

# **PERFORMANCE AGREEMENT (reference: 120093)**

AGREEMENT made this 26th 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:

**ALADDIN KIDS, DISNEY**

(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: 25/07/2024**

**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](http://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/Aladdin\\_KIDS.zip](http://www.accounts-mtishows.co.uk/lf/Aladdin_KIDS.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.

9. CO-PRODUCTION. You may share production costs and/or physical production elements (but not casts) of your production of the Work with other licensees, including renting your physical production to other licensees, subject to Music Theatre International's approval, but your production shall only refer to your organisation as the producer of the Work.

10. REPRESENTATIONS AND WARRANTIES. You hereby represent and warrant as follows: that (i) You shall comply with all applicable laws, including, without limitation all applicable local laws, and shall present the Work in accordance with the terms of this agreement; (ii) no rights of any third party are or will be violated by your entering into or performing this Agreement, and you have not made nor shall you hereafter make any agreement with any third party which could interfere with the full performance of your obligations hereunder; and (iii) the rider does not permit licensee to present this show at any theme park or amusement park venue. Such presentation, without written consent from MTI, shall constitute a breach of the Performance Agreement and result in its immediate and automatic termination.

11. INDEMNIFICATION. You hereby agree to indemnify and hold MTI and Disney (and its affiliates and each of MTI's, Disney and such affiliate's respective successors, assigns, affiliates, officers, employees, agents, licensees and lessees) harmless against any and all damages, loss, liability, cost or penalty, including without limitation reasonable attorneys' fees and disbursements resulting from any breach or alleged breach of any representation, warranty or agreement made by you hereunder, or relating in any way to your presentation of the Work, except to the extent caused by the negligence or breach of agreement by MTI.

12. DISNEY PUBLIC IMAGE AND REPUTATION. You acknowledge that Disney is extremely sensitive about maintaining the wholesome Disney public image and preserving and enhancing the Disney reputation for consistently offering family entertainment of the highest caliber. You agree that neither you, nor your employees and representatives, shall take any action which could poorly reflect upon such Disney public image or reputation and you shall at all times manage the production and presentation of the Work in a manner consistent with such Disney public image and reputation. All staff will be made aware of Disney's standards and will conduct themselves in a manner in accordance with these standards and with the expectations of a family audience. In addition to the foregoing, you agree not to list any of your sponsors in connection with any advertising or promotion of the Work if such sponsors do business in any of the following categories: alcohol, tobacco and firearms. If you shall desire to have a 'Presenting Sponsor' of your production (i.e., a sponsor who is billed above the title of the Work as a co-presenter of your production), then you shall obtain the prior written approval of MTI on behalf of Disney, to be exercised in Disney's sole discretion. Any violation of the foregoing provisions shall entitle us to immediately terminate this Agreement and to injunctive relief to prohibit any further use of the Work.

13. TRADEMARKS. You shall acquire no right under this Agreement to use, and shall not use, the name 'Disney' (either alone or in conjunction with or as part of any other word or name) or any fanciful characters, designs, logos or trademarks of The Walt Disney Company or any of its related, affiliated or subsidiary companies: in any of your advertising, publicity or promotions other than as part of the title page for programs of your production of the Work, all as provided in paragraph 1 of this Rider and to factually describe Disney's role in your production, namely, that Disney is a licensor only of its stage play and not Disney owned production elements, and is not a producer of your show, and that Disney produced the Work on Broadway and elsewhere, to express or imply any endorsement by Disney of your production of the Work or any other of your activities; or: in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).