



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 or on a permanent loan basis, the following VHRP copyrighted new version 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: \$1000.00  
Royalty Fees for \_\_\_ performances: \$\_\_\_\_\_  
\$200 for up to two performances +  
\$50 per performance (3-5)  
(Call for quote for longer runs)  
Total Fees Due \$\_\_\_\_\_

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

Plus separate **money order** to be returned as long as all materials have been CONVERTED TO PERMANENT LOAN, RETURNED OR DESTROYED – verified by 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 the **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 has been or is under 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 and/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. Fully executed 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 the original creators and **VHSource, LLC** as the source for the orchestrations and any other performance materials. *See, Exhibit A.*
- (9) In all programs and/or souvenir booklets, the Licensee shall give performance credit as defined in Exhibit A attached hereto and also as follows: (Blanks to be filled in by **VHSource** before signing.)

“This production utilizes Victor Herbert’s own original orchestral scores and is presented by arrangement with VHSource, LLC. It was originally produced by The Little Orchestra Society of New York and debuted at Lincoln Center (NYC) in \_\_\_\_\_. These performance materials have been created by the Victor Herbert Renaissance Project and Victor Herbert restorationist \_\_\_\_\_”

- (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 pdf master piano/vocal score  
 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 chorus part - music & script
- One pdf rehearsal accompanist piano vocal
- One pdf set of soloist piano vocal parts for each character
- 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. 105<sup>th</sup> 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@yherbert.com](mailto:alyce.mott@yherbert.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.

Program Credit Listing  
Fonts sizes do not need to be exact as long as the ratios remain the same

***Operetta (24pt)***

*Music by (10pt)*

**Victor Herbert (16pt)**

*Score compiled by (10pt)*

**Dino Anagnost (12pt)**

*New Libretto Adaptation by (10pt)*

**Alyce Mott (12pt)**

*Orchestrations Restored by (10pt)*

**Orchestra Restorationist's Name (12pt)**

*Original \_\_\_\_\_ Libretto & Lyrics by (10pt)*

**Original Author (12pt)**

**(Last two supplied by VHSsource upon signing of contract  
dependent upon Operetta being licensed.)**

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