

Student Organization Fund for Expenditure in Excess of \$1,000.00

SCHOOL UHS

DATE 9/9/11

ACCOUNT NAME Spring Musical

ACCT.# 2077

VENDOR Tams - Witmark Music Library Inc

AMOUNT \$3,477.00

PURPOSE OF EXPENDITURE (ATTACH APPROPRIATE INVOICE(S):

Materials & rights for fall show
(see attached)

In accordance with the Student Organization Funds - Policy and Procedure Manual, I request approval of the referenced expenditure in excess of \$1,000.00

Laurie DelGuercio

NAME

Laurie DelGuercio

SIGNATURE

BOARD APPROVAL DATE: 9/20/11

Per the Student Organization Funds - Policy and Procedure Manual, student bodies, only with written approval of either/or the Board Secretary/Business Administrator, may obligate themselves by contract for the purchase of goods and services greater than \$1,000.00

I approve the purchase of goods/services per the attached.

JAMES J. DAMATO, BOARD SECRETARY

DATE

KAREN M. DUNN/BUSINESS ADMINISTRATOR

DATE

Date 4/18

I. This will authorize the Treasurer of the UNION HIGH SCHOOL BOOSTER ASSOCIATION to pay \$ 3,477 to the order of Toms-Watmough Music Library and charge the account of Sony Music Acc't. No. 77
Purpose: Materials + Rights for the Fall Show

Fall Show
Club or Activity Faculty Adviser - Signature

II. Account Balance \$ 5634.42 Verified by [Signature]
Date 9/8/11 Comment _____

III. Approved [Signature] Date 9/8/11
Principal - Signature

IV. Date Paid _____ Check No. _____ Account No. _____

Processed by _____

SUPERINTENDENT'S APPROVAL _____

Breakdown of costs:

Performance November 17th 2011- \$925.00

Performance November 18th 2011-\$605.00

Performance November 19th 2011- \$605.00

Performance November 20th 2011-\$605.00

Orchestra Books (2.5 months)- \$737.50

Total: \$3477.00



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800-221-7196 • FAX 800-826-7121 • www.tams-witmark.com

August 15, 2011

Union High School
2350 North 3rd Street
Union, NJ 07083

51850
Account number

Attn: Mr. James Mosser

Dear Mr. Mosser:

We recently sent you a royalty and rental quotation for your forthcoming musical stage presentation. Should you have misplaced our original letter, your quotation was:

	Royalty and Rental for first performance	Charge for each additional consecutive performance
CABARET (REVISED-1987)	\$925.00	\$605.00

The above quotation is based on a seating capacity of 800, with the consideration that all of the seats will not be filled, and tickets priced at \$12.00, \$10.00, \$8.00 and no charge.

Our conditions of lease are contained on the enclosed information sheet. We also enclose a contract which we require completed in full, signed and returned to us when ordering.

When returning your signed contract, please send us a school purchase order or your check for the full royalty and rental of all material. In place of the purchase order we will accept the signature of your Principal or chief administrator on our contract. If we do not receive a purchase order, your check, or our contract signed by the Principal or chief administrator, we cannot ship the rehearsal material. We do not ship COD.

Should you have now decided to present a show, please return your signed contract so we can schedule shipment of the material to you.

Tams Witmark will be happy to send, for two weeks, perusal books and scores of any shows you would like to read and study for possible production. There is no charge for this valuable service other than

TAMS-WITMARK MUSIC LIBRARY, INC.

560 LEXINGTON AVENUE, NEW YORK, N.Y. 10022

LICENSE AGREEMENT, MADE ON BEHALF OF THE COPYRIGHT PROPRIETORS, TO BE SIGNED BY ENTITIES PERFORMING MUSICAL SHOWS

363097

August 15, 2011

*

Licensee, whose name appears below, hereby agrees to pay the rentals and royalties specified in the quotation letter of Tams-Witmark Music Library, Inc., hereinafter the Licensor, relating to the performance of the musical work (fill in title) CABARET (REVISED-1987)

hereinafter the Play, on the spoken stage, in the English language for (fill in number of performances) 4 performances on (fill in all perf. dates) Nov. 17, 18, 19, 20

at (fill in name of auditorium or hall, street address, city and state) Union High School Theatre
2350 N 31st Street Union N.S. 27093 (fill in auditorium phone #) 908 851 6780

The maximum seating capacity of the above auditorium is (fill in number of seats) 800

The admission prices to be charged are (fill in prices) \$12.00, \$10.00, \$9.00, No charge

The royalty and rental quotation given to Licensee by Licensor for this show is (fill in price) \$ 925.00 for the first performance and (fill in price) \$ 605.00 for each additional consecutive performance. To be considered consecutive, each performance must be presented in the same auditorium and within fourteen days of the preceding performance.

All contemplated performances have been listed above. Licensee agrees that no changes can be made in the dates or number of performances, capacity or location of auditorium and/or admission prices. Licensee agrees that should Licensee desire any changes, Licensee will immediately request the approval of Licensor, and that if such changes are approved by Licensor, an increase in the royalty and rental prices quoted may result. Licensor reserves the absolute right to approve or disapprove any desired changes or additions to this License Agreement. All changes or additions must be requested in writing and become effective only when approved by Licensor in writing. Licensee agrees that Licensee will not present, announce, advertise or sell tickets for any additional performances until Licensor has specifically licensed Licensee to perform these additional performances.

ALL OF THE TERMS ON THE REVERSE SIDE HEREOF AND ALL OF THE PROVISIONS OF THE ENCLOSED SHEET ENTITLED "INFORMATION REGARDING THE RENTAL OF MUSIC AND DIALOGUE MATERIAL OF MUSICAL SHOWS FOR STAGE PERFORMANCE" APPLY TO THIS LICENSE AGREEMENT AND ARE MADE PART HEREOF. Licensee agrees that the music and dialogue material will be returned to the Licensor, prepaid, within seven (7) days, after the last performance hereunder and that the full replacement costs of all missing or mutilated material, additional royalty, rental, any other fees and charges in connection with this transaction, will be paid. Licensee understands Licensee is responsible for all material in transit, until it is delivered to Licensor at the above address.

The material rented to Licensee shall not be copied, reproduced, sold or otherwise distributed by Licensee or with Licensee's permission, and shall be used only for the purpose of giving the performances above specified.

The above shall constitute a valid agreement between Licensor and Licensee when properly signed by the Licensee, returned to the Licensor and either acknowledged in writing to the Licensee by the Licensor, or upon the shipment of rehearsal material to the Licensee.

Check here if Licensee will use an orchestration.
Licensee will want to rent the orchestration for a total of (fill in number) 2.5 months before the first performance.

Check here if Licensee WILL NOT use an orchestration

Licensee will want to rent the rehearsal material for a total of (fill in number) 2.5 months before the first performance.

Union High School
222 (Licensee) 51850

By [Signature] Director of Theatre
Signature and Your Title or Position
Licensee's Phone # 908 851 6780

PLEASE MAKE AND KEEP A COPY OF THIS LICENSE AGREEMENT SO THAT YOU CAN NOTIFY US PROMPTLY SHOULD YOU DESIRE TO MAKE ANY CHANGE IN ANY OF THE INFORMATION YOU HAVE SUPPLIED.

SEE REVERSE SIDE FOR ADDITIONAL TERMS WHICH CONSTITUTE PART OF THIS AGREEMENT.

SEE ENCLOSED SHEET ENTITLED "INFORMATION REGARDING THE RENTAL OF MUSIC AND DIALOGUE MATERIAL OF MUSICAL SHOWS FOR STAGE PERFORMANCE" WHICH CONSTITUTES PART OF THIS AGREEMENT.

TAMS-WITMARK MUSIC LIBRARY, INC.

560 LEXINGTON AVENUE NEW YORK, N.Y. 10022

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INFORMATION REGARDING THE RENTAL OF MUSIC AND DIALOGUE MATERIAL OF MUSICAL SHOWS FOR STAGE PERFORMANCE

The music and dialogue that is included in the rental charge given in Licensor's quotation letter comprises:

- A. One score for use by the conductor. (This is a piano-conductors's score)
- B. Vocal parts for the principal singers, and 25 chorus parts.
- C. One prompt book, containing the complete dialogue.
- D. Dialogue parts for the speaking characters.

The rehearsal material (as listed in paragraphs A, B, C and D above) is loaned for a period of three months. However, the rehearsal material is to be returned within seven (7) days after the last performance regardless of when it was originally received, even if less than a three-month period has expired. Should the rehearsal material be required longer than three months prior to the first performance, there is an additional rental charge of one-hundred twenty-five dollars (\$125.00) per month.

SHOULD YOU REQUIRE ORCHESTRA PARTS FOR THE SHOW, YOU MUST CHECK THE APPROPRIATE BOX ON THE AGREEMENT FORM, AND INDICATE THE NUMBER OF MONTHS YOU REQUIRE THE ORCHESTRATION. THERE IS A RENTAL CHARGE OF TWO HUNDRED NINETY-FIVE DOLLARS (\$295.00) PER MONTH FOR THE ORCHESTRATION. Should you require the orchestration, it must be rented for a period commencing a minimum of one month prior to the first performance. Should performances continue over a period of more than one calendar week (Monday through Sunday), additional orchestration rental will be charged pro-rated by the one-quarter month. Extra orchestra parts (We supply strings 2-1-1-1) rent for fifteen dollars (\$15.00) each per month. The use of a synthesizer, or any other electronic sound producing device, not authorized by the Licensor in writing, is prohibited.

The Stage Manager's Guide, which contains some helpful staging information, is not part of the ordinary rehearsal material, but can be obtained for many shows at an extra rental of seventy-five dollars (\$75.00) for any part of a 3-month period. Additional prompt books rent for six dollars (\$6.00) each for a three-month period. Additional conductor's scores, if published, rent for sixteen dollars (\$16.00) each for a three-month period, and if unpublished, rent for twenty-four dollars (\$24.00) each for a three-month period. If more than twenty-five chorus books are required, there is an additional rental charge of six dollars (\$6.00) for each extra copy for a three-month period. Should any of the above additional material be needed for more than a three-month period, the rental for the extra time will be pro-rated on a monthly basis. However, there is no reduction from the three month rate should the additional material not be needed the full three months. The licensee must report, in writing, any error or deficiency in material received within seven (7) days after receipt of the material.

All material must be returned to the library within seven (7) days after the last performance. Additional rental charges in the above amounts will be made on material returned more than seven (7) days after the last performance. When returning material, always wrap securely, insure sufficiently and mark the wrapper with the name of licensee's organization and account number so licensor can issue proper credit. The licensee is responsible for all material while in transit both ways. IT IS UNDERSTOOD THAT THE LICENSEE PAYS ALL SHIPPING CHARGES ON PACKAGES BOTH WAYS. THE LICENSEE PAYS ALL BROKERAGE, CUSTOMS, AND ENTRY CHARGES BOTH WAYS ON FOREIGN SHIPMENTS. FOREIGN SHIPMENTS MUST BE SHIPPED BY AIR TRANSPORTATION BOTH WAYS, AT LICENSEE'S EXPENSE.

All payments must be made by check or money order in United States funds, payable on a bank in the United States.

The licensee agrees to indemnify the Licensor and the authors and producer of the play from any claim arising out of the violation by the licensee of any of the provisions of this agreement.

This agreement shall be interpreted and governed by the laws of the State of New York. This agreement expresses the entire understanding and agreement of the parties hereto, and it may not be changed or terminated orally. This agreement may only be amended by a written document that is prepared by the Licensor and signed by the Licensor. This agreement shall at all times be the only agreement between the parties hereto with respect to the Play. Any agreement, letter, or document prepared by the licensee or any third party regarding the Play shall not bind or obligate the Licensor in any manner whatsoever, regardless of whether the Licensor signs such agreement, letter or document.

Any dispute or controversy arising out of or under this agreement or pertaining thereto 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. The parties hereto hereby consent to the jurisdiction of such courts.

Licensee represents and agrees that during the term of this agreement licensee will not be party to or otherwise covered by a contract with Actors Equity Association with respect to the play.

Licensee agrees to perform the play in accordance with the material furnished by the Licensor and agrees to make no additions, transpositions, or interpolations of any kind in the music score or book. Licensee agrees that all performances of the play will faithfully preserve the story, plot, characters, characterizations, situations, ideas and form of the play as written. The rights granted to the licensee do not include any right to the original or other choreography, direction or staging, costume designs or scenery designs.

The rights granted to the licensee do not include any right to the original or other graphic material, artwork, logos, photographs, and recordings, of and/or relating to the show. The right to radio/broadcast, telecast, place on the internet or any other electronic media, or record the play, or any part thereof in any manner is not included.

CONTINUED ON REVERSE SIDE OF THIS PAGE.

RETAIN THIS SHEET FOR FUTURE REFERENCE. IT IS PART OF YOUR LICENSE AGREEMENT.

Union High School

Union High School
August 15, 2011

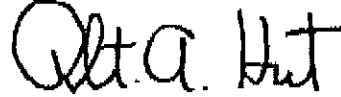
51850

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the mail charge. We will also be pleased to answer any questions you may have concerning producing shows or the correct procedure for placing your order. You will find the production of stage musicals a most worthwhile and rewarding activity.

Sincerely yours,

TAMS-WITMARK MUSIC LIBRARY, INC.



Chairman

RAH:vfp

I am returning herewith my signed and completed agreement for presentation of Capulet

I would like perusal copies of _____

Please be certain to fill in ALL information on the agreement, including the performance dates, seating capacity and admission prices. Your contract will not be accepted and will be returned to you as unacceptable if all the information is not complete. We are appreciative of your care in supplying complete information.