



Scenic Projections - Sample Terms and Conditions

Prior to using the Scenic Projections, you will need to accept additional terms and conditions via the app or web interface. Here is a sample of those terms and conditions for your review.

CLICKING "I ACCEPT", WILL CONSTITUTE A BINDING AGREEMENT PURSUANT TO WHICH MUSIC THEATRE INTERNATIONAL, LLC D/B/A MUSIC THEATRE INTERNATIONAL ("MTI") SHALL RENT TO THE RECIPIENT AS FIRST LISTED ABOVE (i) BMD SCENIC PROJECTIONS ("PROJECTIONS") AND IF APPLICABLE, (ii) CERTAIN HARDWARE(S) OR SOFTWARE(S) USED TO CONTROL THE PROJECTIONS ("PLAYBACK"), SOLELY FOR USE IN CONNECTION WITH THE PRODUCTION OF THE PLAY AS DEFINED ABOVE:

1. License. Subject to the terms and conditions set forth hereunder; (a) The Licensor of the Projections, Broadway Media Distribution, Inc. ("BMD"), will convey to MTI the necessary rights and privileges to grant a non-exclusive license ("License") to the Recipient, which may not be assigned, and provided in exchange for; (i) acceptance of this Agreement and (ii) the full payment of any money due and owing; which includes, the Content Rental Fee and, if applicable; the Playback Fee; which shall collectively constitute the "Rental Fees". (b) The Projections shall include; (i) all of the contents of the file(s), video(s), image(s), film(s) and other digital media; or (ii) other media provided, which may include related written materials or documentation files. (c) This Agreement identifies the totality of the rights and License granted, and all other rights are reserved to BMD. License granted to Recipient are for the Projections and shall be (i) non-exclusive; (ii) limited to the use and display during the Performance Dates; (iii) as a scenic design component in conjunction with the Play, and; (iv) used in its original form only, unless modified by BMD. (d) The Term of; (i) this Agreement shall begin on the date of execution, and; (ii) the License for its use shall commence one the First Date and expire on the Last Date (the "Rental Term"). (f) Any Rental Fees due shall be paid in advance of the First Date. (e) Per the discretion of Licensor, Recipient may be granted additional rights, which shall be subject to all terms and conditions herein, and billed accordingly, and such rights may include; (i) changes, modifications, addition of features or new functionality, and/or; (ii) modification or extension of the Rental Term. (g) Recipient agrees and acknowledges that (i) any violation of any copyright provision(s) or the foregoing may result in the immediate termination of this Agreement as well as any MTI Performance License connected therewith, and; (ii) BMD and MTI shall not be liable to Recipient or any third party for any direct or indirect costs arising from such termination(s).

2. Delivery. This License includes the Projections, which shall be delivered to the e-mail address provided by the Recipient prior to the First Date, and, if applicable, deliver the Playback (collectively "Delivery"); (a) Recipient shall select (i) rental of BMD-supplied Playback hardware or software to control the Projections, and shall complete the an order form supplied by BMD via email upon completion of this Agreement, and return fully completed no less than three weeks prior to the First Date to avoid \$150.00 late order fee and/or up-to Agreement cancellation; or; (ii) elect to use customer-supplied hardware or software of Recipient's sole expense, limited to the supported Playback options regularly offered during the Rental Term. (b) BMD shall assist with the Delivery within reason, and; (i) Recipient may install the Projections on no more than two computers, hardware(s) and/or software(s) during the Rental Term, and; (ii) installation in excess is prohibited, including copies for backup or archival purposes. (c) For the avoidance of doubt, this Agreement does not include the delivery of any equipment required for viewing the Projections, including (i) projectors, computers, tablets, televisions or (ii) other audiovisual equipment, which the Recipient may separately obtain from BMD or an alternative third-party at Recipient's sole expense. (d) Recipient is responsible for any timeline and cue creation of the Projections or Playback as applicable.

3. Access. Projections and Playback may require activation controlled by an Access Key, and if such procedure(s) is not followed, then the items will cease to function until activation has been completed. (a) Upon expiration of the Rental Term, (i) access, usage and License to Projections will become null and void, and (ii) functionality of the Projections, and if applicable, the Playback, may be automatically revoked without notice. (b) If the last day the Performance Dates of the Play occurs after the Last Date, Recipient is required to make advance reservation as to avoid unplanned interruptions. (c) Projections contain technological measures designed to prevent unlicensed and illegal use; and (i) enforcement technology limits Recipient's ability to install and uninstall the Projections no more than a finite number of times.

4. Hardware. Any hardware provided by as part of the Playback (the "Hardware") requires timely return to BMD or its sub-agent(s) (the "Hardware Owners") by the Last Date. (a) Recipient agrees to keep and maintain the Hardware until its return to Hardware Owners, (i) at their own cost and expense, and; (ii) in a good state of repair, and shall; (iii) fully inspect the Hardware within two business days of delivery and accept the Hardware in good condition and function. (b) Recipient shall inform BMD upon demand of the exact location of any Hardware, and Hardware Owners reserve the right to inspect or observe its use at any time. (c) For the avoidance of doubt, Hardware will be shipped on the First Date of the Rental Term. (i) If Recipient is permitted early possession of Hardware prior to the First Date, such possession shall be subject to all provisions of this Agreement, but the Last Date shall not change. (d) If Recipient fails to return the Hardware by the Last Date; (i) continued usage is deemed periodic rental subject to the terms of this Agreement, and billed \$75.00 per week, in addition to any applicable Content Rental Fee extensions as determined by MTI at that time, and such pro-rata calculations for possession, and other time delimited calculations shall be made using a 30-day month and 7-day week. (e) Hardware must be returned in the same condition as obtained. Recipient will incur all costs associated with hardware, (i) lost or stolen; or (ii) damaged and in need of repair to return to the same condition at the date of shipment, with normal wear and tear excepted, or; (iii) not returned within twelve (12) weeks of the First Date unless prior approval has been granted. (f) Recipient shall alert BMD of malfunctioning or non-functional Hardware and BMD will use commercially reasonable efforts to provide an adequate replacement if possible, in a reasonable amount of time considering that; (i) If Hardware is non-functional upon Delivery, Recipient must call BMD at that time to qualify for any consideration of partial refund or replacement. (g) The outbound shipping and processing of the Hardware is included in Playback Fee, and; (i)

shall be shipped via ground parcel delivery only, which in most cases is delivered to the Recipient within five business days from the First Date of the Rental Term, therefore; (ii) BMD suggests requesting the Hardware a minimum of two (2) weeks prior to technical rehearsals of the Play; in addition: (iii) if BMD's courier does not provide service to the delivery address as provided, the Hardware will not be delivered, and the Playback Fee will be refunded less processing costs as determined by BMD, however, (iv) re-delivery due to Recipient not being present during initial delivery is subject to additional charges, including a restocking fee of ten percent of Playback Fees and any additional charges for redelivery. (h) Return shipment of the Hardware shall be (i) the sole responsibility of the Recipient, and; (ii) insured for the total Playback Fee. (i) Recipient acknowledges its sole and exclusive remedy for Hardware failure shall be restricted to the repair or replacement of Hardware delivered defective, if any. (j) Hardware or related accessories or cables returned dirty, unwrapped, snarled or with tape residue will be subject to a cleaning fee, minimum \$25.00 per item

5. Cancellation. Upon digital or tangible Delivery, no returns, exchanges or reimbursements shall be provided to the Recipient. (a) Cancellation in advance of Delivery, (i) must be made with MTI directly, (ii) five business days after execution of this Agreement is subject to a cancellation charge of twenty-five percent of the total Rental Fees, and (iii) thereafter any Playback Fee is subject to one-hundred percent charge and no refunds shall be given under any circumstances. (b) Cancellations five business days after execution of this Agreement due to acts of God (illness, death or weather), shall be rescheduled within six months of the Rental Term and (i) Recipient shall be charged only the Playback Fee, or (ii) if not rescheduled, a service charge of fifty percent of the Rental Fees will be incurred. (c) For the avoidance of doubt, changes in the first Performance Date of more than seven days of the Play will require adjustment to Rental Term and shall be classified as a cancellation. (d) Any Hardware not accepted at delivery attempt will be charged in full unless the Recipient provides seven days notice to BMD of change to delivery address.

6. Additional Requirements. Recipient understands its requirement and responsibility to cue, play, output and time the Projections, and if applicable, use, return transport and set up Playback. (a) If applicable, Playback rentals require specific technological requirements as listed on the BMD website. (b) BMD shall provide support of the Projections and Playback within reason, and will make minor adjustments to the Projections per the sole judgment of BMD. (c) Any printed program for the Play must include the ownership billing, (i) Scenic Projections provided by Broadway Media Distribution (BMD) through special arrangement with Music Theatre International (MTI), and; (ii) all person(s) handling the cueing, timing, application or other design, hardware or software service in conjunction with the Projections, shall be labeled as a(n) "AV Technician" or "Projection Technician", and not to be construed as the originator of the Projections in any way. (d) Recipient (i) may deliver photos showing the Projections in use, and/or any news or publicity-related material(s), and; (ii) upon MTI and/or BMD's receipt thereof, Recipient grants universal usage rights for internal and public display of all submitted materials, and; (iii) Recipient should not submit any materials for which it has not obtained releases from all persons whose performance or creative work is depicted therein.

7. Modifications. Alterations, additions or improvements to the Projections or Playback is restricted without advance consent of the BMD. (a) Alterations, modifications and edits to the Projections are subject to approval by BMD, and shall be; (i) billed at a rate of \$150.00 per hour with a two hour minimum for each instance edits are requested, and; (ii) submitted no later than four weeks prior to first Performance Date of the Play. (b) Recipient may not (i) modify, adapt, translate, sublicense, rent, lease, or loan all or any portion of the Projections, or; (ii) create any derivative works from all or

any portion of the Projections, or; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source material of the Projections or Playback or; (iv) remove or obscure BMD copyright or trademark notices, or the copyright and trademark notices of third parties that BMD has included, or; (v) use the Projections in any manner that is illegal or not authorized by this Agreement.

8. Indemnification. As consideration for its rental and use of Projections, and if applicable also of Playback; Recipient acknowledges the aggregate liability of BMD, MTI, Hardware Owners and BMD affiliates, under or in connection with this Agreement, shall be limited to Rental Fees, if any. (a) Recipient agrees to indemnify BMD, MTI, Hardware Owners and the authors/owners of the Play against and from any and all charges, costs, expenses and liabilities that may be incurred as a result of any demands, claims or actions brought by reason of the making of, production, shipping, operation, and/or use of the Projections or Playback. (b) Recipient is required to obtain the appropriate liability insurance of a minimum \$1,000,000 coverage amount; sufficient to cover all liability claims for injuries to others that the Projections or Hardware may cause and shall include the proper insurance to cover any loss incurred as a result thereof. BMD and Hardware Owners reserve the right to obtain a copy of the insurance certificate with "Broadway Media Distribution, Inc" included as an "also-insured" party; and any such document shall be delivered to BMD within five business days of request; and Hardware shall become due immediately and any License shall be revoked upon failure to provide such documentation. (c) Recipient indemnifies MTI, BMD and Hardware Owners for any personal injury or loss incurred during the use or while in possession of Playback, Hardware and/or Projections.

9. Limited Warranty. MTI, BMD and Hardware Owners make no warranty, expressed or implied, regarding the Projections and Playback, including without limitation any warranty or merchantability or fitness for any purpose. (a) While MTI and BMD have gone to great lengths to insure stable operation of the Projections and Playback, no warranty is offered or implied as to the suitability of or for Recipient's particular purposes. (b) The Projections and Playback are provided are "AS IS", and BMD, its suppliers and/or affiliates, make no warranties, conditions, representations, or terms (express or implied whether by statute, common law, custom, usage, or otherwise) as to its use or performance; including without limitation non-infringement of third party rights, merchantability, integration, satisfactory quality, or fitness for any particular purpose, except for, and to the extent, that a warranty may not be excluded or limited by applicable law.

10. Conclusion. Recipient assumes the responsibility to read and understand this Agreement and must accept the terms and conditions and make manifest such acceptance, and agrees that; payment to MTI, acceptance of Delivery or signature below; shall jointly and severally constitute implicit acceptance and execution; and therefore allowing the full enforcement of all terms and conditions contained herein. (a) An executed original of this Agreement shall be returned to MTI. (i) BMD shall be under no obligation to take any action pursuant to this Agreement unless accepted by MTI. (b) This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, however, (i) nothing herein shall be construed as consent by BMD or MTI for the responsibilities of this Agreement or the License to be assigned, transferred, pledged, hypothecated, sublet or lent by Recipient to anyone without prior written consent of BMD, including; (ii) Recipient shall not pledge or encumber the Projections or Playback in any way. (c) Except for government agency or institution, including public schools, the Recipient signatory named hereunder, both as individuals, jointly and severally, and as a business or trade name, shall each personally guarantee the faithful performance of the Agreement irrespective of the Recipient name first written above. (d) This Agreement shall be

governed by the laws of the State of New York. (e) Recipient's default or breach of any provision hereof, or upon the happening of any event expressed herein; (i) BMD and MTI shall have, in addition to all legal remedies available, the right to take possession of any or all items without demand or notice, without any court order or other process of law and; (ii) Recipient hereby waives any and all damages occasioned by said taking. (f) This Agreement represents the entire agreement between the parties relating to the subject matter hereof. This Agreement may not be amended or modified, except by a written agreement signed by all parties hereto.

Music Theatre International
423 West 55th Street
Second Floor
New York, NY 10019
T: +1 (212) 541-4684 (tel:+1 212 541-4684)
F: +1 (212) 397-4684

Music Theatre International: Europe
12-14 Mortimer Street
London W1T 3JJ
T: +44 (0)20 7580 2827 (tel:44 + 020 7580 2827)
F: +44 (0)20 7436 9616

Music Theatre International (Australasia)
Ground Floor, Suite 2
20-22 Albert Road,
South Melbourne, 3205
Victoria, Australia
T: +61 3 9581 2222 (tel:+61 3 9581 2222)

©MTI Enterprises Inc. All Rights Reserved.

[TERMS & CONDITIONS \(/LEGAL\)](#) [PRIVACY POLICY \(/PRIVACY-POLICY\)](#) [CONTACT \(/ABOUT/CONTACT-US\)](#)



[SEND FEEDBACK \(/CONTACT?DESTINATION=SCENIC-PROJECTIONS-SAMPLE-TERMS-AND-CONDITIONS\)](#)

Board President

Date

This document will be agreed to online. This signature serves as documentation for board approval.