

ORDER FORM AND CONTRACT—*GATSBY: THE MUSICAL*

Organization _____

Address _____ City _____ State _____ Zip Code _____

Contact Person: _____

Telephone #: _____ Email _____

Number of Performances _____ Dates of Performances _____

Seating Capacity _____ Ticket Pricing: _____

Materials Requested:

Standard Music Package @ \$600.00 \$600.00

Additional Music or Choral Books @ \$20 each (Specify book and number of copies below, calculate the total cost and enter on the line to the right.) \$ _____

Standard Script Package @ \$0.00 \$ FREE

MIDI files (if desired) @ \$100 \$ _____

Security Deposit @ \$500.00 \$500.00

Total: \$ _____

Purchase Order for _____ performances @ \$300 per performance. (Balance due within 14 days of the show's completion.) \$ _____

Please print, complete and submit this sheet with a check or money order for \$1100.00, plus the cost of any additional music/choral materials you might have requested, made out to Richard Vogel. Mail to Stage Write Productions, P.O. Box 678, Wingdale, NY 12594 ATTN: Richard Vogel, along with a Purchase Order for the royalty charges. Later in the process you will receive an invoice for any remaining balance.

PERFORMANCE LICENSE AND PRODUCTION CONTRACT

1. This document represents the agreement between Stage Write Productions (“we”) and the Licensee (“you”) for permission to stage an amateur production of *Gatsby: The Musical*.
2. In submitting this contract and order form, you must submit a check or money order for the Materials Rental charge (\$600) and Security Deposit (\$500) in addition to the fees for any supplemental materials. Materials cannot be shipped without this payment. As for the per performance royalty charges and the price for lost or damaged scores and instrumental/vocal books, accredited schools and organizations are free to submit a purchase order in lieu of up-front payment with the understanding that this balance is due within 14 days of the final performance.
3. The terms of this contract furthermore require that in staging *Gatsby: The Musical* you do not make any substantive changes to the script or the score—such as additions, deletions or alterations—save those that might be necessitated by orchestra or cast size, the nature of the playing space, or the nature of the audience. Any questions as to the acceptability of such emendations should be directed in writing to Stage Write Productions prior to the dates of the performance.
4. By signing this document you acknowledge that the sole responsibility of Stage Write Productions is to provide scripts and scores in a timely and efficient fashion, and that all other production costs—such as compensation for the director, musical director, choreographer, accompanist, set designer, costumer and the like—are the responsibility of the organization staging the production. Upon receipt of the materials, borrowers who discover something missing from their order should inform Stage Write Productions by telephone at 845-832-3171 so that any error in shipping may be readily remedied.
5. You further consent that all programs, posters and other advertising for the production will prominently display the following credits:

GATSBY: THE MUSICAL

Music, Lyrics and Book by Richard Vogel, ASCAP

Arrangement by Vince Corozine, ASCAP

6. As to Video Recording, Stage Write Productions has no issue with performances of *Gatsby: The Musical* being recorded as personal mementos, for promotions by school newscasts, or as contributions to the publicity page of the GetGatsbytheMusical.com website. However, the sale of such recordings for profit without the written permission of Stage Write Productions is strictly prohibited.

7. In terms of merchandising—such as t-shirts, coffee mugs or similar souvenirs—Stage Write Productions has no objection provided any plans to do so are submitted in writing prior to the production.
8. Any emendations to this contract after it has been signed—such as changes to the performance dates, ticket pricing, or the performance venue—must be made in writing to Stage Write Productions prior to the first scheduled performance. In the event you add performances or increase the seating capacity, you agree to make the appropriate additional royalty and rental payments as spelled out in the Production Costs section of the website.
9. In the event you need to cancel a planned production, you must inform Stage Write Productions as soon as possible but no later than the date of the first performance and with the understanding that Stage Write Productions reserves the right to retain all funds collected or promised under the terms of the contract. Refunds for a cancelled production, if granted, will be processed within 4-6 weeks of written notification of cancellation and only upon the satisfactory return of all borrowed materials.
10. In signing this contract, you agree to the prompt payment of all fees owed to Stage Write Productions: the Music Rental and the Security Deposit that are due prior to production, and the royalty payment due upon its completion. You further agree that within two weeks of the final performance to forward a check to Stage Write Productions in an amount consistent with the number of performances and size of the venue indicated on the order form. In the event your check is returned due to insufficient funds or if you stop payment, you will incur a \$50 returned check fee.
11. If the aforementioned payments are not fulfilled in accordance with the agreement, this contract will be considered breached and your permission to perform *Gatsby: The Musical* will be revoked. Any attempt to perform *Gatsby: The Musical* after the terms of this contract have been breached will be deterred by the legal means necessary, the costs of which will be incurred by the licensee.
12. You may not transfer this license to another party without the written consent of Stage Write Productions.
13. Stage Write Productions will not be deemed in default of this license due to complications caused by a *Force Majeure* event, including flood, fire, severe weather phenomena (hurricanes, tornadoes), pandemics and any other outbreaks of illness, war, insurrection, acts of terrorism and other instances of civil disobedience. Concurrently, if any *Force Majeure* event results in the cancellation of a production, the licensee will not

be held in default so long as Stage Write Productions is notified of said cancellation as soon as reasonably possible, at minimum by a week before the first scheduled performance date. Should Stage Write Productions not be made aware of a cancellation triggered by a *Force Majeure* event, we will presume that the contracted production has taken place as scheduled and will hold the licensee responsible for all rental, royalty and security deposit fees agreed to in the contract.

By signing below you indicate that you have carefully read and fully agree to the preceding terms.

NAME (PRINTED) _____ POSITION _____

SIGNATURE _____ DATE _____

EMAIL _____ TELEPHONE _____

Please mail all 4 pages of this document to:

**Stage Write Productions
P.O. Box 678
Wingdale, NY 12594
ATTN: Richard Vogel**

If approved, a copy of this document will be returned to your attention at the address you have indicated on the Order Form at the beginning of this document.

Do not write below this line.

**Stage Write Productions grants permission to stage *Gatsby: The Musical* to _____
_____ for _____ performances on the following dates _____.**

Name _____

Signature _____

Date _____