



Contract Committee Review Request  
MUST BE COMPLETED IN FULL

Date: 8/15/2024

Contract/Agreement Vendor:

Stage Partners - Vendor 11953

Name of Vendor & Contact Person

info@yourstagepartners.com

Vendor Email Address

HS One Act Play license - RQ 164327

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.

HS Drama

Reason/Audience to benefit

9/9/2024

BOE Date

\$ 611.12

Amount of agreement

Person Submitting Contract/Agreement for Review: Jeremy Stevens, Director of Theatre, BAHS

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: Adam Foreman, Assoc. Dir. of Fine Arts

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin: no

Leadership Team Member: Steve Dunn

Funding Source: 62-844

Fund/Project

25-844-1000-681-100-4019-000-720

OCAS Coding



Consent



Action

BAHS One Act drama performance license for Stage Partners' production "In the Forests of the Night". Synopsis: Thirteen students are compelled by their dreams to play a game in the woods to keep what lies in wait in the forest at bay. It's not how you play the game but rather how the game is a stand in for whatever you want to make it. What personal sacrifice can mean to a group of friends as they struggle to leave the forest. (If you like The Giver consider In the Forests of the Night.).

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.

Confirmation Code:

FCKZTU



Traveler

Francis Trieu

E-Ticket: 0272379466622

MP#: Alaska Airlines 69457054 MVP® Gold | oneworld® Sapphire

Seats: SEA-SLC 17A

SLC-SEA 17A

Flight	Departs	Arrives
 Alaska 614		
Main (Q)		
Nonstop	Seattle (SEA)	Salt Lake City (SLC)
--- First Class waitlisted ---	Sun, Oct 13	Sun, Oct 13
--- Premium Class waitlisted ---	9:19 am	12:21 pm

Distance: 687 mi |

Duration: 2h 2m



Main (Q)		
Nonstop	Salt Lake City (SLC)	Seattle (SEA)
--- First Class waitlisted ---	Mon, Oct 14	Mon, Oct 14
--- Premium Class waitlisted ---	5:12 pm	6:25 pm

Distance: 687 mi |

Duration: 2h 13m

Flight Total for 1 passenger: \$286.20

The VISA ending with \*\*\*\*\*0167 has been charged a total of USD \$286.20.

Total per passenger	\$286.20
Fare	\$238.14
Base fare	\$238.14
Taxes, fees, and charges	\$48.06
United States Flight Segment Tax	
Domestic	\$10.00
US psgr. facility charge	\$9.00
US Sept. 11 security fee	\$11.20
US transportation tax	\$17.86

Each ticket will be a separate charge on your credit card statement.

For additional assistance with your reservation, call us at 1-888-345-3640.

# Stage Partners

## Performance Licensing Agreement

(Non-Professional Performance Rights)

*This Performance Licensing Agreement is not a license to perform until payment for your specified performances and scripts has been received.*

The date listed on the invoice for this order ("the Effective Date") of this Performance Agreement ("Agreement"), entered into by and between Stage Partners, P.O. Box 4795, Stamford, Connecticut 06907 ("Stage Partners") and you, the individual(s), organization and/or institution (collectively, "Licensee"), regarding Non-Professional (as defined in 2.1) performance rights of the Play in this order ("Play") by ("Author(s)"), the total period during which Licensee is authorized to present its production from the dates specified in this order for a total of specified performances ("Production Dates") at the specified venue ("Venue").

### TERMS AND CONDITIONS

You ("Licensee") acceptance of this Performance Licensing Agreement will acknowledge that: a) you have read and understood the terms, conditions and provisions set forth below; b) you are authorized to enter into the Licensing Agreement as the Licensee or on behalf of Licensee; and c) you agree to the terms, conditions and provisions contained herein.

**1. Grant of Performance Rights.** Subject to the terms of this Agreement, Stage Partners grants the Licensee a nonexclusive and nontransferable license to produce and perform the Non-Professional Stage and Online Performance type(s) listed on the previous order page and subject to the payment of the requisite fee(s), of the Play in accordance with the methods below:

**1.1 Live Stage Rights.** Stage Partners grants Licensee the non-exclusive and non-transferable right to present a live stage production of the Play at the Venue and during the Production Dates stipulated above and contingent upon the other terms and conditions set forth in this Agreement. No change by Licensee in the Production Dates, the number of performances, and/or any other particulars of this Agreement shall be made without the prior written consent of Stage Partners, which may be withheld in Stage Partner's sole and absolute discretion. Stage Partners 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. Except for the usual right to advertise and publicize the Play by means of print, radio and television (in which no radio or television commercial shall contain excerpts of more than 30 seconds), the Live Stage Rights does not allow you to broadcast, televise, and/or electronically post on the Internet any part of the Play, either audio or visual or both, including, without limitation, musical selections unless the Livestream and/ Audiovisual Recording rights have also been licensed.

**1.2 Livestream Rights.** Stage Partners grants the Licensee the non-exclusive right to livestream the Non-Professional Performance ("Livestream Rights") on a digital platform, defined as a private, secure (password protected) platform that only allows access to invited and/or paying viewers (e.g. Zoom, Broadway on Demand: ShowShare), and specifically excludes platforms that are not invite-only, including, but not limited to, Facebook, Instagram. The platform must not permit downloading, copying or other duplication or redistribution of the Non-Professional Online Performance. If the platform itself has the capability to allow downloading or duplication, the Licensee must ensure that the settings for the Non-Professional Online Performance are such that downloading and/or duplication are not permitted ("Digital Platform").

**1.3 Audiovisual Recording Rights.** Stage Partners grants the Licensee the non-exclusive right to create an audiovisual recording of the Non-Professional Online Performance ("Audiovisual Recording"). The Audiovisual Recording shall be presented on a Digital Platform. The Audiovisual

Recording of the Non-Professional Online Performance may only be made available to viewers during the dates of the Run. Immediately after the end of the Run, the Licensee must delete the Audiovisual Recording of the Non-Professional Online Performance (and notify Stage Partners in writing that it has done so), unless the Licensee has executed a separate Archival Video License. The Audiovisual Recording must be kept in a secure location at all times.

**1.4 Archival Video License.** Stage Partners grants the Licensee the non-exclusive right to create a non-commercial video recording of the Non-Professional Online Performance ("Archival Video Recording") for your personal or archival use. A copy of the videorecording may be distributed to the cast and crew for their personal, non-commercial use. If a fee is charged for the copy, the fee must be solely to cover the cost of the blank media used to make the copy. Copies of the videorecording may not be made available (either for sale or for free) to the general public. The videorecording may not be broadcast (commercially or otherwise) or made available on the internet in any way, unless in conjunction with a Audiovisual Recording License.

**2. Licensee's Covenants.** The Licensee covenants to Stage Partners as follows:

**2.1 Definition of Non-Professional Performances.** The Licensee acknowledges that "Non-Professional" Performances shall include any and all performances by living actors with the intent of being viewed by an audience and/or through a Digital Platforms produced by little theaters, community theaters and/or drama associations; colleges, universities, high school and other school groups; churches and other religious institutions; and/or puppetry theaters, clubs, and other Non-Professional organizations or groups therein or connected therewith, (a) regardless of whether or not a fee is charged to viewers; and (b) regardless of whether the performance is given by paid or unpaid actors and production staff. Non-Professional Performances does not, however, include performances given by any theater or group using a cast which consists entirely of paid actors and production staff and/or that has normally been known to handle stock pursuant to one of the Actors Equity Association agreements governing employment of actors.

**2.2 Limitation of Licensing.** The Licensee acknowledges that Non-Professional Live Stage and Online Performance rights to the Play are controlled exclusively by Stage Partners. Permission granted herein to make an Non-Professional Performance available to an audience is limited to rights in the Play only. Stage Partners cannot grant permission for others whose permission may be required, such as, but not limited to, performers, production personnel, choreographers, designers, and any applicable unions (e.g., Actors' Equity), as well as the theatre or venue owner.

**2.3 Use of Approved Script.** Licensee represents and warrants that the Play will be presented in its entirety as it appears in the published script, as authorized by the Author(s), and that the Author(s)'s intent will be respected in Licensee's production.

**2.4 Changing the Play.** Licensee shall not delete, alter, or make changes of any kind to the Play, including the changing of character gender, the cutting of dialogue, or the alteration of objectionable language, unless granted express written permission by Stage Partners, the author(s) or unless such alterations are explicitly approved in the text of Play ("Script"). Licensee shall not alter the title of the Play. Should permission be granted for any changes, any and all materials created or amended remain the property of the Author(s)/Stage Partners.

**2.5 Author Credit.** Licensee shall give credit to the Author(s), as stated above, as the sole and exclusive author of the Play. This obligation applies to the title page of every program distributed in connection with performances of the Play, and in any instance that the title of the Play appears for purposes of advertising, publicizing, or otherwise exploiting the Play and/or a production thereof. The name of the Author must appear on a separate line, in which no other name appears, immediately beneath the title and of a font size at least 50% as large as the largest letter used in the title of the Play. No person, firm, or entity may receive credit larger or more prominent than that accorded which

it appears in the Play. Licensee shall include the bio(s) for the Author(s) in any program that contains cast and/or creative team bios. Author bios can be found on Stage Partners' website at [www.yourstagepartners.com](http://www.yourstagepartners.com).

**2.6 Stage Partners Attribution.** Licensee shall include the following notice in all recordings, programs, advertisements, printed material distributed or published in connection with the production of the Play:

*[name of play]* is produced by special arrangement with Stage Partners.  
([www.yourstagepartners.com](http://www.yourstagepartners.com))

**2.7 Other Required Credits.** Licensee shall give credit to any other parties, such as producer credits and commission credits, in the form and manner specified in the Script.

**2.8 Logos/Merchandise.** You may not use the copyrighted logo of the Play, if available, unless Stage Partners grants you a specific license to do so in a separate Licensing Agreement and you pay the Stage Partners applicable fee. You may not create merchandise based on the play, whether for sale or distribution, without written permission from Stage Partners acting on behalf of the Author(s) or their duly authorized representatives.

**2.9 Complimentary Invitations.** If requested by Stage Partners, the Licensee must provide a password or up to 10 invitations at no charge to Stage Partners to enable Stage Partners and the authors and rightsholders of the Play the ability to view the Non-Professional Online Performance.

**3. Performance License and Payment Provisions.** Stage Partners must receive payment in full (or a purchase order for schools), in accordance with this Licensing Agreement, for both the performance royalties and script license, one week before the first day of performance or the Licensee's production will be deemed to be unlicensed. Licensee agrees not to advertise, announce, present or sell tickets for any performances until Licensee is licensed as provided above.

**4. Production Changes.** If any of the conditions set forth in the Licensing Agreement have changed in any way, you must notify Stage Partners in writing immediately, and Stage Partners must approve all changes before they may take effect. Such changes may alter the fees quoted in the Licensing Agreement.

**4.1 Production Date Changes/Cancellation.** Licensee will promptly notify Stage Partners in writing (email acceptable) of any changes in the Production Dates whatsoever, including, but not limited to, additional performances, rescheduled performances, postponements, etc., all of which are subject to prior written approval of Stage Partners.

**4.2 Refund Policy.** Licensee agrees to the following refund policy: (a) the royalty payment applicable to any Performance of the Play may be refunded by Stage Partners only in the event that a scheduled Performance of the Play is cancelled; provided, however, that Licensee shall have provided Stage Partners with written notice (email acceptable) of such cancellation(s) at least one (1) business day prior to the cancelled performance; and (b) the Script Fee is non-refundable. Cancellation notifications sent after the final licensed performance date will not be refunded.

**4.3 Additional Performances.** Should you desire to present performances in addition to those provided for in the Licensing Agreement, you agree to enter into a new agreement with Stage Partners and to make additional royalty payments for any and all performances in addition to those already licensed. You agree not to announce, present or sell tickets for such additional performances without prior written permission from Stage Partners AND payment of the additional royalty and fees due.

## **5. Prohibition of Unauthorized Copying.**

a. The Licensee acknowledges that any unauthorized copying, distribution, or uploading to public websites of the Scripts or excerpts from Scripts is strictly forbidden by law. The Licensee agrees that no part of the Scripts shall be reproduced, stored in a retrieval system, or transmitted in any form, by any means now known or yet to be invented, including photocopying or scanning, without prior permission from Stage Partners.

b. In no event may any video recording of the Non-Professional Online Performance authorized herein, either in whole or in part, otherwise be exhibited, re-copied, reproduced, distributed, disseminated and/or exploited in any way, now known or hereafter developed, including, but not limited to, broadcasting, televising, sale or electronic transmission and/or posting on the Internet except as expressly authorized herein.

**6. Transfer of Rights.** Under no conditions can this License be assigned or transferred without written consent from Stage Partners. This License shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum.

## **7. Termination.**

a. This License is conditioned upon your fulfillment of all obligations set forth herein, including the prompt payment of all royalty and script fees in U.S. funds when due. Unless all of your obligations have been fulfilled, this License will terminate automatically. In the event of termination, all amounts owing under this agreement remain payable in full and shall be retained by Stage Partners in addition to any other rights or remedies that Stage Partners may be entitled to assert for breach of contract.

b. The Licensee acknowledges that Stage Partners reserves the right to terminate this Agreement at any time, in its sole discretion. In the event of such termination, the Performance Royalty previously paid by the Licensee shall be promptly refunded by Stage Partners, subject to Section 4.2.

**8. Infringement penalties.** The Licensee acknowledges that under the United States Copyright Act, any person who exercises a copyright owner's exclusive rights without permission may be liable as an infringer; that Stage Partners, as the legal and beneficial owner of certain exclusive rights to the Play, is entitled to institute legal action for any infringement of those rights committed while Stage Partners owns them; that infringement of a registered work may subject the infringing party to actual damages, statutory damages, and attorneys' fees; and that a court has discretion to award statutory damages in amounts up to one hundred fifty thousand dollars (\$150,000) for willful infringements.

**9. Default:** If Licensee defaults in the performances of any of the representations, warranties, indemnities, obligations, terms, and/or conditions of this Agreement, then in addition to any all other remedies which Stage Partners, the author(s) and/or the owners of the Play might have at law or equity, Licensee agrees that Stage Partners shall have the right to a preliminary injunction to enjoin further performance of the Play. Licensee agrees to reimburse Stage Partners for any expenses incurred by Stage Partners in enforcing its rights under this License, including, but not limited to, attorneys' fees, court costs, telephone, fax, and postage charges and collection expenses.

**10. Warranty:** Stage Partners warrants that, on behalf of the owners of the copyright in the Play, it is authorized to grant this License to you. Stage Partners makes no other warranties.

**11. Limitation of Liability.** Neither party hereto shall be liable to the other for indirect, incidental, consequential, special or exemplary damages such as loss of revenue or anticipated profits or lost business even if it is advised of the possibility of such damage. In addition, in no event shall the liability of Stage Partners to Licensee under this agreement exceed an amount equal to that actually paid by Licensee under this agreement.

## 12. Miscellaneous.

**12.1 Assignment.** The Licensee shall not have the right to transfer the performance rights granted by this Agreement to another party. Stage Partners may transfer its rights under this Agreement upon written notice delivered to the Licensee.

**12.2 Entire Agreement; Inconsistent Terms.** The terms and conditions of this Agreement constitute the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous proposals, representations, statements, understandings or agreements, written or oral, express or implied, including but not limited to any other terms provided in any purchase order form provided by Licensee. Stage Partners objects to all terms and conditions different from or additional to those in this Agreement, whether or not signed by authorized representatives of the parties. Additional or different terms or conditions will only be valid if expressly agreed to in writing on a document that specifically purports to do so, noted on the face of such document and signed by representatives of both parties. Licensee acknowledges that it did not enter into this Agreement in reliance upon any representation by Stage Partners or understanding by Licensee that is not set forth herein. This Agreement can only be modified by a written instrument signed by both parties.

**12.3 Governing Law.** This Agreement shall be governed by the internal laws of the State of New York, without regard to principles of conflict of laws.

**12.4 Jurisdiction.** Each party hereby expressly consents to the personal jurisdiction of, and waives any objection to venue in, the state and federal courts located in New York, New York for any lawsuit filed there against arising from or related to this Agreement.

**12.5 Notices.** All notices required by this Agreement shall be sent by regular mail and/or e-mail to the parties at their last known addresses.

By electronically signing this Agreement, you represent that you are authorized to e-sign this Agreement on behalf of the Licensee, that you have read and understand the terms and conditions set forth in this Agreement and that the Licensee agrees to abide by the terms and conditions contained herein.

ACCEPTED AND AGREED TO:

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PO Box 4795 | Stamford, CT 06907  
www.yourstagepartners.com  
Phone/Fax: 800-311-5695  
info@yourstagepartners.com



QUOTE

8.14.2024

BILL TO

Broken Arrow High School  
1901 E Albany  
Broken Arrow OK, 74012

INSTRUCTIONS

Attn: Samuel Stevens  
Theater Arts/Drama

QUANTITY	PLAY/PRODUCT DESCRIPTION	UNIT PRICE	TOTAL
5	"In the Forests of the Night" Performances	\$60	\$300
15	"In the Forests of the Night" Acting Editions	\$10.99	\$164.85
1	"In the Forests of the Night" Stage Manager Edition	\$24.99	\$24.99
1	"In the Forests of the Night" Archival Video License	\$75	\$75
Shipping & Handling	FedEx 2Day		\$46.28
Production dates:	October 9-12, 2024		
SUBTOTAL			\$611.12
TOTAL DUE			\$611.12

Performance Licensing Agreement begins on next page.