



CENTERSTAGE PRESS, INC.

23425 N. 39th Dr #104-216 • GLENDALE, AZ 85310 • (602) 242-1123 • www.cstage.com

PERFORMANCE AGREEMENT

REFERENCE NUMBER _____

PERFORMANCE TAPE/CD # _____
(must be returned as specified below)

APPLICATION FOR (NAME OF SHOW): _____

Pursuant to the above referenced communication, we are pleased to offer you, on behalf of the copyright owner(s), the rights to present the above PLAY under the following terms and conditions:

- A. Royalty for each regular, benefit or other performance is \$50.00 per performance.
- B. Music only performance tape(s) or CDs are RENTED as a part of the royalty fee, and must be returned to us regardless of physical condition within ten (10) days of the final performance.
- C. All scripts and vocal demo tapes/CDs will be purchased at the current price. Once purchased, these items are the property of the producing group and do not need to be returned to us.

Further, provided we have received a signed copy of this offer and all fees required, the rental and purchased material will be shipped to you at the earliest possible date. Any additional scripts may be purchased at the above listed price, but the postage/handling fees may vary depending upon the method used for delivery. In the event the rented performance (music only) tapes/cds are not returned to us within ten (10) days of your final performance date, or if the tapes/cds are lost or stolen while in your possession, then you agree to pay an additional fee of \$100.00 per tape/CD. If any of the conditions of this offer is changed, altered or modified (including the cancellation or postponement of any or all performances) you will notify us in writing immediately. Such notification may alter the fees quoted herein. The granting of this license to you to perform the Play is not to be construed as a right to interpolate new music, lyrics, or changes, or alter any music or lyrics, of any of the rented and/or purchased material. You are not permitted to make any copies of the scripts and/or tapes. You are prohibited by law from recording, reproducing, televising, or broadcasting the Play or any portion of it by any means whatsoever except as agreed to in writing in the special application included within this document.

It is further agreed, as follows:

1. You agree that the material provided to you will not be used for any purpose other than as stated herein and shall not be copied, reproduced, sold or otherwise distributed by you or any other third parties with your permission. You also agree to return to us the performance tape(s) or CDs within ten (10) days after your final performance, postage pre-paid.
2. You will pay transportation both ways for the rented and purchased material, as well as any customs, duties and similar imposts in connection with shipments or material outside the United States. We shall make shipments by U.S. Mail, UPS, FedEx or by other carrier at our sole option. Any expense we incur with respect to delivery or return of the material shall be charged to you. You agree upon demand promptly to reimburse us for the full amount of such expense.
3. In the event any performance(s) for which a royalty has been paid is cancelled, and verified proof of such is provided to us, we will refund the royalties for same. No other refunds of any kind will be made.
4. We make no representation that the material indicated herein is adequate for your needs nor any representation as to the condition of the material over and above that it is new. All materials we provide are subject to breakage and wear while in your possession and we specifically do not warranty or guarantee them in any way.
5. You shall bill the Play and the author(s) in a conspicuous manner on the first page of credits in all programs and on houseboards, displays, and in all other announcements. The statement "Produced by special arrangement with CenterStage Press." shall appear beneath the author(s) credit in all programs.

7. In the event you should desire to present performances in addition to the ones set forth in this agreement, you will notify us and pay for additional royalties in advance of the additional performances.

8. You shall submit to us within five (5) days following demand by us, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each performance.

9. Performance tape(s) or CDs will be mailed to you in operating condition. You are responsible for damage or breakage. If you desire a safety or back-up copy of this tape/CD you must request it in writing, pay for any postage or shipping, and any such tape/CD must be returned to us.

10. This LICENSE hereby granted to you is conditioned upon fulfilling all of your obligations hereunder, including the payment of rental, purchase amounts and royalty fees when due. You agree to reimburse us for any expenses incurred by us enforcing our rights hereunder including, but not limited to, attorney's fees, telephone charges, and collective expenses.

11. We warrant that on behalf of the owner(s) of copyright of the Play, we are authorized to grant this license to you. We make no other warranties.

If ALL the terms, conditions, and provisions contained herein are acceptable to you, please complete the form below, have an authorized official of your group sign it and return it to us along with your payment in full of any outstanding amount due. We will issue a PERFORMANCE LICENSE for the Play. We will send you a copy of this License Agreement. Our acknowledgement of same will constitute a valid agreement.

(PLEASE PRINT)

PRODUCING GROUP _____ E-mail _____

ADDRESS _____ PHONE _____

CITY _____ STATE _____ ZIP _____

PLACE OF PERFORMANCE (if different from above) _____

PERFORMANCE DATE(S) _____

TOTAL NUMBER OF PERFORMANCES _____ BOX OFFICE PHONE NUMBER _____

SIGNATURE _____ Email _____

TITLE _____ DATE _____

MAIL OR FAX TO CENTERSTAGE PRESS • 23425 N. 39th Dr. #104-216 • Glendale, AZ 85310 • FAX (602) 242-1123

SPECIAL APPLICATION & AGREEMENT IN RE: VIDEO RECORDING OF PERFORMANCE(S)

[] YES! We (producing group) wish to videotape performances of the above play and agree as follows: that copies of this tape may be given or sold only to cast and crew members as a record of their work and as personal mementos, and that sale of these tapes to anyone else would be an infringement of the copyright of the Author(s). It is further agreed that permission is granted solely to the producing group named on this contract. It is further agreed as follows:

1. The fee for this special privilege is \$5.00 per tape/dvd copy which will be paid to us within 30 days from the last performance date.
2. The right to make video copies will terminate forever upon the 30th day after the date of the final performance.
3. We will send Centerstage Press the original camera tape(s) and any edit masters, no other copies will ever be made.
4. Our school or organization will obtain any and all legal releases from each person in the cast and crew.
5. The words "This tape/dvd contains copyrighted materials, and is made by special permission of the Author(s). Permission for any use must be obtained in writing from the Author(s)." must appear on all copies.

NAME _____ SIGNATURE _____ DATE _____