



Licensing Agreement dated _____, 20__ between **VHSource, LLC** (the "Licensor"), located at 302 West 105th Street, #3C, New York, NY 10025-3478, and _____ (the "Licensee"), located at _____, _____, _____.

- (1) The Licensee is hereby requesting permission to rent (one time/permanent loan) or purchase the following original full orchestration of the Victor Herbert operetta listed below with full orchestrations, piano/vocals and librettos, to present _____ total performance(s):

Operetta: _____

- (2) Performance(s) Details:

Producing Company: _____
Perf Date(s): _____
Hall: _____
Address of Hall: _____
of Seats: _____
Ticket Price: Reg: _____
Senior: _____
Student: _____

- (3) The Licensee hereby agrees to pay the Licensors according to the following schedule:

Rental Fees for perf materials: \$ 750.00
Or
Purchase Price for same materials: \$1,000.00
Royalty Fees for ____ performances: \$ 0.00
Total Fees Due \$ _____

These materials are available for one time rental, permanent loan rental or purchase.

If **renting**, add separate **money order** to be returned as long as all materials have been **CONVERTED TO PERMANENT LOAN, RETURNED OR DESTROYED** – as verified in writing by company letter.

\$500

All checks should be made payable to: **VHSource, LLC** or if you are paying by credit card, you will receive an invoice through **PayPal** (you do not need a PayPal account).

- (4) The right granted herein includes the right to perform said work live on the stage or concert hall only and does not grant the right to perform in any other medium including, but not limited to, radio, television, aural or video recordings, internet, etc. Should touring opportunities for this licensed production present themselves, please contact **VHSource** immediately for a rider to cover such performances.

- (5) Audio and video recordings may be made for archival purposes with this contract serving as a release by **VHSource, LLC** and VHS Restorationist. Material of between one (1) and three (3) minutes duration from such recordings may be utilized for future marketing purposes, including web streaming. Subsequent sale to the public of such recordings must have additional releases for all parties in place and will trigger a 5% royalty fee per CD/DVD/Taped item sold payable annually to **VHSource, LLC** no later than December 31.
- (6) The Licensee may create as many performance copies of any part or parts of the materials supplied by the Licensors on an “as needed” basis for its own production. However, Licensee may not permit said materials to leave its custody or to be used by any other person or organization not involved in the Licensee’s performance. **The Licensee agrees to destroy all digital files and created or provided hard copy of said materials OR return same at its own expense to the Licensor within ten (10) days from the date of the performance. Please acknowledge all destruction of files and hard copies by letter.** Such actions are not required if a permanent loan agreement or purchase agreement has been negotiated or is in negotiation. **The Licensee shall be liable for the non-return, non-destruction or sharing of any rental material whether damaged, or lost, howsoever caused, with separate Refundable Deposit Check being utilized first and an additional \$500.00 becoming immediately due upon discovery of retention or sharing.**
- (7) Full payment by the Licensee to the Licensor shall accompany the return signed copy of this contract. If Licensee desires to be invoiced or pay by credit card, please so indicate by checking the box by your signature on page 3. Signed copies of this contract and rental materials will only be returned and delivered upon full payment of monies due. The Licensee agrees to reserve two (2) complimentary seats per performance for the Licensor, if so requested.
- (8) All written materials and interviews utilized to market Licensee’s production must credit **VHSource, LLC** as the source for the orchestrations and any other performance materials.
- (9) In all programs and/or souvenir booklets, the Licensee shall give source credit for performance materials as defined below: (Blank to be filled in by **VHSource** before signing.)
- “These performance materials utilize Victor Herbert’s original orchestral scores, have been restored by _____ and supplied by VHSource, LLC.”
- (10) The Licensee shall not exercise or attempt to exercise any rights with respect to said work except those limited rights as stated above.
- (11) Performance materials for the operetta will be provided by digital file unless otherwise requested by the Licensor (hard copy request will change the quoted fees) and be delivered upon full payment:

One full orchestral score (needed by ___/___/20___)

If available, at separate cost - rental only - call for quote Check if desired

One pdf set of Orchestral parts

One pdf master piano/vocal score

One clean pdf file of the libretto

There are no time limit restrictions on how far in advance of your first performance you may request materials as long as such delivery falls within one calendar year of first performance.

- (12) Cancellation of the above listed performance for any reason will not result in any refund of fees paid with the signing of this contract. However, Licensor will grant Licensee an extension of one year from the date of the affected performance during which the cancelled performance may be re-scheduled with no additional cost and materials retained.
- (13) Licensor warrants that it has the right to execute this license, which license contains the entire understanding between Licensor and Licensee, and that no alteration or modification of any kind will be binding unless made in writing, signed by Licensee and by a duly authorized representative of the Licensor.

Please sign and return **two original signature copies** of this entire license agreement as per instructions below (scanned signature will be deemed an original) along with the accompanying checks or request for invoice and/or credit card payment. The Licensor will return (1) one fully executed original copy to the Licensee for its files upon payment of total fees.

VHSource, LLC

By: _____
Alyce Mott, Publisher

Accepted and Agreed to
this ___ Day of _____, 20___

Organization: _____

By: _____
 Name: _____
 Title: _____
 Contact #: _____
 Fax #: _____
 E-mail: _____
 URL: _____

Please invoice our organization through PayPal for either check or credit card payment (**Do not provide credit card info at this time**)

Instructions: Print out two copies, fill in all applicable blanks, photocopy, sign with original signature on both copies, and mail to VHSource, LLC, 302 W. 105th Street, #3C, New York, New York 10025 with company checks or request for invoice.

Alternately, if you have scanning facilities, print out one copy, fill in all applicable blanks, sign copy, scan and e-mail one copy to alyce.mott@vherbert.com with request for invoice. Scanned signatures will be accepted as originals. You will then be invoiced as per your instructions - either hard copy or PayPal. One completely executed copy will be returned to you for your records.