

PERFORMANCE AGREEMENT (reference: 120127)

AGREEMENT made this 29th of April 2024 between Music Theatre International Limited of 12-14 Mortimer Street, London, W1T 3JJ (hereinafter called 'the Licensor') of the one part and

ST. ANDREW'S PREP SCHOOL

(hereinafter called 'the Licensee') WHERE IT IS AGREED AS FOLLOWS:

The Licensor hereby grants to the Licensee (by way of non-transferable licence only and not by way of partial assignment of the copyright or so as to confer on the Licensee any right or interest therein) the non-exclusive right to produce and perform as a whole and separate work the musical show:

FAME JR.

(hereinafter called 'the said work') upon the regular speaking and singing stage with live performers who are no older than 18 years of age appearing, speaking, singing and acting in the actual and immediate presence of the audience (whether paying or invited) as follows:

NUMBER OF PERFORMANCES:2

DATE OF PERFORMANCE: 26/07/2024

PLACE OF PERFORMANCE: EASTBOURNE COLLEGE, OLD WISH ROAD, EASTBOURNE, BN21 4JX, UNITED KINGDOM

upon and subject to the due and faithful observance and performance by the Licensee of the terms and conditions in this Agreement contained.

1. The Licensor undertakes to provide the Licensee a set of performance material of the said work ('the ShowKit') which shall remain the Licensee's property after the production has taken place. The Licensor undertakes to deliver same to the Licensee in accordance with the latter's instructions upon application, and at the Licensee's expense;

2. The Licensee understands and agrees that the ShowKit is the only acting edition authorised by the author(s) and the Licensee must not make cuts, alterations or interpolations therein without the Licensor's prior written consent.

3. The ShowKit may only be used by the Licensee for the purpose of

implementing the Licence herewith granted and the Licensee undertakes not to copy any items in whole or part(s) thereof without the Licensor's prior written consent. The Licensee agrees not to rent, sell or transfer the ShowKit to a third party.

Additional copies of student books and piano vocal scores contained within the Showkit can be purchased here:

www.accounts-mtishows.co.uk/musicals/books.html

4. The Licensee agrees to use the official Logo ('the Logo') as supplied by the Licensor on all advertising relating to the production herein licensed. The Logo shall not be used for any other purpose other than to promote the production herein licensed. The Licensee shall use the Logo as supplied and shall not alter the Logo in any manner.

The Logo can be downloaded here:

www.accounts-mtishows.co.uk/lf/FameJr.zip

5. The Licensee shall include the credits detailed on the provided Credits Sheet on all advertisements, programmes, handbills, websites and posters relating to the advertising of the said work, including the credit to Music Theatre International.

6. The Licensee agrees that all sales are final and the Licensor will not issue any refunds relating to cancellation or postponement of this Agreement.

7. The Licensee shall make available to the Licensor on request free of charge two best-price tickets in central position for each performance of the said work and the Licensor agree not to sell the same. The Licensor undertakes to request said tickets not less than 48 (FORTY-EIGHT) hours before the first performance given hereunder.

8. The Licensee is permitted to make ONE ARCHIVAL video recording of the said work (hereinafter called 'the Video Recording'), subject to the Licensee's strict observance of the conditions set forth herein:

a) The Licensee must designate one person (or company) to produce the Video Recording herein licensed. No other recordings of the Work are authorised by this agreement and as such would be liable under the terms and conditions of the Agreement named above.

b) As a condition to the rights granted herein, the Licensee agrees to inform all audience members of the restrictions and limitations on video recording

and the subsequent use thereof. The Licensee agrees to include a statement in the Work's programme (in the form provided below) and shall further inform audience members by way of an announcement prior to the start of each performance of the Work:

ANY VIDEO RECORDING MADE OF THIS PERFORMANCE
IS STRICTLY PROHIBITED UNDER COPYRIGHT LAW

c) In no event may the Video Recording authorised herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, by sale or electronic transmission and/or posting on the Internet.