



## KMR Scripts

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# Beneath the Upper Room 2011 Performance License

Producer and Publisher agree to the following with respect to Kevin M Reese's play entitled: Beneath the Upper Room (Play):

1. The Publisher hereby grants to the Producer the right to produce and present a non-Equity production of the Play during Easter Season of 2011. The Play will be presented at the church.
2. The producer shall pay the Publisher \$50.00 for Download/ \$65 for CD (all fees mentioned herein are \$US) for the rental, licensing, and shipping of the materials, and royalty for up to three performances.
3. Any performances of the Play by the Producer beyond the three (3) allowed above will be charged an additional \$35 royalty per extra performance. Any performances presented beyond the above performance dates will be construed as another production and shall be negotiated by a separate contract except in the case of an extended run and the Publisher is notified in writing by the Producer of any additional performances and such notice is received prior to the final performance allowed under this Agreement.
4. The Producer shall not make, or allow to be made, any changes, additions, and/or omissions to the Play or provided files without the Publisher's prior written approval. Any such approved changes are the Publisher's sole property, free of liens or encumbrances.
5. The Producer may make re-prints of the rented scripts and other CD files as necessary for the needs of this production. Any such copies must be destroyed within 24 hours of the closing performance, excluding one (1) archive copy of the Production Script.
6. Producer shall not make available, nor allow to be made available, the Performance Packet CD nor any files or print-outs of any files contained therein to any person or entity not directly affiliated with the licensed production.
7. The Playwright shall receive billing credit in all programs, bulletins, advertising and publicity for the Play immediately following the title of the Play in a type size no less than 25% the size of the title of the Play as follows:  

**"A Short Play About the Last Supper by Kevin M Reese".**

Further, KMR Scripts will be given credit at each performance either on program or prominently displayed placard as follows: **"Presented Through Special Arrangements with KMR Scripts ([www.kmrscripts.com](http://www.kmrscripts.com))"**
8. The Producer is given permission to video tape the performance of the Play ONLY for the purpose of production archives. Copies of the archive recording may be made available only to the cast and crew for their own personal use and only under the condition that no person or entity is paid above the cost of the blank media on which to record the Play. ONE COPY OF ANY ARCHIVE RECORDINGS MUST BE FORWARDED TO KMR SCRIPTS. Under no circumstance is any recording of the Play to be sold, distributed, broadcast (except small portions for media review or promotion), or used in any way other than that permitted above.
9. The Producer shall not assign or transfer rights under this Agreement without the prior written consent of the Publisher.
10. The Publisher represents that KMR Scripts has the full and exclusive power to permit such a production of the Play by the Producer and the Publisher retains all other rights to the Play and any future productions thereof.
11. This Agreement may be rendered null and void in the event the Producer defaults in any of the above provisions. Producer agrees to pay all reasonable fees and expenditures accrued by Publisher directly attributed to the collection of any and all delinquent fees and/or materials owed by Producer.
12. Producer understands that no licensed rehearsal materials will be sent unless full payment of all fees and a Performance Application are on file with KMR Scripts. Furthermore, once said materials have left KMR Scripts offices, there are no refunds of licensing fees.
13. Producer agrees that, if the Performance Packet was in CD format, Producer will return the CD to KMR Scripts within 14 days of the final performance. If the CD is not returned within 60 days, KMR Scripts will assume it has been lost or destroyed and Producer agrees to pay \$150.00 for its replacement.
14. Producer agrees that if Communion is served within the boundaries of the play, all in attendance will be allowed to freely partake equally and completely. Any restricted Communion must be held before the show begins or after the show ends.