

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: October, 17, 2022

Contract/Agreement Vendor:

Name of Vendor & Contact Person

Vendor Email Address

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Reason/Audience to benefit

BOE Date

Amount of agreement

Person Submitting Contract/Agreement for Review:

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO
If yes, Technology Admin:

Cabinet Team Member:

Funding Source:
Fund/Project OCAS Coding

Consent

Action

To purchase the video recording license for the musical "Could You Hug A Cactus?" to be performed by the 5th Grade class.

Summary This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.




SHOPPING
CART



CHECKOUT
DETAILS



ORDER
COMPLETE

PRODUCT	PRICE	QUANTITY	SUBTOTAL
 Could You Hug A Cactus Production Kit	\$295+	1	\$295.00

← CONTINUE SHOPPING

UPDATE CART

CART TOTALS

Subtotal	\$295.00
Total	\$295.00

PROCEED TO CHECKOUT

Coupon

Coupon code

Apply coupon

ABOUT US

We're a team of writers and arts educators in New York City and Los Angeles passionate about inspiring kids through musical theatre. [f](#) [@](#) [t](#)

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07
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PLEASE READ THIS FIRST - IT'S SUPER IMPORTANT!

Legal Disclaimer

Please read this FAQ and accompanying legal agreement before beginning your production.

Licensing FAQ

Do I have permission to upload the final performance publicly?

Yes, as long as you don't monetize the video with commercial ads and you provide proper credit in the description (see below).

May I sell tickets to streams of this production?

Yes. Ticketed streaming is defined as selling tickets to allow access to a live or pre-recorded video of the musical. Unlike other publishers, we do not require you to use a specific streaming service or ticketing platform – you can use any provider that best serves your purpose!

If tickets are being sold to an online video or stream, you may only sell them within a one-month window from when the tickets are first available. After that, the video can live online, but tickets may not continue to be sold without a separate and valid license from Beat by Beat Press.

Under no circumstances may you monetize the videos with commercial ads.

May I put a donation link next to the performance to raise money for my program?

Yes, you may turn this into a fundraiser for your program by adding a donation link.

Do I need to obtain video and photo releases from my performers before I upload my video?

If you plan to make the video public, then we highly recommend that you do.

What do I need to include in the credits or video description when I upload my organization's production of the show?

COULD YOU HUG A CACTUS?

A New Musical

Based on the poems of PHILLIP VAN WAGONER

Book by JESSICA PENZIAS

Music and Lyrics by DENVER CASADO

***Could You Hug A Cactus?* is presented through
special arrangement with Beat by Beat Press (www.bbbpress.com)**

When I upload it to YouTube can I monetize it with online ads?

No. It's very important to make sure to disable any monetization and ad features when you upload your production anywhere online. Just so you know, ALL Beat by Beat shows both stage and online, do not allow commercial profit from broadcasting our copyrighted material without full permission and compensation.

I am a teacher at a school and doing "Could You Hug A Cactus" with my one class.

Can my students this year perform it and my students next year perform it too?

Yes. You have permission to produce the show multiple times within the one role you lead within the same program, same organization and same location.

Since I purchased the show, can I pass it along to my other drama teacher friends so they can perform it with their own group? Or can my students share the script and music with other friends so they can upload their own performance?

No, this would violate the terms and conditions of the agreement. All materials must stay within the students of your organization. You may not post any of the production materials on any public sites, or share with any colleagues.

I run the arts curriculum for my district and would like to purchase this for all of our schools to use. May I purchase one license and use for all my schools?

Unfortunately no, each license is valid for a single organization at a single location. An organization is defined as a single location school or studio with less than 200 students. However we do offer a "site license" which would allow you to use the show more broadly under the umbrella of a larger organization. Please email us at hello@bbbpress.com to inquire about the site license.

Production and License Agreement

This is an exclusive PRODUCTION AND LICENSE AGREEMENT for the musical play COULD YOU HUG A CACTUS? A NEW MUSICAL, and the accompanying PRODUCTION KIT hereinafter referred to as the PLAY. The organization/customer, as indicated on the purchase receipt and watermarked on the PLAY's Production Kit materials, is hereinafter referred to as the LICENSEE. Your payment accompanying this PRODUCTION AND LICENSE AGREEMENT acknowledges that:

- a. You have read and understood the terms, conditions and provisions set forth below;
- b. You are authorized to execute this PRODUCTION AND LICENSE AGREEMENT on behalf of the LICENSEE.
- c. You agree to the terms, conditions and provisions contained herein on behalf of the LICENSEE.

PUBLISHER AND SHOW BILLING

- a. All Video Recordings of the PLAY must include publisher and show billing during any opening and/or closing credits and/or video descriptions of LICENSEE's production as demonstrated below:

COULD YOU HUG A CACTUS?

A New Musical

Based on the poems of PHILLIP VAN WAGONER

Book by JESSICA PENZIAS

Music and Lyrics by DENVER CASADO

***Could You Hug A Cactus?* is presented through
special arrangement with Beat by Beat Press (www.bbbpress.com)**

- b. All promotional material printed, online, including social media and email must include the publisher and show billing as demonstrated above.

Copy License

a. This license grants LICENSEE permission to make print and photo copies of the PLAY's PRODUCTION KIT MATERIALS including SCRIPT, ACTOR BOOK, DIRECTOR BOOK, and PIANO VOCAL SCORE only in conjunction with the LICENSEE's production of "COULD YOU HUG A CACTUS?". LICENSEE may share these materials electronically only through secure systems including password protected email and private information storage and retrieval system.

b. If any of the PLAY'S materials indicated with LICENSEE are located on public sites or shared with persons not in conjunction with LICENSEE's production of PLAY, even if inadvertent, will incur liability for statutory copyright infringement under copyright law.

Video Recording License

a. This video recording license grants you limited permission to make video recordings of the LICENSEE's production of the PLAY.

b. The video recordings of the PLAY may only be used for non-commercial purposes. Donations to support your program may be accepted.

c. LICENSEE may upload videos of the PLAY to social media (YouTube, Facebook, Instagram etc.) and must include publisher and show billing in the credits and description with a hyperlink to www.bbbpress.com.

d. LICENSEE may authorize participants in the PLAY (i.e. cast, crew, creative team) or their families to create a video recording of the PLAY solely for their own personal, at-home, non-commercial use.

e. The LICENSEE may hire an outside party to professionally make/edit a video of the PLAY provided that such video recording will not be sold to the public for profit or monetize their video performance online through ads.

F. LICENSEE is responsible for any video and photo permissions or releases required by participants/minors in conjunction with LICENSEE's production of the PLAY. If LICENSEE grants Beat by Beat Press permission to share video from their production, LICENSEE and it's participants waives any right to royalties or any other compensation related to the use of the video or photograph.

STREAMING RIGHTS:

- a. LICENSEE may sell tickets to access a video stream of the PLAY, as long as funds from the proceeds are being used to fund and support the theatre program/producing organization.
- b. If tickets are being sold to an online video or stream, you may only sell them within a one-month window. After that, the video can live online, but tickets may not continue to be sold without a separate and valid license from Beat by Beat Press.
- c. Under no circumstances may videos be monetized with commercial ads (YouTube Monetization)
- d. LICENSEE is not required to use a specific streaming service or ticketing platform.
- e. Under all circumstances, uploads of the video of the PLAY to the internet (YouTube, Facebook, etc.) must include a title card before the performance and text description with the following information: www.bbbpress.com:

Copyright Provisions

This PRODUCTION AND LICENSE AGREEMENT grants a performance license to the LICENSEE and allows the public and private online performance of the PLAY as represented on this agreement under the following terms and conditions:

- a. Under copyright law, you may not make any changes or add new music, dialogue, lyrics or anything to the text included with the PLAY and PRODUCTION KIT without written permission of BEAT BY BEAT PRESS, with the following exceptions:
 - i. You may change the gender of the characters in the PLAY.
 - ii. You may redistribute lines and solos, combine characters, or split up characters to create new ones, as long as the changes do not alter the overall story, substance and intention of the PLAY.
- b. BEAT BY BEAT PRESS 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.
- c. You agree to review the terms of this PRODUCTION AGREEMENT AND LICENSE AGREEMENT with all participants in connection with your production of the PLAY including the creative team, performers, crew, directors, owners and administrators, and represent they are aware that no changes, reproductions, or distributions may be made to the PLAY, except under the conditions stated above, without the written consent of BEAT BY BEAT PRESS.

Performance License and Payment Provisions

- a. BEAT BY BEAT PRESS must receive payment in full or by Purchase Order or LICENSEE will be deemed to be unlicensed. Once payment is received there are NO REFUNDS.
- b. Purchase Orders - For U.S. schools and government agencies only, a signed, authorized purchase order is an acceptable form of payment.
- c. BEAT BY BEAT PRESS warrants that, on behalf of the owners of the copyright of the PLAY "Copyright Owners", we are authorized to grant a performance license to LICENSEE. BEAT BY BEAT PRESS makes no other warranties.
- d. Under no conditions can this agreement be assigned or transferred without written consent. This agreement shall be governed by the laws of the state of California, and any dispute out of or under this agreement shall be litigated only in the courts of the of the city of Los Angeles in the state of California or the United States District Court in the District of Los Angeles, and in no other forum.
- e. LICENSEE agrees to indemnify BEAT BY BEAT PRESS and the COPYRIGHT OWNERS of the PLAY from any claim arising out of your violation of any of the provisions of this agreement.
- f. LICENSEE understands that the Production Kit cannot be used for any purpose other than as stated in this PRODUCTION AND LICENSE AGREEMENT and that you and/or anyone connected with your organization may not copy, reproduce, sell or otherwise distribute the Production Kit materials, except as explicitly stated in the Copy License.
- g. LICENSEE understands that by using the PLAY Production Kit materials, you may encounter material that you may deem to be offensive, indecent, or objectionable, and that such content may or may not be identified as having explicit material. Nevertheless, you agree to use the Production Kit materials at your sole risk and BEAT BY BEAT PRESS shall have no liability to you for material that may be found to be offensive, indecent, or objectionable. Product descriptions are provided for convenience, and you agree that BEAT BY BEAT PRESS does not guarantee their accuracy.

Logo License

This agreement grants LICENSEE the right to use the copyrighted logo for the use of promoting and publicizing the PLAY. LICENSEE may use the logo on merchandise (including cast t-shirts) directly associated with the production of this PLAY. LICENSEE may use the logo in all virtual productions.