AFFECTED BY PLAYSSCRIPTS' RENDERING OF ANY ADVICE OR SERVICE IN CONNECTION WITH THE PLAY OR ANY RELATED MATERIALS OR ASSOCIATED DOCUMENTATION OR THE USER'S USE THEREOF.

6. Limitation of Liability. NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES SUCH AS LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS EVEN IF IT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN ADDITION, IN NO EVENT SHALL THE LIABILITY OF PLAYSRIPTS TO THE USER UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THAT ACTUALLY PAID BY THE USER TO PLAYSRIPTS UNDER THIS AGREEMENT.

7. Miscellaneous.

7.1 Assignment. The User shall not have the right to transfer the performance rights granted by this Agreement to another party. Playscripts may transfer its rights under this Agreement upon written notice delivered to the User.

7.2 Entire Agreement; Inconsistent Terms. The terms and conditions of this Agreement constitute the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous proposals, representations, statements, understandings or agreements, written or oral, express or implied, including but not limited to any other terms provided in any purchase order form provided by User. Playscripts objects to all terms and conditions different from or additional to those in this Agreement, whether or not signed by authorized representatives of the parties. Additional or different terms or conditions will only be valid if expressly agreed to in writing on a document that specifically purports to do so, noted on the face of such document and signed by representatives of both parties. User acknowledges that it did not enter into this Agreement in reliance upon any representation by Playscripts or understanding by User that is not set forth herein. This Agreement can only be modified by a written instrument signed by both parties.

7.3 Governing Law. This Agreement shall be governed by the internal laws of the Commonwealth of Massachusetts, without regard to principles of conflict of laws.

7.4 Jurisdiction. Each party hereby expressly consents to the personal jurisdiction of, and waives any objection to venue in, the state and federal courts located in Suffolk County, Massachusetts for any lawsuit filed there against arising from or related to this Agreement.

7.5 Notices. All notices required by this Agreement shall be sent by regular mail and/or e-mail to the parties at their last known addresses.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date hereof.

Your Performance Royalties Explained

The following text is explanatory only, and is not part of the Agreement.

Before your show: To obtain performance rights, you must pay the performance fees indicated on the invoice above. This is your up-front minimum royalty payment.

After your show: If 8% of your box office receipts (ticket sales) turns out to be greater than this up-front minimum royalty, then you will owe Playscripts the difference. Immediately after your final performance, mail Playscripts a statement of box office receipts signed by your theater's managing director or your school's principal, along with any royalties due.

For example: Say that you pay your up-front minimum royalty fee of \$975.00, and after your show, your total box office receipts turn out to be \$10,968.75. 8% of \$10,968.75 is \$877.50. Since \$877.50 is less than your up-front minimum royalty payment of \$975.00, you only need to send Playscripts your signed box office statement.

On the other hand, what if your total box office receipts turn out to be \$14,625.00? 8% of \$14,625.00 is \$1,170.00, so you owe Playscripts the difference: $\$1,170.00 - \$975.00 = \$195.00$. You would mail in \$195.00 along with your signed box office statement.

In short: You owe the playwright at least \$75.00 per performance, and at most 8% of your actual revenue.