

SAMUEL FRENCH PLAY AGREEMENT

MAKE THEATRE HAPPEN!

SF Rep: **Glenn Halcomb**

Transaction #: 34630

Acct #: 0

07/29/2013

Dear Mary,

Thank you for your interest in mounting 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!

Glenn Halcomb

Samuel French Licensing Department
am.southeast@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") **07/29/2013**

This Performance Agreement ("Agreement") is entered into as of the Effective Date by and between Samuel French, Inc., 45 W. 25th St., New York, NY 10010 ("Samuel French") and Theater / Production Co. ("Licensee"): **McCracken County High School**

Details:

[Customer #]	0	[Contact]	McCracken County High School
[Address]	6530 New Highway 60 West	[Email]	mary.bowden@mccracken.kyschools.us
[City]	Paducah	[Phone]	2705384041
[State]	KY	[Website]	mccrackencountyschools.net
[ZIP]	42001		
[Country]	United States		

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

"Our Town "

By ("Author(s)"):

Thornton Wilder

Venue: **McCracken County High School**

Total Number of Seats Per Performance: **780**

Ticket Prices from: **\$5 to \$10.**

Performance Dates: **11/14/2013 – 11/16/2014** for a total of **4** 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."



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FEEES

The following fees will be charged for this production:

Type	Category	Description	Fee
Amateur	Performance Fee - Full Minimum Payment		\$880

TOTAL	\$880.00
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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:

"Our Town" 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:

OUR TOWN
by Thornton Wilder

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.

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

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

5. General Terms and Conditions.

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

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

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

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

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

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

5.7 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 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

OUR TOWN is to be presented as it appears in published form and the author's intent will be respected in the production. No changes, interpolations, additions or deletions to the script are allowed. This includes, but is not limited to, characters and characterization, settings, text and time periods.

THIS CONTRACT IS FOR LIVE STAGE PRODUCTIONS ONLY; NO OTHER RIGHTS ARE HEREIN GRANTED.

Samuel French, Inc. on behalf of the Owner(s) reserves all other rights in the Work, whether such rights are now known or shall hereafter come into existence. The said rights reserved shall include, without limiting the generality of the foregoing, all motion picture rights, television and cablevision rights, radio rights, stage rights other than those licensed hereunder, mechanical rights, recording rights and the publication rights of all kinds.

To celebrate the 75th Anniversary of OUR TOWN in 2013, The Thornton Wilder Family has generously made available Artwork for the Licensee's use in conjunction with their production of OUR TOWN The Licensee is requested to use this approved artwork for advertising, press, printed materials, website and marketing of the play. There are three versions of the Artwork which will be provided to you under separate cover and you are invited to use whichever version(s) you choose.

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



Get the name of your cast and crew in print with Samuel French Special Editions!

Sell in advance like Girl Scout Cookies or Entertainment Coupon Books!



The Samuel French Special Edition is a customized script specific to your production. These Special Editions are a powerful fundraising tool that can be sold in your lobby and throughout your community to family, friends and neighbors.

Special Editions look exactly the same as the professional scripts you find at Samuel French, but have custom material from your production! In addition to containing the text of the play, the script will also include:

- **Your cast and crew list!**
- **Cast photos** from your production.
- A Production Page complete with **space to list your crew, orchestra, production team and special thanks.**
- **Autograph pages** – your cast can pre-sign the books, and audience members can purchase scripts with their signatures!



And right now, you can get your Special Edition at a Special Introductory Price! \$9.99 per book!

This introductory price means that if you sell the scripts in your lobby at the recommended \$15-\$20 resale, you could be making up to \$10 for your theatre organization **PER BOOK! Sell 100 books, and you'll be making \$1,000 in the snap of a finger** - think of all the costumes, set pieces and supplies that will buy.

Beyond being a unique way to commemorate your production, we know that everyone will want a copy of these beautiful, personalized scripts! **These Special Edition Scripts will be a cherished keepsake of your production for years to come.**

If you're interested in having your Samuel French production be part of the initial launch of this exciting new program, email us at specialeditions@samuel french.com or call 1-866-598-8449 ext 143 and start Fundraising today!