

## MUSICAL THEATER PRODUCTION AGREEMENT

This Musical Theater Production Agreement (the “**Agreement**”) is entered into as of the Effective Date set forth below, by and between Philippe’s Escape, LLC (“**Owner**”), a Montana limited liability company, and *the person or entity approved and signing below* (hereinafter, the “**Producer**”), with a principal residence or place of business at the address set forth below, governing the principal terms between the parties hereto (the “**Parties**”) for the production by Producer of a limited run of the original musical theater production entitled *Philippe’s Escape* (the “**Property**” as more fully defined below).

### **RECITALS**

**WHEREAS**, Owner owns or controls all rights to the Property; and

**WHEREAS**, Producer desires to produce a limited live-engagement public performance of the Property

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency of which is acknowledged by both Parties, the Parties hereto agree as follows:

### **AGREEMENT**

1. **PROPERTY:** The Property shall consist of the digitally-delivered script, stage direction, music score, recorded background music, and recorded rehearsal tracks for the musical theater production entitled *Philippe’s Escape* set forth in detail in Exhibit A hereto and incorporated by this reference, but shall not include pre-printed and delivered score books or scripts (the “**Additional Property**”) (see paragraph 2(c) below).
2. **GRANT OF RIGHTS:** Upon payment of the Production Fee (as defined below) during the Term and in the Territory (as defined below), Owner grants to Producer the following public performance rights for the Property (collectively, the “**Rights**”):
  - a) The non-exclusive right to produce, cast, rehearse, perform publicly, advertise, publicize, and promote up to a total of nine (9) performances of Property (the “**Performances**”) within one (1) week before a live audience (paying or otherwise); provided that non-paying dress rehearsal productions with audiences shall not be considered Performances nor shall special performances adjusted to accommodate a particular audience (e.g., spectrum disabled, hearing or vision impaired, etc., hereinafter a “**Special Performance**”) where such performance is in addition to ordinary paying performances, so long as such rehearsals or Special Performance occurs within the same two (2) week period that includes the Performances.
  - b) The right to photograph and/or audio-video record the Property during rehearsals and Performances for marketing, publicity, and archival purposes, provided that no recording of a Performance may be distributed, sold, or otherwise exploited by Producer as a simulcast of a Performance (whether via broadcast, cable, internet, or otherwise) or after the Term without Owner’s prior express written authorization.

- c) Upon payment of the Additional Property Fee (as defined below), the non-exclusive right to use (but not to duplicate) the Additional Property, subject to the limitations set forth below in paragraph 4 and the Additional Property Addendum and Owner's right to receive the Additional Property returned in substantially the same condition as received by Producer, as secured by the Security Deposit (as defined in the Additional Property Addendum).
3. **OWNERSHIP, CREDIT, DROIT MORALE:** All right, title, and interest, including all ownership of copyrights, trademarks, intellectual, and personal property in the Property and the Additional Property shall be and remain vested in Owner, subject to the license granted Producer hereunder. Owner shall be granted credit on all programs, advertising, marketing, and publicity materials and releases in the main title bloc, in font and typeface no less visible than the main title font, and in size no less than one-half (½) the main title and at least 1/5<sup>th</sup> larger than any other credit (with the exception of Production Company, Venue, or Performance dates) substantially as follows (font type is an example only):

## *PHILIPPE'S ESCAPE*

*Book, Music & Lyrics by*

*Laurence Markarian*

Owner retains all droit morale (moral rights) in the Property. The Performances (except for reasonable accommodations for Special Performances) shall substantially conform to the book, music, and lyrics of the Property. Any substantial deviation from the premise, setting, characterizations, and nature of the story and its music shall be deemed an authorized derivative work, subject to action for copyright infringement. For example, due to the nature of the setting, changing the gender of the character Phillippe would be a substantial and unacceptable deviation. This is not to say that the actor portraying the character Phillippe must be male, but rather that Phillippe must be portrayed as male by whomever acts the part. Producer should contact Owner with any questions or concerns in this regard.

4. **PRODUCTION FEES:**

- a) Nine (9) Performances: \$695
- b) Additional Property Choices (i.e.):
  - \$50 per additional performance
  - Printed Script for perusal only
  - Printed Conductor Piano Score for perusal only
  - Rental fee for Play Scripts
  - Rental fee for Music Books
  - Rental fee for Costumes

5. **TERM and TERRITORY:**

- a) The term of this Agreement shall be from the Effective Date set forth below until the date not more than one (1) week after the final Performance, to allow time for non-paying dress rehearsal and Special Performance above, during which there shall otherwise be no more than nine (9) total Performances before a live audience during a two-week span (the "**Term**"). For more than nine (9) Performances, please contact Owner for extension

quotations. In no event shall the Term extend beyond one hundred twenty (120) days in total from the Effective Date.

- b) The territory of this Agreement shall be defined as the geographic area within a radius of one (1) mile of the venue of the Performances (the "Territory") during the Term and for a period of six (6) months thereafter.

**6. OWNER WARRANTIES:** Owner warrants, represents and agrees that:

- a. Owner has the full right, power, legal capacity and authority to enter into this Agreement, to carry out the terms hereof and to grant to Producer the rights, licenses, and privileges herein granted.
- b. Neither the Property nor any of the contents thereof, nor any other materials delivered hereunder shall violate or infringe upon the copyright, literary, dramatic, motion picture, privacy, publicity, trademark, service mark, or any other right of any person or party or constitute unfair competition against or slander or defame any person or entity.
- c. There are not now any liens, claims, encumbrances, legal proceedings, restrictions, agreements or understandings which might conflict or interfere with, limit, derogate from, or be inconsistent with or otherwise affect any of the provisions of this Agreement.
- d. Owner will not, during the Term, cause any liens, claims, encumbrances, legal proceedings, restrictions, agreements, or understandings that might conflict or interfere with, limit, derogate from, or be inconsistent with or otherwise affect any of the provisions of this Agreement.
- e. Owner has obtained the necessary rights and licenses to all 3<sup>rd</sup> party materials, including talent releases and music clearances.

**7. PRODUCER WARRANTIES:** Producer warrants, represents and agrees that it has the full right, power, legal capacity, and authority to enter into this Agreement and to carry out the terms hereof. Producer warrants and represents that it shall procure all reasonably necessary or appropriate insurance coverage for the rehearsal, production, and performance of the Performances, and that Owner shall have no engagement or liability in respect thereto.

**8. LIMITATION ON LIABILITY / INDEMNIFICATION:** Owner shall not be liable to the Producer, or any third party, for any claim arising out of the filming, editing, performance, or use of the Property by Producer. Producer shall indemnify Owner against any damages, costs and fees (including reasonable attorney's fees) it incurs from a third-party claim for any breach of Producer's representations above, or any claim brought against Owner by a third party related to Producer's breach of its representations above. Owner indemnifies and holds Producer harmless for any damages, costs, and fees (including reasonable attorney's fees) it incurs from a third-party claim for any acts of Owner that constitute a material breach of its representations, warranties, or obligations under this Agreement.

**9. PRODUCER RESPONSIBILITIES:** The Producer shall pay for all costs associated with the production of the Property, Performances, and Special Performances, including but not limited to marketing, advertising, venue rental, ticketing, permits, licenses, insurance, and all other costs of the production, and Owner shall have no obligation in respect of the production.

**10. PRODUCER LIMITATIONS:** The Producer shall not, under any circumstances, copy (except for internal production use, said copies to be destroyed at the conclusion of the Term), forward, share, distribute, or otherwise disseminate any aspect of the Property except as specifically licensed

hereunder. Any such copying, sharing, distribution, or dissemination will constitute not only a breach of this Agreement but also an act of intentional copyright infringement, subjecting Producer to potential liability, all of which rights are reserved by Owner.

11. **DELIVERY:** Owner agrees that, upon payment of the Production Fee and/or Additional Property Fee concurrent with the Effective Date, it shall reasonably promptly electronically provide to Producer the delivery elements listed on Exhibit A, including any Additional Property if so requested by Producer by trackable courier or mail service.
12. **GOVERNING LAW AND DISPUTE RESOLUTION:** This Agreement shall be governed by and construed in accordance with the laws of the State of Montana. Any dispute shall first be referred to detailed and committed discussions by the principals of Producer and Owner, and then if unsuccessful to binding arbitration in Missoula, Montana.
13. **COMPLETE AGREEMENT / ASSIGNMENT:** This Agreement (including the election of Additional Materials, if such is the case) represents the final agreement of the Parties with respect to its subject matter. This Agreement may only be amended or terminated in writing by the Parties hereto. This Agreement can only be assigned, in whole or part, by Producer to any successor or acquiring entity provided that such entity agrees to be bound by the terms of this Agreement.

WHEREFORE, the Parties agree to be bound hereby upon Producer printing, signing, and returning this agreement to Owner via mail or email and clearance of payment and acceptance by Owner of Producer's Application and return of a fully-executed license by email or mail dated with the Effective Date set forth below Owner's signature.

**AGREED AND ACCEPTED BY:**

**PHILIPPE'S ESCAPE, LLC**

PRODUCER AS DEFINED BELOW

\_\_\_\_\_  
Producer's Name

By: \_\_\_\_\_  
Laurence Markarian  
Its: Manager via Chantilly Productions, LLC

\_\_\_\_\_  
Producer's Signature

Effective Date: \_\_\_\_\_

**PRODUCER CONTACT SHEET**

**NOTE: The contact information you provide below will be used for all contract correspondence. Please check for accuracy and update us with any changes to this data regularly.**

<b>Producer Name: Last</b>	M.I.	First
<b>Production Company</b>	Venue or Presenting Organization (Optional)	
Address Line 1	City, State	
Address Line 2	Zip	Country USA
Email Address 1:	Phone (please list 2 numbers):	
Email Address 2:	SS# or EIN#	
Producer Signature X: _____	Print Signatory Name & Title X: _____	

<b>Secondary Contact Name: Last</b>	M.I.	First
Address Line 1	City, State, Zip, Country	
Phone 1:	Phone 2:	
Email Address:	Email Address 2:	

**PERFORMANCE DATES**

Performance No 1	Performance No 7
Performance No 2	Performance No 8
Performance No 3	Performance No 9
Performance No 4	Performance No 10
Performance No 5	Performance No 11
Performance No 6	Performance No 12

**EXHIBIT A**  
**DELIVERABLES**

**Materials Provided for Rehearsal**

1. Book (pdf) - “PRODUCTION BOOK”
2. Scripts (pdf) - “PLAY SCRIPT”
3. Piano conductor score and instrumental parts (pdf) - “ALL MUSIC SCORES”
4. Audio: Professionally recorded original songs (*Full Orchestra & Voices*) for all 12 original numbers and 1 non-original number (La Marseillaise) – For reference or rehearsing purposes (mp4) - “ORIGINAL ORCHESTRA+VOICES”
5. Audio: Professionally recorded backing tracks (*Full Orchestra*) for all 12 original numbers and 1 non-original number (La Marseillaise) - For rehearsals (WAV files) - “ORIGINAL BACKING TRACKS”

**Materials Provided for Performance**

1. Audio: Full show soundtrack includes all original numbers and all non-original numbers. (WAV files) – “ALL SOUND TRACKS”
2. Audio: Sound effects (WAV files) – “SFX”

**Materials for Marketing and Promotion**

1. Artwork for poster (jpg, pdf, and png) – “ARTWORK”

**Additional Property Materials (if selected)**

- (See Additional Property Addendum for details)

**ADDITIONAL PROPERTY ADDENDUM**  
**For Producers who order and pay for printed books via individualized quotes**

The playscript and the music books are deliverable (rentable) as printed books.

**- Play Script**

**- Music Scores:**

Piano Conductor Score

Libretto

Reed 1 (Flute, Clarinet)

Reed 2 (Clarinet, Bass Clarinet, Bassoon)

Violin I & Violin 2 / Viola

Cello

Trombone

Trumpet

Double Bass

Drums

Acoustic Guitar / Banjo

Keyboard 2

**- Costumes**

Please use the Order Form for the books and/or costumes you wish to order. Please note that you will receive a responsive email indicating the additional charge and method for payment of rental, delivery, and return fees, as well as a security deposit ensuring the books are returned in good order and condition, ordinary and acceptable wear and tear excepted.

Upon receipt of the returned materials, they will be examined for completeness and condition, and your security deposit will be refunded less any costs of replacement of missing or damaged and unusable returned materials.

Producer Initials \_\_\_\_\_

Owner Initials: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_