

BROKEN ARROW PUBLIC SCHOOLS
Educating Today  *Leading Tomorrow*

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 11/29/21

Contract/Agreement Vendor: **Concord Theatricals, Gabriela Morales**
Name of Vendor & Contact Person
gabriela.morales@concord.com
Vendor Email Address
Drama Production Contract. Production: "Puffs (One Act for Young Wizards)"

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.

Student Performance
Reason/Audience to benefit
BOE Date **\$400.00** Amount of agreement

Person Submitting Contract/Agreement for Review: **Samantha Kennedy**

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: **Michael Sagely** *[Signature]*

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

Leadership Team Member: *[Signature]*

Funding Source: **#844 Drama** _____
Fund/Project OCAS Coding

Consent
 Action

Contract and performance rights for middle school production of "Puffs (One Act for Young Wizards)"
 Performance fees will be paid for by the Drama Activity Fund.

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.

Oneta Ridge Middle School
Samantha Kennedy

Description of Play

PUFFS, the One Act-Young Wizard Version is an abridged version of the tale of Seven Increasingly Eventful Years at a Certain School of Magic and Magic. For seven years a certain boy wizard went to a certain school of magic, but this is not his story. We will follow Wayne Hopkins, Oliver Rivers, Megan Jones and the rest of the Puffs, who just so happened to be there, too. In this fast-paced comedy, we watch these characters on their journey for friendship, self-discovery, and adventure. A tale for anyone who has never been destined to save the world.

CONCORD THEATRICALS PLAY AGREEMENT

CT Rep: Rosemary Bucher & Gabriela Morales
Request #: 442269
Acct #: 101-009-1790908

11/23/2021

Dear SAMANTHA,

Thank you for your interest in producing a Concord Theatricals title!

Please note, this agreement is *not* a license to perform until Concord Theatricals receives the signed agreement and payment as specified herein. Fees must be fully paid, processed, and acknowledged in accordance with the terms of this agreement before you may audition, cast, rehearse, advertise, publicize, or perform. If full payment of the accompanying invoice has not been received **within 90 days** of the date of this agreement, this agreement shall be cancelled. If you have any questions, please contact our licensing department at (866) 979-0447.

Please read the following document carefully as it explains the necessary procedures for production of this Concord Theatricals play. The document includes:

1. Performance Agreement & Fees
2. Terms and Conditions
3. Concord Theatricals Licensing Checklist

If you decide that you do not want to go forward with your production, please notify your Licensing Representative immediately.

Once your full payment is received, your production will be listed on the Concord Theatricals NOW PLAYING map. This online production locator is a popular tool for theatre lovers across the world and can be found at www.concordtheatricals.com/now-playing.

Note: Scripts for the play are not included, unless otherwise noted in this agreement. They must be purchased separately. To purchase scripts for your production, visit www.concordtheatricals.com.

Best wishes for a successful production!

Rosemary Bucher & Gabriela Morales
Concord Theatricals Licensing Department
k12@concordtheatricals.com



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250 West 57th Street
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PERFORMANCE AGREEMENT (NON-EQUITY PLAY)

In order to protect both our authors' rights and our producers' interests Concord Theatricals has adopted a policy to void performance licenses that have not been paid in full within ninety (90) days from the date this Performance Agreement was issued. If full payment of this performance license fee, as set forth in the agreement below, or any other unpaid invoice for performance licenses or materials has not been received within ninety (90) days from the date this Performance Agreement was issued (or two (2) weeks prior to your first performance date, if earlier), this agreement shall be cancelled. On behalf of our authors, we thank you for your cooperation. If you have any questions, please contact our licensing department at (866) 979-0447.

Your Performance Agreement was drawn up based on the information from the application that you submitted. If there is a discrepancy, or if a change is required, we must be notified in writing, via email, as soon as possible. Failure to inform us of any change may constitute a violation of your Agreement. If you have any questions, please contact our licensing department at (866) 979-0447.

PERFORMANCE AGREEMENT

Dated as of **11/23/2021** (the "Effective Date")

This Performance Agreement ("Agreement") is entered into as of the Effective Date by and between Concord Theatricals Corp., 250 W. 57th Street, 6th Floor, New York, NY 10107-0102 ("Concord Theatricals") and **Oneta Ridge Middle School** ("Licensee" or "you"):

Producing Organization Details:

[Customer #] 101-009-1790908
[Address] 6800 E Quincy Place
[City] Broken Arrow
[State] OK
[ZIP] 74014
[Country] United States
[Website]

Applicant / Contact:

[Contact] SAMANTHA KENNEDY
[Email] skennedy@baschools.org
[Phone] 6202381641

regarding Licensee's amateur production of the following Play (the "Property"):

Property Title:

"Puffs (One Act for Young Wizards)"

By ("Author(s)"):

Matt Cox

Licensee shall present the Property in accordance with the following details:

Venue: **Oneta Ridge Middle School**
6800 E Quincy Pl,
Broken Arrow, OK, 74014

Total Number of Seats Per Performance: 50

Expected Attendance Per Performance: 45

Ticket Prices from: USD 3.00 to USD 5.00.

Performance Dates: 03/23/2022 – 04/01/2022 for a total of 4 performances.

Restrictions (if applicable):



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The total period during which Licensee is authorized to present its production, including the Performance Dates given above and any additional performances that may be available under the Option set forth above (if applicable), is referred to as the "Production Dates."

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QUOTE

The following fees will be charged for this production:

Type	Category	Description	Fee
Amateur	Performance Fee - Full Minimum Payment		USD 400.00
Scripts are not included -- purchase separately at concordtheatricals.com			

TOTAL	USD 400.00
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Total fees (as detailed above) are due in full within ninety (90) days of the Effective Date of this Agreement.

A PO does not constitute payment. Until check, credit card, or ACH payment is received you do not have license to perform or advertise the show.

METHODS OF PAYMENT

The first step in accepting your agreement is to sign it. To sign your agreement, you must log on to the Concord Theatricals website and sign the agreement through your customer dashboard. Fees must be paid, processed, and acknowledged in accordance with the terms of your agreement before you may audition, cast, rehearse, advertise, publicize, or perform. Your agreement is not a license to perform until Concord Theatricals receives the signed agreement and payment as specified in your agreement.

A copy of the invoice has been emailed to you separately and *must* accompany all check payments. Checks sent by standard mail take three (3) weeks to be received and processed; to ensure your payment is received on time, please send well in advance of the noted due date.

ACH (e-Check) or Wire Transfer:

We accept ACH payments (e-Check), standard checks, and money orders to pay for licensing fees. Licensing Fees must be in USD.

Please make sure to include your Quote number when sending your ACH or Wire transfer.

For ACH delivery:

Bank Routing Number: 021000021
Account Number: 520510360
Account Name: Concord Theatricals Corp.



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For Wire Transfers: Please note that wire transfers are subject to a \$35 USD fee, please include this fee in your initial transfer.

Bank Routing Number: 021000021
SWIFT Code: CHASUS33
General Bank Reference Address: JPMorgan Chase New York, NY 10017
Account Number: 520510360
Account Name: Concord Theatricals Corp

Check or Money Order:

To pay with a check or money order, make payable to Concord Theatricals Corp. in USD and mail with a copy of your quote to:

Concord Theatricals Corp.
c/o JPM-Chase
P.O. Box 22824
New York, NY 10087-2824

Checks sent by standard mail take 3 weeks to be received and processed; to ensure your payment is received on time, please send well in advance of the noted due date. If you are sending your check to us via an expedited shipping method, please mail with a copy of your quote to this address:

Overnight Mailing Address:
JPMorgan Chase – Lockbox Processing
Attn: Concord Theatricals Corp. & 22824
4 Chase Metrotech Center 7th floor East Brooklyn, NY 11245

Checks sent to the Overnight Mailing Address may take up to 7 business days to be received and processed.

Credit Card: We also accept Visa, MasterCard, American Express, and Discover. Credit Card Payments can be made through your customer dashboard on www.concordtheatricals.com.

For a copy of our W-9, please visit <https://help.concordtheatricals.com/knowledgebase/w-9/>

TERMS AND CONDITIONS

1. **Grant.** Concord Theatricals grants Licensee the non-exclusive and non-transferable right to present a live stage production with living actors appearing in the immediate presence of an in-person audience of the Property at the Venue and during the Production Dates stipulated above and on the other terms and conditions set forth in this Agreement. Said rights are valid only through the final performance date as indicated above. No change by Licensee in the production dates, the number of performances, the number of seats per performance, the ticket prices, and/or any other particulars of this Agreement shall be made without the prior written consent of Concord Theatricals, which may be withheld in Concord Theatricals' sole and absolute discretion. Concord Theatricals 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. No other rights are herein granted, and Concord Theatricals (on behalf of the Author(s) and the owner(s) of the Property) reserves any and all other rights in the Property, whether such rights are now known or shall hereafter come into existence. The reserved rights shall include, without limiting the generality of the foregoing, all motion picture rights, television and cable rights, radio rights, stage rights other than those licensed hereunder, electronic and digital rights, mechanical rights, recording rights and publication rights of all kinds.

2. **Licensee Warranties.** Licensee represents, warrants and covenants that the Property will be presented in its entirety as it appears in published form authorized by the Author(s) and that the Author(s)'s intent will be respected in the Licensee's production. No changes, interpolations, additions, or deletions will be made in the Property for the purpose of Licensee's production or otherwise. Licensee represents, warrants and covenants that Licensees shall comply with the following:



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2.1 Concord Theatricals Credit. All programs, web pages, publicity, and advertising in connection with performances of the Property, in all media (including print and electronic), shall carry a program note as follows (unless an additional or different notice is specified in writing by Concord Theatricals) in not less than 10-point type:

"Puffs (One Act for Young Wizards)" is presented by arrangement with Concord Theatricals on behalf of Samuel French, Inc
www.concordtheatricals.com

2.2 Author(s) Credit. The Author(s)'s name (including, as applicable, composer(s), lyricist(s) and/or translator/adaptor's name) will appear in all instances in which the title of the Property appears, including all programs, web pages, house boards, and publicity and advertising in all media (including all print and electronic media) within the control of Licensee. Except as otherwise specified below, the name of the Author(s) will appear on a separate line on which no other name appears as set forth below immediately following the title of the Property and will appear in size of type not less than fifty percent (50%) of the size of the title type, as follows:

Title	Author Credits
"Puffs (One Act for Young Wizards)"	PUFFS, Or: Seven Increasingly Eventful Years At A Certain School of Magic and Magic by Matt Cox

2.3 Additional Production Credit. The following credits will be included on the title page of all programs and playbills distributed in connection with performances of the Property. If supplied, the following bio will also be included in the program.

Title	Production Credits
"Puffs (One Act for Young Wizards)"	The following acknowledgements must appear on the title page in all programs distributed in connection with performances of the Play in size of type not less than 20% of the size of the largest, most prominent letter used for the title of the Play: Originally Produced Off Broadway by Elited Windmills Theatricals (John Arthur Plückard / David Carpenter) PUFFS was Developed in Part During a Residency with the University of Florida School of Theatre + Dance, Jerry Dickey, School Director Originally Produced Off-Off Broadway by Stephen Stout and Colin Waitt

Title	Bio Requirement
"Puffs (One Act for Young Wizards)"	

2.4 Production Date Changes/Cancellation. Licensee will PROMPTLY notify Concord Theatricals in writing of any and all proposed changes in Production Dates whatsoever, including, but not limited to, additional performances, rescheduled performances, cancellations, postponements, etc., all of which are subject to the prior written approval of Concord Theatricals. Please note that additional fees may be applied for any changes made.

The following additional guidelines will apply in cancelling a licensed production:

- 2.4.1 You must notify your Licensing Representative in writing (email acceptable) within 24 hours of the first cancelled performance, stating the reason or reasons for the cancellation.
- 2.4.2 If you are presenting only one performance and you timely notify your Licensing Representative of cancellation, a full refund or transfer is granted less a cancellation processing fee of \$30.
- 2.4.3 If you are presenting more than one performance and you timely notify your Licensing Representative of cancellation of the full run of performances, a full refund or transfer is granted less a cancellation processing fee of \$30.
- 2.4.4 If you are presenting more than one performance and you timely notify your Licensing Representative of cancellation of an individual performance, a full refund or transfer of the licensing fees for the cancelled performance is granted and there is no cancellation fee.
- 2.4.5 If you notify your Licensing Representative of cancellation more than 24 hours after the first cancelled performance, no refund shall be granted.

3. Execution of Agreement. This Agreement shall be effective upon receipt by Concord Theatricals of (a) this Agreement signed by the Licensee and (b) payment in full of the fees set forth in the "Fees" section above. Due to demand and area restrictions, Performance Agreements are time sensitive. Therefore, this Agreement shall be null and void if it is not executed as described above within ninety (90) days of the Effective



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Date of this Agreement. Licensee may electronically execute this Agreement through the "Dashboard" section of the "My Account" page on www.concordtheatricals.com.

4. **Payment.** The latest date by which all licensing fees are due is ninety (90) days from the Effective Date of this Agreement. Payment for all performances must be received in full. Payment may be made by check, credit card or echeck/ACH payment. Please refer to attached invoice for fee details.

5. **General Terms and Conditions.**

5.1 No auditions, casting, rehearsals, advertising, publicity or performance of the Property may commence unless and until this Agreement is executed and all monies owing to Concord Theatricals as set forth in this Agreement are paid in full.

5.2 Licensee may not create merchandise of any kind based on the Property, whether for sale, promotional use, or free distribution, without prior written permission from Concord Theatricals.

5.3 Licensed productions of the Property are to be performed in front of a live audience only. Auditions, rehearsals, and/or performances may not be recorded, streamed, broadcast or posted at any time, in any manner or for any purpose. These restrictions apply to both audio-only and audio-visual recordings, broadcasts and postings. By way of example only, no posting or streaming of audio or audio-visual recordings to YouTube or any other social networking sites is permitted. Any such recording, broadcasting, posting or other use of a performance of the Property is a copyright infringement and will expose Licensee to serious legal consequences.

5.4 Any announcements, advertisements, publicity, promotional materials, and marketing materials, whether on the Internet or in any other media, must be in strict compliance with the terms of this Agreement, including the number and dates of performances, the number of seats, and the ticket prices.

5.5 This Agreement does not include the right to any choreography, staging, direction, costume design, scenic design, lighting design or sound design of the Property as previously presented. Licensee agrees that its production of the Property shall be a non-replica production. Neither Concord Theatricals nor the Author(s) or owners of the Property shall be obliged at any time to make any payment or offer rights participation to any person(s) whom Licensee may hire to direct, choreograph, stage, design or otherwise participate creatively in Licensee's production.

5.6 Licenses are available only for complete performances of the Property. Performances of various scenes and/or songs apart from the Property in its entirety (e.g., in connection with recitals, contests, festivals, etc., or for promotional purposes) require special permission, which must be submitted in writing in advance of any such performances. Unless permission is granted in writing by Concord Theatricals, no such performances may take place.

5.7 Licensee will present the Property using the Approved Production Script (as defined in Section 5.16 below). No abridgement or enlargement of the Property, no changes in music, lyrics, dialogue, period, setting, characters (including their gender), and/or characterizations in the Property, and no changes in running time, placement of intermission, number or order of scenes, etc., may be made without prior written permission from Concord Theatricals. In the event that any changes to the Property are approved in writing, such changes shall, upon creation, become the sole and exclusive property of Concord Theatricals, the Author(s) and the owners of the Property, as their interests may appear, and may be used by such parties free and clear of any obligation whatsoever to Licensee or any third party.

5.8 An approved logo and other promotional and marketing materials for the Property may be available from Concord Theatricals. Please contact your Licensing Representative for further information. Please review the Riders and Exhibits in Section 12 below, as well as (if applicable) any additional Rider you may have signed in connection with your production of the Property, for further requirements regarding logos, promotion and marketing of your production.

5.9 This Agreement is not transferable to any other production other than the one licensed. The rights licensed under this Agreement may not be sublicensed and/or otherwise conveyed by Licensee to any other person.

5.10 The Property is licensed for live stage performances by living actors in front of a live audience only, and may not be recorded, broadcast or distributed at any time, in any manner, or for any purpose. In no event may any audio or audio-visual recordings of readings, rehearsals or performances of the Property be posted to the internet or distributed through any digital means, including by way of streaming, downloading or copying, including without limitation, in video or audio recordings posted to YouTube, Facebook or any similar or other social networking site, or posted to the website of the theater or any personal or public website of whatsoever kind. No audio or audio-visual footage may be used in connection with any online, mobile or digital advertising or promotion of the Property.



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5.11 You must include in prominent fashion in every program for your production of the Property the following warning in text no smaller than 12-point type, and the warning must also be posted in the lobby of the Venue:

THE VIDEOTAPING OR MAKING OF ELECTRONIC OR OTHER AUDIO AND/OR VISUAL RECORDINGS OF THIS PRODUCTION AND DISTRIBUTING RECORDINGS OR STREAMS IN ANY MEDIUM, INCLUDING THE INTERNET, IS STRICTLY PROHIBITED, A VIOLATION OF THE AUTHOR(S)'S RIGHTS AND ACTIONABLE UNDER UNITED STATES COPYRIGHT LAW. FOR MORE INFORMATION, PLEASE VISIT:

<https://concordtheatricals.com/resources/protecting-artists>

5.12 The grant of rights hereunder does not include any rights to use any artwork (except to the extent otherwise expressly set forth in Section 12 below), advertising, names of actors or actresses or other personnel associated with any other production of the Property in any artwork, advertising or promotional materials for Licensee's production hereunder.

5.13 Licensee is solely responsible for obtaining formal written permission from third-party copyright owners to use copyrighted music, images, brands, or other material in Licensee's production of the Property and is strongly cautioned to do so. If no such permission is obtained by Licensee, then Licensee must use only original music and other materials that Licensee owns and controls. Licensee is solely responsible and liable for all third-party clearances (including without limitation music clearances) and shall indemnify Concord Theatricals, the Author(s) and other copyright-owner(s) of the Property, and their respective principals, shareholders, officers, directors, parents, subsidiaries, agents, employees, representatives, administrators, trustees, beneficiaries, successors and assigns against any costs, expenses, losses and liabilities arising from the use of music and other third-party material by Licensee. For the avoidance of doubt, the foregoing shall not apply to use of the music included in the Property for which sheet music or audio tracks is provided by Concord Theatricals.

5.14 In the event that the program for Licensee's production of the Property includes advertising, Licensee agrees to reserve program space no smaller than one-half (1/2) page for Concord Theatricals. Concord Theatricals shall notify Licensee in writing no later than thirty (30) days before the first performance hereunder if Concord Theatricals elects to use such program space, and shall provide Licensee with applicable files at the time of such notification. If Concord Theatricals does not provide Licensee with timely notice, Licensee shall have no obligation to reserve such program space.

5.15 Licensee agrees to reserve two (2) complimentary tickets for each performance of the Property hereunder for the use of Concord Theatricals, the Author(s) and the owners of the Property. Concord Theatricals shall notify Licensee a minimum of three (3) days prior to the applicable performance whether it requires such tickets, and agrees not to resell such tickets. Licensee shall provide Concord Theatricals with two (2) copies of the program for its production of the Property upon request by Concord Theatricals.

5.16 "Approved Production Script" is defined as the version or draft of the script of the Property to be used in connection with Licensee's production. It is understood that the Approved Production Script will be made available for purchase via www.concordtheatricals.com as the "Acting Edition." No earlier manuscript or any other versions of the Property are permitted for production without prior approval. In the event that a published Acting Edition is not available for public purchase, Licensee should contact its Licensing Representative for the most up-to-date version of the script prior to the start of pre-production and rehearsals.

6. **Representations and Warranties; Indemnification.** Licensee represents and warrants that (a) all of the information provided to Concord Theatricals, both orally and in writing, in connection with the production of the Property and/or otherwise is accurate and correct, (b) Licensee will present the Property 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 Property is performed. Licensee hereby indemnifies Concord Theatricals, the Author(s) and other copyright-owner(s) of the Property, and their respective principals, shareholders, officers, directors, parents, subsidiaries, agents, employees, representatives, administrators, trustees, beneficiaries, successors and assigns from and against any 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 Property including the performance, preparations, advertising and marketing thereof.

7. **Termination.** Failure to strictly comply with any of the terms and conditions of this Agreement, including but not limited to the provisions of Sections 2 and 5 and any Exhibits or Riders hereto, may result in the immediate termination of this Agreement and/or any such other agreements by Concord Theatricals in its sole and absolute discretion. In the event of termination, all amounts owing under this Agreement remain payable in full and shall be retained by Concord Theatricals in addition to any other rights or remedies that Concord Theatricals may be entitled to assert for breach of contract.

8. **Default.** If Licensee defaults in the performance of any of the representations, warranties, indemnities, obligations, terms and/or conditions of this Agreement, then in addition to any and all other remedies which Concord Theatricals, the Author(s) and/or the other copyright-owner(s) of the Property might have at law or equity, Licensee agrees that Concord Theatricals shall have the right to seek a temporary restraining order and a preliminary injunction to enjoin any performances of the Property. Licensee agrees to reimburse Concord Theatricals for any expenses incurred in enforcing rights hereunder, including but not limited to, attorneys' fees, court costs, telephone, fax, courier and postage charges and collection expenses.

9. **Applicable Law.** This Agreement is executed in the State of New York and shall be construed under and in accordance with the laws of the State of New York applicable to contracts made and fully performed within that State. Licensee (i) agrees that any litigation, action or proceeding arising out of or relating to this Agreement may be instituted by Concord Theatricals in any state or federal court in the State of New



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York, (ii) waives any objection which it might have now or hereafter to the venue of any such litigation, action or proceeding, (iii) irrevocably submits to the jurisdiction of any such court in any such litigation, action or proceeding, and (iv) hereby waives any claim or defense of inconvenient forum. This Agreement constitutes an offer revocable by Concord Theatricals.

10. **Revocation.** Concord Theatricals reserves the right to revoke any and all licenses for any reason upon written notice to Licensee. In the event that Licensee has paid for the license prior to such revocation, a full refund will be given to Licensee within forty-five (45) business days of written notice of license termination.

11. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assigns and may not be altered, modified or cancelled (except as herein specifically provided), except by written instrument signed by both parties hereto. This Agreement supersedes all prior or contemporaneous agreements, undertakings, warranties, representations and negotiations between the parties with respect to the subject matter hereof, except in the event that Licensee has previously executed a Rider specifically relating to its production of the Property under this Agreement, such Rider shall remain in full force and effect and shall be a part of this Agreement. No waiver shall be deemed a continuing waiver or deemed a waiver of any assignment or similar breach. In entering into this Agreement, Licensee and Concord Theatricals will each have the status of an independent contractor and nothing contained herein will constitute the parties as partners, fiduciaries, agents or employees of each other.

12. **Riders and Exhibits.** In addition to all provisions set forth above, this Agreement includes any Riders previously executed by Licensee specifically relating to its production of the Property hereunder, as well as the following additional Exhibits and Riders (if any):

Additional Riders

Title	Additional Riders
Puffs (One Act for Young Wizards)	There is a required additional rider outlining marketing requirements which must be signed and returned prior to any announcement or production planning. Please contact your licensing representative if you did not receive this rider with your initial approval.

ACCEPTED AND AGREED TO:

This Agreement and all conditions and terms contained herein are wholly binding upon the execution by Licensee hereof and the remittance of payment in full.