



THE LICENSING COMPANY LIMITED, 20 DENMARK STREET, LONDON, WC2H 8NE
+44(0)20 3468 8584

LICENSE AGREEMENT

A. LICENSING TERMS AND CONDITIONS

I. Rights Granted/Rights Reserved/Copyright Requirements

You are hereby granted the non-exclusive right to present the live public performance of the Play as contained in the performance materials provided and only for the number and dates of performances and at the venue as set forth in the Production Terms Rider herein.

You may not add new music, lyrics, dialogue or anything to the Play as provided for in the performance material. You may not delete in whole or in part any material as provided and 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 (including their gender), or characterizations in the presently existing Play.

You agree that any proposed change, addition, omission, interpolation, or alteration in the music, lyrics, or book of the Play shall first be submitted in writing to The Licensing Company (THE LICENSING COMPANY) if permission is granted by the Authors, THE LICENSING COMPANY will advise you in writing.

This License Agreement does not include the right to the original choreography, costume designs, staging, direction, or scenery designs of the Play and any use of said elements is strictly prohibited. THE LICENSING COMPANY and/or the Authors shall not be obliged at any time to make any payment or offer rights participation to any person(s) whom you may hire to direct, choreograph, stage, design or otherwise participate creatively with your production.

This license does not grant you, or any third party, the right to make, use and/or distribute any recording or reproduction of the Play or any portion of it by any means whatsoever, including, but not limited to videotape or video disc (DVD or Digital), film, sound recording (CD), and other digital sequencing or storage/sequencing system. You shall not broadcast, transmit and/or electronically post any portion of the Play including, without limitation, musical selections by any means whatsoever, including but not limited to television, radio, satellite, pay or cable television or the Internet including but not limited to YouTube or iTunes.

You have the right for advertising and promotional purposes, to publicize your production via print, your organization's website, Internet, radio and television (radio, television or Internet commercials shall be limited to excerpt usage of no more than 30 seconds).

You must give the author/creators billing credits, as specified in the Production Terms Rider, on the first page of credits in all programs, your organization's website and on posters, displays and in all other advertising announcements of any kind. Additionally, when providing cast/creative team bios in your program, you must include bios for the authors as provided by The Licensing Company. You must include the following warning in your program:

"The video or audio recording of this performance by any means is strictly prohibited."

You must give appropriate credit to The Licensing Company on all posters, fliers, advertisements, on your organization's website and on the title page of your programs in the following manner:

*"The Osmonds : A New Musical is presented through special arrangement with The Licensing Company.
www.thelicensingcompany.com*

You are hereby granted the right to use the logo art as provided by THE LICENSING COMPANY on all posters, fliers, advertisements, on your organization's website and on the title page of your programs.

You may not create merchandise based on the Play, whether for sale or distribution, without written permission and license from The Licensing Company.

Any original designs for artwork, logos or merchandise shall first be submitted in writing to The Licensing Company (THE LICENSING COMPANY). If permission is granted to use original design, THE LICENSING COMPANY will advise you in writing.

Any violation of these provisions is expressly prohibited by law and shall result in the automatic termination of this License Agreement. THE LICENSING COMPANY reserves the right, in its sole discretion, to revoke this License Agreement by sending written notice to you at any time prior to THE LICENSING COMPANY's receipt of both a signed Production Terms Rider and payment in full.

Nothing in this Agreement shall be deemed to create a partnership, joint venture, or agency relationship between the Licensor and the Licensee

This Agreement is deemed to be made in England and shall be construed in accordance with English Law and subject to the non-exclusive jurisdiction of English courts.

Licensee represents and warrants that (a) all of the information provided to The Licensing Company, both orally and in writing, in connection with the production of the Work and/or otherwise is accurate and correct, (b) Licensee will present the Work in accordance with the terms and conditions set forth in this Agreement, and (c) Licensee will be fully responsible for the manner in which Licensee's production of the Work is performed. Licensee hereby indemnifies The Licensing Company the Author(s) and other copyright-owner(s) of the Work, and their respective principals, shareholders, officers, directors, parents, subsidiaries, agents, employees, representatives, administrators, trustees, beneficiaries, successors and assigns from and against any claim, or threat of claim, arising out of (a) the breach or alleged breach by Licensee of any of Licensee's representations, warranties, obligations, or agreements under this Agreement and/or (b) Licensee's production of the Work including the performance, preparations, advertising and marketing thereof.

If any provision of this Agreement is held to be invalid, illegal or unenforceable by any court or competent authority, such provision shall, to the extent required, be deemed severed from this Agreement and shall not affect the validity or enforceability of the remaining provisions, which shall continue in full force and effect.

A person who is not a party to this Agreement shall have no rights under the **Contracts (Rights of Third Parties) Act 1999** to enforce any term of this Agreement, but this shall not affect any right or remedy of a third party which exists or is available otherwise than under that Act.

II. Performance Terms and Conditions

THE LICENSING COMPANY must receive a signed copy of the Production Terms Rider, accompanied by payment in full by the expiration date indicated on the first page of the Production Terms Rider or prior to your first performance; whichever occurs sooner, or this License Agreement shall automatically terminate. You may not advertise, announce, sell tickets or present any performances until receipt and acknowledgement by us of the Production Terms Rider and payment.

If any of the conditions set forth in the Production Terms Rider or at any time during your performance run have changed in any way (including the cancellation or addition of performance(s), ticket price adjustments or change of performance dates or venue), you must notify The Licensing Company in writing immediately, and The Licensing Company must approve all such changes before they may take effect. You are advised that any changes to the conditions set forth in the Production Terms Rider may modify the fees quoted in the Production Terms Rider. Furthermore, if you cancel the entire performance, a cancellation fee of 10% of the total fees due for royalty, but in no event less than \$100 per performance, will apply and forfeiture of the performance materials fees will occur. It is understood that the advance fee payment due upon execution of this contract is non-refundable under all circumstances including but not limited to cancellation of the performance(s), failure to stage the Play, or termination of the Agreement. The fee for performance materials is required, notwithstanding the non-use of said materials. Furthermore, you understand that, even if you do not present the Play, you could be obligated to pay the fees set forth in this License Agreement.

Should you desire to present performances in addition to those provided for in the Production Terms Rider, you agree to make additional royalty and performance materials payments for any and all performances in addition to those already licensed. You agree not to announce, sell tickets or present the Play for such additional performances without the prior written permission of THE LICENSING COMPANY AND the payment of the additional royalty and performance material fees due.

You shall not perform excerpts, scenes or musical numbers from the Play for promotional, competitions, festivals or any other reason without THE LICENSING COMPANY's prior written consent.

You agree to reserve two (2) complimentary tickets (if requested) for the use of The Licensing Company and the Authors(s) for each performance and The Licensing Company agrees not to sell said tickets.

Under no conditions can this License Agreement and/or the Performance Materials be assigned, sublicensed or transferred to any other person, corporation or entity. This License Agreement constitutes the entire understanding between the parties hereto and shall be governed by English Law, and any dispute arising out of or under this License agreement shall be litigated only in the English courts and in no other forum.

You shall submit to us, within seven (7) days following demand by us, a sworn statement setting forth the total number of performances presented and the precise date and place of each such performance.

You agree to keep and maintain financial records in which you shall record all items in connection with the production and presentation of the Play. Such records shall be open during business hours for inspection by THE LICENSING COMPANY or its representatives at your office, and THE LICENSING COMPANY shall have the right to make copies of and take extracts from such records. THE LICENSING COMPANY's right of the inspection under this License shall continue for twelve (12) months following the date of the last performance licensed under the terms of this agreement.

The rights granted herein are conditioned upon your fulfillment of all obligations set forth in this License Agreement including the timely payment of all royalty and performance materials fees in U.S. funds when due.

If you default in the execution of any of the terms of this License Agreement, then in addition to any and all other remedies which THE LICENSING COMPANY might have at law, you agree that THE LICENSING COMPANY shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse THE LICENSING COMPANY for any expenses incurred by us in enforcing our rights herein, including, but not limited to attorneys' fees, telephone, fax, courier and postage charges and collection expenses. You warrant and represent that the information you have provided THE LICENSING COMPANY both orally and in writing is accurate and correct and you agree that in the event such information proves to be false or incorrect, or if you fail to fulfill or comply with any of the obligations, terms or conditions set forth herein, then this License Agreement shall automatically terminate, but you shall nevertheless remain liable for any payments which may be due THE LICENSING COMPANY hereunder and all of our rights and remedies against you shall be preserved.

THE LICENSING COMPANY makes no representations or warranties other than that it has the right to enter into and perform this License Agreement.

All rights in and to the Play other than those specifically licensed to you under the terms of this License Agreement are reserved to THE LICENSING COMPANY, with the unrestricted right on the part of THE LICENSING COMPANY 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 Agreement.

You hereby indemnify THE LICENSING COMPANY and the Author(s) and/or Copyright Owner(s) of the Play from and against any claim arising out of the breach or alleged breach by you of any of your representations, warranties or agreements and terms herein.

You shall keep all terms and conditions of this License Agreement, including all Royalty and Performance Materials fees, strictly confidential.

III. Performance Materials

Provided we have received a signed copy of the Production Terms Rider and the full applicable royalty advance and performance materials fees, the performance materials will be digitally delivered no later than twelve (12) weeks prior to the first performance.

We make no representation as to the adequacy, suitability and/or condition of the performance materials.

You shall pay shipping charges for materials that we supply to you, as well as all customs charges, duties and the like in connection with shipments of materials. We ship by U.S. Postal Service, UPS, Federal Express or other carriers at our sole option.

You understand that the performance materials cannot be used for any purpose other than as stated in this License Agreement and that you and /or anyone connected with your organization may not copy, reproduce, sell, electronically store or post to the Internet or otherwise distribute such performance materials.

The performance materials are the ONLY acting edition authorized by the Author(s) and must be licensed from us as a condition of this License Agreement.

The Performance Materials can ONLY be used for the performance of the Play on the dates specified in the Production Terms Rider and cannot be used for any subsequent production, presentation or performance.

You are not required to return any part of your performance materials.

LICENSE AGREEMENT

B. PRODUCTION TERMS RIDER

CUSTOMER INFORMATION

Account number	030727	Rep code	CW001
		Title	The Osmonds: A New Musical
Attn:	Kassi Bybee	Performance Dates	30 Jul – 14 Aug 2027
Organization name	Peery's Egyptian Theatre		
Address	2415 Washington Blvd		
City, State, Zip	Ogden, Utah, 84401		

This License Agreement is for a professional production of **THE OSMONDS: A NEW MUSICAL**

PLEASE CONFIRM ALL INFORMATION. COMPLETE ALL REQUIRED PARTS OF THE ORDER FORM ON THE REVERSE SIDE AND RETURN ONE SIGNED COPY ALONG WITH FULL PAYMENT. PLEASE PRINT.

Performances Dates (week ending): 30 Jul – 14 Aug 27 (14 Performances)

Venue name & Address:

Peery's Egyptian Theatre
2415 Washington Boulevard
Ogden
UT 84401

ROYALTY FEES:

Total Royalties Due \$17,684.20

Royalty Advance (due upon signing): \$5000.00

PERFORMANCE MATERIALS FEES: Provided we have received a signed copy of this Production Terms Rider and the full applicable royalty and performance materials fees, the performance materials will be digitally delivered no less than six weeks prior to the opening performance.

PERFORMANCE MATERIALS SET: \$1100.00

25 x Libretto / Vocal Books
2 x Piano Vocal Scores

ORCHESTRATION*:

Keyboard 1
Keyboard 2
Drums
Bass Guitar
Guitar 1
Guitar 2
Trumpet
Trombone
Reed 1

BILLING CREDITS:

To Be Provided by The Licensing Company

NOTE: The names of the Authors shall be equal in size, type, coloring, boldness, and prominence. No billing shall appear in type larger or more prominent than the billing to the Authors except for the title of the play.

COMPLETE ALL REQUIRED PARTS OF THE ORDER FORM ON THE REVERSE SIDE AND RETURN SIGNED ALONG WITH FULL ROYALTY ADVANCE PAYMENT

C. PRODUCTION TERMS ORDER FORM

Please refer to the reverse side for all fees.

Royalty

14 Performances for a total of \$17,684.20

Performance Materials:

Rehearsal Set Fee (required) \$1100.00

Total: \$18,784.20

Due Upon Execution:

Royalty Advance\$ \$5000.00
Performance Material Fee.....\$ \$1100.00

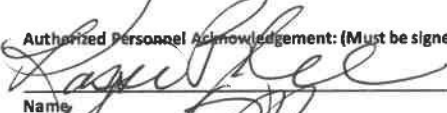
Subtotal Due Upon Execution\$ \$5500.00

Payment Instructions: (Required - Must be made in US Dollars)

ACH Payment Information:

The Licensing Company Ltd
Account Number: [#] 205876041909855
Routing Number: [#] 084009519

Authorized Personnel Acknowledgement: (Must be signed and dated)


Name


Date


Title


Phone


Email

See Attachment A

Your signature acknowledges that you have read, understood and agree to all the terms as set forth in both the Licensing Terms and Conditions and Production Terms Rider of this License Agreement.

COMPLETE ALL REQUIRED PARTS OF THE ORDER FORM AND RETURN ONE SIGNED COPY ALONG WITH FULL PAYMENT

Attachment A

Weber County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, County is required to disclose certain information and materials to the public, upon request. Nothing herein this Agreement shall be construed to prohibit Weber County from performing any obligations it may have under GRAMA.

Weber County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904. The Parties agree that Weber County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

IN WITNESS WHEREOF, the parties have caused this contract amendment to be signed by their duly authorized representatives:

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Gage Froerer, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Bolos voted _____

ATTEST

Ricky Hatch, CPA
Weber County Clerk/Auditor