SAMPLE AGREEMENT • FOR REVIEW ONLY

Cape Morton

Theatrical Performance License Agreement | Book & Lyrics by Richard F. Hamre | Music by Albert Ignatius

Not a performance license

This sample explains the standard terms for a prospective production. It is not a signed agreement and does not grant performance rights. A completed theater-specific agreement, signed by both parties and paid in full, is required before performances are authorized.

This Theatrical Performance License Agreement (the “Agreement”) is made as of the date entered in Schedule A between Richard F. Hamre, an individual (the “Licensor”), and the theater organization identified as Licensee in Schedule A (the “Licensee”). The parties agree as follows.

1. The musical and permitted performances

“Musical” means the two-act theatrical work Cape Morton, comprising the script, dramatic dialogue, lyrics, and 14 musical numbers, together with supplied production audio, to the extent Licensor controls or is authorized to license the relevant rights. “Production Materials” means the digital files supplied under this Agreement. “Public Performance” means a presentation to an audience, whether admission is charged, complimentary, by donation, or free; a private rehearsal for the production team is not a Public Performance.

Subject to this Agreement, Licensor grants Licensee a limited, nonexclusive, nontransferable license to present the Musical live only at the venue, on the dates, and for the number of Public Performances listed in Schedule A. No touring, additional venues, additional performances, sublicensing, or adaptation is authorized without prior written consent.

2. When authorization becomes effective

The license takes effect only after both parties sign this Agreement (including Schedule A) and Licensor receives the full license fee. No Public Performance is authorized before then. Schedule changes, additional performances, and additional venues require Licensor’s advance written approval. All rights not expressly granted are reserved. No exclusive premiere designation, future production option, broadcast, film, television, live-streaming, or general online distribution rights are included.

3. License fee and payment

The standard fee is US $100.00 per authorized Public Performance. The total licensing fee is $100.00 multiplied by the number of performances shown in Schedule A, unless a signed rider states otherwise. The fee is not calculated as a percentage of ticket revenue and applies to free-admission and benefit performances.

The fee is due before delivery of Production Materials. No separate digital-material rental fee or security deposit will be charged. Additional authorized performances are $100.00 each and must be paid for before they occur. Waivers or discounts are valid only if confirmed by Licensor in writing.

4. Digital production package and use

Licensor will provide electronically: (a) the complete two-act performance script; (b) demonstration recordings of the 14 musical numbers; (c) instrumental accompaniment tracks without prerecorded lead or backing vocals; and (d) lyric sheets for the vocal numbers. Licensee may rehearse with, and play the supplied accompaniment tracks during, its authorized live performances. No live orchestra is required when the provided tracks are used. All vocals, including harmonies, are performed live by the cast.

Licensee may make a reasonable number of working copies for its director, cast, musical personnel, and production team, and must limit access to those persons. The files may not be sold, publicly posted, transferred to another company, distributed as stand-alone recordings or scripts, or used for a different production. The theater is responsible for providing suitable playback equipment and operators.

5. Directorial discretion; changes to the work

Licensee controls the practical design and staging of its production, including scenery, lighting, costumes, choreography, blocking, and stage movement. One performer may portray multiple roles, without separate approval, when those characters need not appear together in the same scene and the dramatic continuity is preserved.

Licensee may not add, omit, combine, substantially revise, or replace characters, scenes, dialogue, lyrics, songs, musical material, or the storyline without Licensor's prior written approval. Approval of a change applies only to the specific authorized production unless stated otherwise in writing.

6. Credit and permitted promotion

In programs and principal publicity in which author credits customarily appear, Licensee shall use the credit: "CAPE MORTON — Book & Lyrics by Richard F. Hamre — Music by Albert Ignatius." Reasonable changes to capitalization or typographic layout are permitted, but authorship may not be misattributed. Cast and creative-team credits are at the theater's discretion.

Licensee may use the title, descriptions, and any promotional assets specifically supplied or approved by Licensor solely to advertise the authorized production. It may not suggest that Licensor endorses unrelated products or services.

7. Limited geographic scheduling protection

Although this Agreement is otherwise nonexclusive, after it becomes effective Licensor will not newly authorize a different production of Cape Morton at a venue within a 30-statute-mile straight-line radius of Licensee's approved performance venue during the period beginning 30 calendar days before the first authorized Public Performance and ending 30 calendar days after the final authorized Public Performance.

This protection does not cancel or displace a license or other binding commitment made before this Agreement became effective. It does not cover venues outside the radius or dates outside the protection period, and it is not a grant of statewide exclusivity. Known relevant prior commitments, if any, are identified in Schedule A.

8. Archival and promotional recording

Licensee may create one complete video recording of its live production solely for internal, noncommercial archival reference. That complete recording may not be sold, publicly screened, posted online, broadcast, streamed, or otherwise made available outside the producing organization.

Licensee may create and publicly share brief excerpts of its performance solely to advertise the licensed production (including on its website and customary social media), provided all needed permissions from cast, production personnel, and other rights holders are secured. No live stream, full-show upload, commercial cast recording, audio album, or sale or distribution of a complete performance recording is granted. Such uses require a separate written agreement and any further rights clearances.

9. Rights and third-party material

Licensor will supply materials that Licensor reasonably believes may be used for the purposes expressly authorized by this Agreement, and will promptly disclose any known restriction that would materially affect the licensed production. This Agreement grants no rights beyond those Licensor owns or is authorized to grant. No representation is made that every separate component of the Musical is independently protected by copyright.

Licensee is responsible for securing all permissions required for third-party material it adds to its own production, and for obtaining any necessary cast, musician, or personnel consents. The parties will promptly notify one another of any credible third-party rights issue that could materially affect scheduled performances.

10. Ownership and handling of materials

No ownership of the Musical or Production Materials transfers to Licensee. All applicable rights in human-authored script and lyric text, protected sound recordings, and other protectable components remain with their respective rights holders. Licensee may not remove identifying notices or register any part of the Musical in its own name.

After the last authorized performance, Licensee shall discontinue use of the materials, delete unnecessary working copies, and prevent further distribution. It may retain one internal reference or business-record copy under secure control and the one archival video permitted by Section 8; neither may be used for additional performances.

11. Cancellation and postponement

If Licensee cancels before Production Materials are delivered, the license fee will be refunded unless the parties have expressly agreed otherwise in writing. After delivery, fees are nonrefundable except where cancellation results from Licensor's material breach or inability to provide the agreed performance rights.

Licensee may request postponement in writing. If Licensor approves revised dates and venue in writing, fees paid will be credited toward the same number of rescheduled performances, subject to existing geographic and scheduling commitments. A postponed schedule does not automatically retain the original protection period. Additional performances require additional fees.

12. Material rights problems

If a substantiated rights problem prevents use of a supplied component, the parties will cooperate in good faith to assess an authorized substitute or reasonable correction without materially changing the work unless approved in writing. If no lawful, workable solution permits an affected performance to proceed, Licensee may cancel the affected performance(s) and receive a refund of the corresponding performance fee(s). Neither party assumes a separate indemnity, legal defense, or attorney-fee reimbursement obligation under this sample absent a signed amendment.

13. Production responsibilities

Licensee is responsible for producing the live event, including casting, rehearsals, venue operation, workplace and audience safety, applicable licenses and permits, payroll and labor obligations, taxes, ticketing, customary production insurance, accessibility, and clearance of any independently added material. This Agreement does not create an employment, partnership, joint venture, or agency relationship between the parties.

14. Breach and termination

If either party materially breaches this Agreement, the other may give written notice specifying the issue. A breach capable of cure must be corrected within 10 business days after receipt of notice, unless the parties agree in writing to another time. An uncured material breach permits termination by written notice, without limiting remedies otherwise available under applicable law. Unauthorized performances or public distribution of Production Materials must cease immediately upon notice pending resolution.

Termination for Licensee's breach does not create a refund right for amounts already nonrefundable under Section 11. Accrued payments, ownership restrictions, confidentiality of nonpublic production files, and restrictions on retained recordings survive expiration or termination as applicable.

15. Notices, assignment, and amendments

Notices and approvals may be sent in writing to the email addresses in Schedule A, with each party responsible for notifying the other of changes. Licensee may not assign this Agreement or transfer its performance rights without Licensor's written consent. Modifications must be in a writing signed by both parties. A party's failure to enforce one provision at one time does not waive the right to enforce it later.

16. Florida law; complete agreement

This Agreement is governed by the laws of the State of Florida, without giving effect to conflict-of-law principles, unless the parties state otherwise in a signed amendment. The parties will first attempt to resolve disputes through good-faith discussion. This Agreement, its completed Schedule A, and any signed riders constitute the complete agreement concerning the licensed production. If a provision is unenforceable, the remaining provisions remain effective to the extent permitted by law. Electronic signatures and counterparts may be used.

SCHEDULE A • COMPLETE SEPARATELY FOR EACH THEATER

Production details and licensing fee

This Schedule is part of the Agreement only when completed and signed by both parties. The unsigned public sample does not authorize any production.

Musical	Cape Morton
Licensor	Richard F. Hamre, individual
Effective agreement date	_____
Licensee legal name	_____
Licensee street address	_____
City, state, ZIP	_____
Authorized representative / title	_____
Licensee email for notices	_____
Licensor email for notices	info@hungryhillmusic.com
Authorized venue / street address	_____
Venue city, state, ZIP	_____
First public performance date	_____
Final public performance date	_____
Each performance date and time	_____
Number of performances	_____
Fee per performance	US $100.00
Total licensing fee	_____ × $100.00 = $_____
Payment method / deadline	_____
Digital delivery method / target	_____
Prior local scheduling commitments	None disclosed / describe: _____
Special terms / signed riders	None / list attached rider(s): _____
Approved premiere designation	None / exact wording: _____

Authorized signatures

By signing, the parties agree to the completed Agreement and Schedule A. Performance permission becomes effective only after both signatures and full payment.

LICENSOR / RICHARD F. HAMRE	LICENSEE / THEATER ORGANIZATION
Signature: _____	Signature: _____
Date: _____	Print name / title: _____
Email: _____	Date: _____

Public sample only. Before use, confirm all final details and have qualified entertainment counsel review the agreement.