



FOLSOM LAKE COLLEGE
EL DORADO CENTER | RANCHO CORDOVA CENTER

10 College Parkway
Folsom, CA 95630

PURCHASE ORDER NO. CBF15023
PRE-PAYMENT PER ATTACHED PERF AGREEMENT

PO Date: August 1, 2015 Date Required:

Ordered By: DAVID HARRIS Requisition #: 37336

VENDOR: SAMUEL FRENCH
235 PARK AVENUE SOUTH, FIFTH FLOOR
NEW YORK NY 10003

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: 866.598.8449 FAX:

Line #	Item/Description	QTY	UOM	PO Price	Extended Amount
1	PERFORMANCE LICENSING AGREEMENT # 81541/ Customer# 1048544 Between Samuel French (Agent) and Folsom Lake College (Licensee) for Amateur Production of the Play Titled: CLOUD 9 by Caryl Churchill	12.00	EA	\$100.000	\$1,200.00
	THE PLAY SHALL BE PRESENTED BY THE LICENSEE AT VENUE: Harris Center for the Performing Arts 10 COLLEGE PARKWAY, FOLSOM CA 95630				
	PERFORMANCE DATES: April 17, 2015 - May 3, 2015. FOR A TOTAL OF TWELVE (12) PERFORMANCES LICENSEE AGREES TO PAY THE AUTHOR \$100.00 PER				
	FOR A TOTAL OF ONE THOUSAND TWO HUNDRED DOLLARS (\$1200.00). INVOICE#_76584 DATED 5/21/2014				
	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 Kuklin 8/5/14

FOLSOM LAKE COLLEGE
EL DORADO CENTER SERVICES MACHO CORDOVA CENTER

CHECK ONE

ASG(71,72)

College Act. Trust(81)

Foundation(83)

IR(13,14)

Harris Ctr(55)

CAMPUS-BASED REQUISITION

7-28-14
DATE

VENDOR SAMUEL FRENCH

ADDRESS 235 PARK AVE, SOUTH 5TH FLOOR

CITY NEW YORK

STATE NY ZIP 10003

REQ. # CBF 37336

PO REQUIRED(circle one) YES NO

P.O. # CBF 15073

DATE REQUIRED 8-28-14 OR SOONER

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	LICENSE FEE FOR PRODUCTION				
2	"CLOUD 9" LICENSING AGREEMENT # 81541				
3					
4	PERFORMANCE DATES 4-17-2015 - 5-3-2015				1200.00
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	
Sales Tax	
Freight	
TOTAL	<u>1200.00</u>

THEATRE SCOFL 5601 14 FL.VI. ART 10070 10000 1077A \$1,200.00

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 793

Voucher # 37336 Date [Signature]

Warrant # 94-030519 Date [Signature]

MAKE THEATRE HAPPEN!

05/21/2014

Dear David,

Thank you for your interest in producing a Samuel French play!

Please note, this agreement is not a license to perform until the specified payment is received. If full payment of the accompanying invoice has not been received 2 weeks before the first performance date, this agreement shall be cancelled. If you have any questions, please contact our licensing department at (866) 598-8449.

Please read the following document carefully as it explains the necessary procedures for production of a Samuel French play. The following is included:

1. Performance Agreement & Fees
2. Terms and Conditions
3. Samuel French Licensing Checklist

If you decide that you do not want to go forward with your production, please notify your Licensing Representative immediately.

Once your payment is received, your production will be listed on the Samuel French NOW PLAYING map. This online production locator is a popular tool for theatre lovers across the world and can be found at www.samuel french.com/now-playing.

Samuel French scripts are published and available for purchase. To purchase scripts for your production, visit www.samuel french.com.

Best wishes for a successful production!

Jennifer Carter

Samuel French Licensing Department
am.california@samuel french.com





PERFORMANCE AGREEMENT & FEES (AMATEUR PLAY)

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.

Your Performance Agreement was drawn up based on the information from the application that you submitted. If there is a discrepancy, or if a change is required, we must be notified in writing (fax or email is acceptable) as soon as possible. Failure to inform us of any change may constitute a violation of your Agreement. If you have any questions, please contact our licensing department at (866) 598-8449.

PERFORMANCE AGREEMENT

Dated as of ("the Effective Date") **05/21/2014**

This Performance Agreement ("Agreement") is entered into as of the Effective Date by and between Samuel French, Inc., 235 Park Avenue South, Fifth Floor, New York, NY 10003 ("Samuel French") and Theater / Production Co. ("Licensee"): **Folsom Lake College**

Producing Organization Details:

[Customer #] **1048544**
[Address] **10 College Parkway**
[City] **Folsom**
[State] **CA**
[ZIP] **95630**
[Country] **United States**
[Website] **www.falconseyetheatre.com**

Applicant / Contact:

[Contact] **David Harris**
[Email] **harrisd@flc.losrios.edu**
[Phone] **906-608-6760**

regarding amateur production of the Play titled ("the Property"):

Property Title:

"Cloud 9"

By ("Author(s)"):

Caryl Churchill

Venue: **The Harris Center for the Performing Arts**

Total Number of Seats Per Performance: **200**

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

Performance Dates: **04/17/2015 – 05/03/2015** for a total of **12** performances.

Restrictions:

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."



SAMUEL FRENCH PLAY AGREEMENT

SF Rep: Jennifer Carter

Request #: 81541

Acct #: 1048544

FEES

The following fees will be charged for this production:

Type	Category	Description	Fee
Amateur	Performance Fee - Full Minimum Payment		\$1200

TOTAL	\$1200.00
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A copy of the invoice has been emailed to you separately, and must accompany all check payments



TERMS AND CONDITIONS

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:

"Cloud 9" 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:

Title:	Production Credits:
"Cloud 9"	CLOUD 9 by Caryl Churchill

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.

Title:	Production Credits:
"Cloud 9"	

Title:	Bio Requirement:
"Cloud 9"	

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.

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 stated Licensing fees. 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.

5.7 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 submitted in writing in advance of any such performances. Unless the transaction is granted in writing, no such performances may take place.

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

5.9 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.

5.10 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.

5.11 You must include in prominent fashion in every program for your production of the Play the following warning: THE



SAMUEL FRENCH PLAY AGREEMENT

SF Rep: Jennifer Carter
Request #: 81541
Acct #: 1048544

VIDEOTAPING OR MAKING OF ELECTRONIC OR OTHER AUDIO AND/OR VISUAL RECORDINGS OF THIS PRODUCTION IS A VIOLATION OF UNITED STATES COPYRIGHT LAW AND AN ACTIONABLE FEDERAL OFFENSE.

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

Title:	Additional Riders
Cloud 9	

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.



LICENSING CHECKLIST!

Before you start the rehearsals,
make sure you've taken care of these steps!



Don't Forget to...

- Pay your licensing fees to activate your license
- Communicate any changes (dates, venue, etc.) to your licensing rep
- Purchase scripts and supplemental materials from samuel french.com

Break a leg on your production!

Sincerely,
Mr. Samuel French

FOLSOM LAKE COLLEGE
EL DORADO CENTER • RANCHO CORDOVA CENTER

CASH RECEIPT
RECONCILIATION

Depositor: Area 7 TA Date: 12/18/14

Description of Deposit: Refund Samuel French, Inc
PO# CBF15023 Fall 2014

DETAIL OF DEPOSIT:

Checks (list):	Amount:	Currency:	Total:	Coin:	Total:
<u>1/12 12407</u>	<u>100⁰⁰</u>		X 100 =		X 1.00 =
			X 50 =		X .50 =
			X 20 =		X .25 =
			X 10 =		X .10 =
			X 5 =		X .05 =
			X 1 =		X .01 =

Total Checks: 100⁰⁰ Total Currency: 0 Total Coin: 0

(Attach additional list if necessary)

Total Checks, Currency, & Coin: \$ 100⁰⁰

Less Change Fund: \$ 0

Net Deposit: \$ 100⁰⁰

Refund for
1 Performance Date
Area Chg from 12 to 11
Performances/Fall 2014

BANK ACCOUNT TO DEPOSIT TO:

- College Activities Trust (81,89)
- Associated Stu Gov't (71,72)
- Foundation (83)
- General Fund & IR (11,12,13,14)
- Revolving
- Separate Deposit Slip Required

BUDGET TO DEPOSIT TO:

Acct. Name: GENFD Clearing Speedcode 99999 \$ 100⁰⁰

Acct. Name: ABATE, SCOP Speedcode _____ \$ _____

5601, 14, FL.VI.ARD7 10070, UD000, 077A \$ 100⁰⁰

Account Fund Department Program Class Proj/Grt \$ _____

Preparer's Signature

Cashier's Signature

White-Business Services (DSR)

Yellow-Business Services (Other)

Pink-Depositor

SAMUEL FRENCH, INC.

Check Number 12407

Issued From: Samuel French, Inc.

Issued To: 0001048544 Folsom Lake College

12/09/14

Invoice number	Invoice Date	Payment Reason	Amount [USD]
RIGHTSLINE_TRX_97271_CR	Dec 9, 2014	Cancelled performance refund	100.00
	Totals		100.00

Vendor Refund for C/O to PO - CBF15023
 TA reduced number of performances from
 12 to 11.

FIC BUSINESS SERVICES
 2014 DEC 17 A 7:21

Abate: SC0FL 5601 14 FL.VI. ARO7 0000 077A



SAMUEL FRENCH, INC.
 235 PARK AVENUE SOUTH
 NEW YORK, NY 10003
 1-866-598-8449 www.samuel french.com

JPMORGAN CHASE BANK, N.A.
 NEW YORK, NY 10017
 1-12/210

12407

12/09/2014

PAY ***One hundred dollars and 00/100***

DOLLARS

\$ *** 100.00*

TO THE ORDER OF

Folsom Lake College
 Attn: B.Haney
 10 College Parkway
 Folsom CA 95630

AUTHORIZED SIGNATURE

SECURITY LOCKS WILL DISAPPEAR WHEN COPIED OR WITH NORMAL BODY HEAT

⑈0000012407⑈ ⑆021000128⑆ 88500638361⑈



INVOICE #: 97271

DUE DATE*: 4/3/2015

INVOICE DATE: 08/22/2014

**If no date is supplied, then payment is due thirty (30) days from date of this document.*

Producing Organization: Folsom Lake College

Title: "Cloud 9"

Performance Dates: 04/17/2015 – 05/03/2015

Licensing Agreement Number: 81541

BILL TO:	
Folsom Lake College ACCT #: 1048544 10 College Parkway Folsom, CA, 95630 United States	PO #:

FEES DUE:

Type	Category	Description	Fee
Amateur	Performance Fee - Full Minimum Payment		\$1100

TOTAL	\$1100.00
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Payment Options:

We accept Visa, MasterCard, American Express, and Discover, ACH payments (e-Check), standard checks, and money orders to pay for licensing fees. Licensing Fees must be paid in USD, and, if paying by check or money order, must be in USD from a US bank.

Please note that when paying for a license there is a 4% non-refundable processing fee for credit card transactions.

To pay with a check or money order, mail with a copy of the invoice to: Samuel French, Inc., 235 Park Avenue South, Fifth Floor, New York, NY 10003.

If you have any questions, please contact our licensing department at (866) 598-8449. If you decide that you do not want to go forward with your production, please notify your Licensing Representative immediately.

Once your payment is received, your production will be listed on the Samuel French NOW PLAYING map. This online production locator is a popular tool for theatre lovers across the world and can be found at www.samuel french.com/now-playing.





SAMUEL FRENCH PLAY AGREEMENT

SF Rep: Jennifer Carter
Request #: 81541
Acct #: 1048544

FEES

The following fees will be charged for this production:

Type	Category	Description	Fee
Amateur	Performance Fee - Full Minimum Payment		\$1100

TOTAL	\$1100.00
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A copy of the invoice has been emailed to you separately, and *must* accompany all check payments

From: [Haney, Brenda](#)
To: [Russo, Renee](#)
Cc: [Williams, David](#)
Subject: RE: Samuel French License_ Revisions re: Cloud 9 _Spring 2015 TA Productions
Date: Wednesday, August 27, 2014 4:17:40 PM

Hi Renee –

In response to your VM message this morning - these three items are the only things BSO will need from you to adjust PO and expenditure for Samuel French . I will take care of Change Order.

- 1) Revised Invoice
- 2) Revised Licensing / Performance Agreement & Fees Contract
- 3) Provide revised list of performance dates.

Hope that helps to clarify.

Thank you,

Brenda Haney

Business Services

Folsom Lake College | 10 College Parkway | Folsom, CA 95630

☎ 916.608.6635 | ✉ haneyb@flc.losrios.edu

From: Haney, Brenda
Sent: Wednesday, August 27, 2014 7:58 AM
To: Russo, Renee
Cc: Williams, David
Subject: RE: Samuel French License_ Revisions re: Cloud 9 _Spring 2015 TA Productions
Importance: High

Renee –

All invoices sent to or obtained by your Area must be forwarded to Business Services.

- Please forward original vendor email w/ invoice or submit original hardcopy invoice by inter-campus mail. BSO will take care of reconciling payments to vendor.

As your Area requisitioned for 12 performances, PO and payment were issued for that amount. If production is now changed to 11 performances the following is required:

- 1) Revised Invoice
- 2) Revised Licensing / Performance Agreement & Fees Contract
- 3) Provide revised list of performance dates.

In the future when TA wants to makes changes regarding previously submitted REQ/PO - a Change Order needs to be submitted to BSO – prior to initiating change with vendor.

Thank you,

Brenda Haney

Business Services

Folsom Lake College | 10 College Parkway | Folsom, CA 95630

☎ 916.608.6635 | ✉ haneyb@flc.losrios.edu

From: Russo, Renee

Sent: Tuesday, August 26, 2014 4:47 PM

To: Haney, Brenda

Cc: Russo, Renee

Subject: Samuel French License

Hello Brenda,

David H, sent me a revised invoice from Samuel French. I had already sent in the req for payment of \$1200.00. The new invoice is for \$1100.00. Have you sent in for payment? Do I just revise and send you the new invoice? Please let me know how to proceed.

Renee Russo

608-6529

"I love the sound of deadlines. I love the whooshing noise they make as they go by." ~ Douglas Adams

From: PAC-InstrWrkrm-Canon@flc.losrios.edu [<mailto:PAC-InstrWrkrm-Canon@flc.losrios.edu>]

Sent: Tuesday, August 26, 2014 1:32 PM

To: Russo, Renee

Subject: Attached Image