

FOLSOM LAKE COLLEGE
EL DORADO CENTER | RANCHO CORDOVA CENTER

10 College Parkway
Folsom, CA 95630

PURCHASE ORDER NO. CBF16051B

THEATRE ARTS PROGRAM

PO Date: Dec 17, 2015 Date Required: April 15, 2016

Ordered By: DAVID HARRIS Requisition #: 38712

VENDOR: MTI Enterpries Inc. dba Music Theatre Internatio
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 THE WHO'S TOMMY Six (6) Performances - From: April 15 - 23 2016 Contract# 9346422 / MTI Account# 0058187	6.00	EA	\$825.000	\$4,950.00
2	RENTAL Standard Rehearsal Set of Materials per Contract. Rehearsal Set to Include: 1 - BACKING TRACKS 20 - LIBRETTO/VOCAL BOOKS 2 - PIANO CONDUCTOR'S SCORE	1.00	SET	\$650.000	\$650.00
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 Only.	1.00	EA	\$52.000	\$52.00
	ENCLOSED: PRE-PAID CHECK# FL01606 \$400 SECURITY FEE DEPOSIT				
	* ESTIMATED OPEN PO BALANCE = \$5,652.00				
	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

12/18/15 Mailed to Vendor

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

ENTERED
Logins

AUTHORIZED SIGNATURE AND DATE

Kathleen Gekler 12/17/15

**FOLSOM LAKE COLLEGE
REVOLVING FUND ACCOUNT**

10 College Parkway • Folsom, CA 95630
P: (916) 608-6549

CHECK NO. **FL-01606**

DATE 12/17/2015

GENFD: NOT TO EXCEED \$500
VENDOR NO. 0000003279
LOCATION 09

CBFUND: NOT TO EXCEED \$1,000
VENDOR NO. 0000000001

TO MTI ENTERPRISES, INC dba Musical Theatre International
421 West 54th Street, 2nd Floor
New York, NY 10019

REULREIMB 94-030788

REQUISITIONED BY
PO#_CBF16051B Folsom Lake College

SCOFL	5601	13	FL.VI.AR07	10070	00000	2016	077A	400.00
BUS UNIT	ACCOUNT	FUND	DEPARTMENT (ORG)	PROGRAM	CLASS	BY	PROJECT/GRANT	AMOUNT

BUS UNIT	ACCOUNT	FUND	DEPARTMENT (ORG)	PROGRAM	CLASS	BY	PROJECT/GRANT	AMOUNT

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EST. TOTAL AMOUNT
1.00	EA	SECURITY FEE FOR: Account# 0058187, Contract# 9346422 Folsom Lake College SHOW: THE WHO'S TOMMY	400.000	400.00

RECEIVED BY: _____
DATE: _____

12/18/15 Mailed to Vendor.

**FOLSOM LAKE COLLEGE
REVOLVING FUND ACCOUNT**

10 College Parkway • Folsom, CA 95630
(916) 608-6549

**BANK OF AMERICA
GOVERNMENT BANKING**

CHECK No. **FL-01606**

December 17, 2015

DATE: _____ 11-35
1210

Pay to the order of:

MTI ENTERPRISES, INC. *****

400.00

\$

FOUR HUNDRED AND 00/100 *****

DOLLARS

*THIS CHECK VOID 6 MONTHS
FROM DATE DRAWN

ENTERED
Logins

NON-NEGOTIABLE

EL DORADO CENTER | RANCHO CORDOVA CENTER
ELIZABETH 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)

2015 DEC 11 F 2 07
CAMPUS-BASED REQUISITION

DATE Dec. 4, 2015
 VENDOR Enterprises, Inc. MTI Production Company
 ADDRESS 421 W. 54th Street
 CITY New York
 STATE NY ZIP 10019

REQ. # CBF 38712
 PO REQUIRED(circle one) YES NO
 P.O. # CBF 16051B
 DATE REQUIRED _____

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Contract # 9346422				
2	"The Who's Tommy" licensing fees	6	EA	\$825 -	\$4,950.00
3	contract expiration 1/15/16 SIX				
4	performances dates: 4/15/16 - 4/23/16				
5	STANDARD SET RENTAL	1	EA	650.00	650.00 TX
6					
7	SECURITY FEE PA CK# FL01606 12/17/15	1	EA	400.00	400.00
8					
9					
10					

Check Distribution

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

Sub-Total	\$25.00
Sales Tax	52.00
Freight	0
TOTAL	825.00

BAT \$6,000

BAT ~~6,480.00~~
 6,052.00
 \$4057.00
~~6,480.00~~

Shatre Arts	SCOFL	5601	\$	13	FL.VI	AR07	10070	00000	077A	\$ 825.00
Account Name	Bus Unit	Account	Fund	Department	Program	Class	Project	Amount		
Shatre Arts	SCOFL	5601	14	FL.VI	AR07	10070	00000	077A	\$ 2423.00	
Account Name	Bus Unit	Account	Fund	Department	Program	Class	Project	Amount		

AUTHORIZED David Hamis
 Club Officer/Requestor
APPROVED [Signature]
 Faculty Advisor/Administrator

Business Services Use Only
 Budget Checked _____ Vendor ID _____
 Voucher # ① CBF-16051 - Deposit Date 1/2/16
 Warrant # ① 94-030788 Date 1/2/16

CONTRACT CONFIRMATION

COMPLETE THIS COPY AND RETURN TO MTI

Your MTI Rep: MICHAEL MACAIONE
 Your MTI Account Number: 0058187
 Contract No: 9346422 Printed On: 12/04/15

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: FOLSOM LAKE COLLEGE
 Name of Show: THE WHO'S TOMMY
 Name and address of performance space/venue: STAGE ONE/HARRIS CENTER
 10 COLLEGE PARKWAY, FOLSOM, CA 95630

Date(s) of performance(s): 04/15/2016 - 04/23/2016
 Please list number of performances for each calendar month: SIX TOTAL 4/15, 4/16, 4/17, 4/21, 4/22, 4/23
 Contract Expires: 01/15/2016

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. If Alternate Orchestration, and more than one alternate orchestration exists, please indicate which version - ie: 17 piece or 13 piece)

ROYALTY: Royalty A for 6 performance(s) @ \$ 825.00 per performance, a total of \$ 4,950.00

RENTAL: \$650.00 for a standard set of materials or any part thereof \$ 650.00

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% \$ 52.00

TOTAL: \$ 6,052.00

TOTAL AMOUNT ENCLOSED: CIC # FL01606 \$ < 400.00 >

OUTSTANDING OBLIGATIONS: \$ 5,652.00

SHIPPING

Shipment is made by UPS or FEDEX Ground Service 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 - Theatre Arts

(NO P.O. BOXES) 10 College PKWY

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 Kirklin TITLE Vice President, Admin Svcs

AUTHORIZED SIGNATURE Kathleen Kirklin DATE 12/17/15

DAYTIME TELEPHONE 916.608.6635 EMAIL haneyb@flc.lasrios.ed

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

CONTRACT CONFIRMATION

COMPLETE THIS COPY AND RETURN TO MTI

Your MTI Rep: MICHAEL MACAIONE
 Your MTI Account Number: 0058187
 Contract No: 9346422 Printed On: 12/04/15

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: FOLSOM LAKE COLLEGE
 Name of Show: THE WHO'S TOMMY
 Name and address of performance space/venue: STAGE ONE/HARRIS CENTER
 10 COLLEGE PARKWAY, FOLSOM, CA 95630

Date(s) of performance(s): 04/15/2016 - 04/23/2016 Contract Expires: 01/15/2016
 Please list number of performances for each calendar month: SIX TOTAL 4/15, 4/16, 4/17, 4/21, 4/22, 4/23

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. If Alternate Orchestration, and more than one alternate orchestration exists, please indicate which version - ie: 17 piece or 13 piece)

ROYALTY: Royalty A for 6 performance(s) @ \$ 825.00 per performance, a total of \$ 4950.00

RENTAL: \$650.00 for a standard set of materials or any part thereof \$ 650.00

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. Failure to do so may result in a delay in the processing of your license. \$ 400.00

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% \$ 480.00 ^{52.00 BH}

TOTAL: \$ 6,480.00 ^{6052.00 BH}

TOTAL AMOUNT ENCLOSED: \$ <400.00

OUTSTANDING OBLIGATIONS: \$ 5,652.00

SHIPPING

Shipment is made by UPS or FEDEX Ground Service 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 THEATRE ARTS

(NO P.O. BOXES) 10 COLLEGE PKWY

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 DAVID HARRIS TITLE PROFESSOR

AUTHORIZED SIGNATURE [Signature] DATE 12/4/15

DAYTIME TELEPHONE 916 608 6760 EMAIL Harrisd@folsomlac.edu

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

MTI PRODUCTION CONTRACT

Your MTI Rep: MICHAEL MACAIONE
Your MTI Account Number: 0058187
Contract No: 9346422 Printed On: 12/04/15

Licensee:

FOLSOM LAKE COLLEGE
ATTN.: DAVID HARRIS
BUSINESS SERVICES
10 COLLEGE PARKWAY
FOLSOM, CA 95630

Contract Issue Date: 12/04/15
Contract Expiration Date: 01/15/16
Valid For Performances From: 04/15/16 - 04/23/16

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

THIS IS A LICENSE FOR AN AMATEUR PRODUCTION OF:
THE WHO'S TOMMY

SPECIAL CONDITIONS

ROYALTY

ROYALTY A) \$825.00 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

\$650.00 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

ADDITIONAL MATERIALS

Your MTI Rep: MICHAEL MACAIONE
 Your MTI Account Number: 0058187
 Contract No: 9346422 Printed On: 12/04/15

STANDARD RENTAL SET

THE WHO'S TOMMY
 Your Standard Rental Set of Materials will include:

- Rehearsal Set:**
 25 LIBRETTO/VOCAL BOOK
 2 PIANO CONDUCTOR'S SCORE ACT 1
 2 PIANO CONDUCTOR'S SCORE ACT 2
 1 STUDY GUIDE

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			= \$ _____
LIBRETTO/VOCAL BOOK (Replacement Fee \$25.00)	_____ x	\$ 6.25	= \$ _____
PIANO CONDUCTOR'S SCORE ACT 1 (Replacement Fee \$60.00)	_____ x	\$ 15.00	= \$ _____
PIANO CONDUCTOR'S SCORE ACT 2 (Replacement Fee \$60.00)	_____ x	\$ 15.00	= \$ _____
STUDY GUIDE	_____ x	\$ 5.95	= \$ _____
ADDITIONAL ORCHESTRA PARTS (Replacement Fee \$60.00) (Attach ORCHESTRATION sheet with additional parts required marked - list total quantity of parts above)	_____ x	\$ 15.00	= \$ _____
THEATRICAL RESOURCES			= \$ _____
LOGO PACK	_____ x	\$ 50.00	= \$ _____
PRODUCTION SLIDES	_____ x	\$ 250.00	= \$ _____
REFERENCE RECORDING	_____ x	\$ 20.00	= \$ _____
REHEARSCORE+	_____ x	\$ 300.00	= \$ _____
TV COMMERCIAL (Replacement Fee \$400.00)	_____ x	\$ 100.00	= \$ _____
T-SHIRT SIX PACK: ADULT MEDIUM	_____ x	\$ 80.00	= \$ _____
T-SHIRT SIX-PACK: ADULT LARGE	_____ x	\$ 80.00	= \$ _____
T-SHIRT SIX-PACK: ADULT SMALL	_____ x	\$ 80.00	= \$ _____
T-SHIRT SIX-PACK: ADULT X-LARGE	_____ x	\$ 80.00	= \$ _____
T-SHIRT SIX-PACK: ADULT XX-LARGE	_____ x	\$ 80.00	= \$ _____
T-SHIRT SIX-PACK: CHILD LARGE	_____ x	\$ 80.00	= \$ _____
T-SHIRT SIX-PACK: CHILD MEDIUM	_____ x	\$ 80.00	= \$ _____
T-SHIRT SIX-PACK: CHILD SMALL	_____ 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: 9346422 Printed On: 12/04/15

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	_____	DRUMS	CHINESE CYMBAL, COWBELL, KIT, SIREN, TAM-TAM TAMBOURINE, TYMPANI
1	_____	ELECTRIC BASS	
1	_____	GUITAR 1	
1	_____	GUITAR 2	
1	_____	HORN	
1	_____	KEYBOARD 1	
1	_____	KEYBOARD 2	
1	_____	KEYBOARD 3	

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL ORCHESTRATION

BILLING CREDITS

Your MTI Rep: MICHAEL MACAIONE
Your MTI Account Number: 0058187
Contract No: 9346422 Printed On: 12/04/15

SHOW BILLING CREDITS

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

THE WHO'S TOMMY
Music and Lyrics by PETE TOWNSHEND
Book by PETE TOWNSHEND AND DES MCANUFF
Additional Music and Lyrics by JOHN ENTWISTLE and KEITH MOON

Originally Produced on Broadway by
PACE THEATRICAL GROUP and DODGER PRODUCTIONS
with
Kardana Productions

"You agree to include the following credit in all programs and in any other materials issued by or under your authority that specifies the history and development of TOMMY: The Rock Opera TOMMY, which was first performed by The Who in 1969, was originally conceived by Peter Townshend and Kit Lambert with contributions to the development by John Entwistle, Keith Moon and Roger Daltrey."

When projections are rented from MTI, the following credit must be added to the above: "Original projections created by Wendall K. Harrington"

MTI BILLING

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

THE WHO'S TOMMY
Is presented through special arrangement with Music Theatre International (MTI).
All authorized performance materials are also supplied by MTI.
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 certain titles, where a limited video license is available for \$75.00 and you have purchased that license.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

PERFORMANCE LICENSE

SECTION I

Your MTI Rep: MICHAEL MACAIONE
Your MTI Account Number: 0058187
Contract No: 9346422 Printed On: 12/04/15

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

Please read this Performance License carefully and keep this copy for your records.

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.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

PERFORMANCE LICENSE

SECTION II

Your MTI Rep: MICHAEL MACAIONE
Your MTI Account Number: 0058187
Contract No: 9346422 Printed On: 12/04/15

Please read this Performance License carefully and keep this copy for your records.

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.

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.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

PERFORMANCE LICENSE

SECTION III

Your MTI Rep: MICHAEL MACAIONE
Your MTI Account Number: 0058187
Contract No: 9346422 Printed On: 12/04/15

Please read this Performance License carefully and keep this copy for your records.

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.

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.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

V # 585

****Please give this form to your BUSINESS OFFICE or PURCHASING DEPARTMENT****
Your organization may require MTI's W-9 before it can pay amounts due under your license.
Questions? Email: ap@mtishows.com.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
MTI Enterprises, Inc. d/b/a

2 Business name/disregarded entity name, if different from above
Music Theatre International

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) > _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) > _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
421 West 54th Street, 2nd Floor

6 City, state, and ZIP code
New York, NY 10019

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Notes. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
OR									
Employer identification number									
1	3	-	2	9	7	6	4	6	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person > Michelle La Robison Date > 8/14/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

This document is intentionally included for organizations that require MTI's W-9. Please give this form to your **BUSINESS OFFICE or PURCHASING DEPARTMENT**