

PERFORMANCE AGREEMENT FOR FULL STAGE PRODUCTION

This Performance Agreement for Full Stage Production (“Agreement”) is made effective _____, 20__, by and between Heaven to Heaven, LLC, a South Dakota limited liability company doing business as Heaven to Heaven Ministries (“Licensor”), and _____, a _____ (“Licensee”).

BACKGROUND

A. Licensor is dedicated to spreading the gospel of Jesus through the production of Heaven to Heaven – The Musical: The Life of Jesus (the “Musical”).

B. Licensee desires to put on an abridged production of the Musical.

In light of the above, the parties agree as follows:

1. Performance License. Subject to the terms of this Agreement, Licensor grants to Licensee a revocable, non-exclusive, limited license to produce the Musical. The fee for this performance license will be \$199.00 per performance (each a “Licensed Performance”). Licensee will determine how many total performances it will be performing and submit payment (in lieu of a security deposit) along with the signed Performance Agreement. Included with the Full Stage Performance Agreement are all scripts and piano charts needed to perform the Musical, which will be available for downloading twelve (12) weeks prior to Licensee’s first Licensed Performance. Upon completion of the final Licensed Performance, Licensee will also pay to Licensor ten percent (10%) of Licensee’s gross receipts from ticket sales or admission charges for all Licensed Performances (calculated before credit card or other fees). Payment must be made within thirty (30) days after the final Licensed Performance. Licensee must also certify and/or show proof that all copyrighted and trademarked materials shared with Licensee under this Agreement have been returned, destroyed or deleted after the performance license expired.

2. Rehearsal Materials. Licensor will provide to Licensee all performance tracks for rehearsal for an additional fee of \$299.00. Licensor also grants to Licensee a revocable, non-exclusive, limited license to reproduce and distribute the rehearsal tracks to the Musical cast and crew for use solely in connection with rehearsals and the Licensed Performances. No copies of the performance tracks will be made or distributed beyond those copies that are deemed necessary by Licensee for a particular song to be rehearsed and then performed. The rehearsal tracks must be returned, destroyed or deleted after the performance license has expired.

3. Orchestral Charts. Licensor will provide to Licensee full orchestral charts for an additional fee of \$299.00. Licensor also grants to Licensee a revocable, non-exclusive, limited license to reproduce and distribute the orchestral charts to the Musical cast and crew for use solely in connection with rehearsals and the Licensed Performances. The orchestral charts must be returned, destroyed or deleted after the performance license has expired.

4. Marketing Materials. Licensor also grants to Licensee a revocable, non-exclusive, limited license to use, reproduce and distribute its marketing materials, including trademarks, logos, artwork, television ads, radio ads, print ads and Playbill cover, for the promotion of the Licensed Performances. The fee for the license of the marketing materials is \$100.00. Licensee must use these trademarked and copyrighted materials exactly as provided, without alteration, unless changes are authorized in writing by Licensor. Licensor may, at any time, provide written notice objecting to any use of the marketing

materials. Licensee must promptly correct such objectionable use to Licensor's satisfaction. The marketing materials must be returned, destroyed or deleted after the performance license has expired.

5. Merchandise. Licensee may purchase CDs, T-shirts or other merchandise available from Licensor's website for distribution or sale to Licensee's cast, crew, and the general public. Licensee will be entitled to thirty percent (30%) from its on-site sales of merchandise during a Licensed Performance. Licensee pays for shipping merchandise to the venue and for returning unsold merchandise. Pricing for CDs and T-Shirt sales at the venue is negotiable, but Licensor has final decision making authority.

6. Limited Rights. Licensee has only the limited rights granted under this Agreement. Licensor remains the owner of the proprietary materials described in this Agreement. Licensee has no right under this Agreement to record rehearsals, Licensed Performances, music, or any other aspect of the Musical. Licensee may not alter any aspect of the Musical in its production, unless it has obtained Licensor's prior written approval. Further, Licensee may only distribute merchandise relating to the Musical purchased from Licensor's website. Licensee may not create its own merchandise or alter the merchandise provided by Licensor in any way.

7. Disclaimer. All materials are provided "AS IS" and "AS AVAILABLE" without a warranty of any type. Licensor disclaims all warranties, whether express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

8. Future Agreements. If Licensee desires to perform the Musical in the future (after completion of the Licensed Performances), Licensee is encouraged to contact Licensor. Licensor, in its sole discretion, may elect to waive certain fees for future performances if Licensee executes future Performance Agreements with Licensor.

9. Indemnification. Licensee will defend, indemnify and hold Licensor, its officers, employees, members, agents and affiliates, individually and collectively, harmless from all claims, demands, losses, expenses (including attorneys' fees and legal costs), damages, suits, actions, proceedings, causes of action, obligations and liabilities of any type arising from or related to (i) Licensee's acts or omissions in the performance of this Agreement or (ii) the breach by Licensee of any terms or obligations under this Agreement.

10. Miscellaneous. Licensee may not assign this Agreement without the Licensor's written approval, which will not be unreasonably withheld. This Agreement is binding upon and inures to the benefit of the parties, their successors and permitted assigns. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be deemed modified to conform as much as possible to its original intent while still remaining valid and enforceable, and the remaining terms or provisions will continue in full force and effect. No waiver of any term of this Agreement will be deemed a waiver of subsequent performance of the same term or a waiver of any other terms of this Agreement. The party substantially prevailing in any litigation under this Agreement will be entitled, in addition to all other relief, to recover its reasonable attorneys' fees and costs. This Agreement contains the entire agreement between the parties regarding the Musical and supersedes all prior or oral agreements between the parties relating to the same. This Agreement may be modified only by a writing signed by both parties. This Agreement and its interpretation will be governed by the laws of the State of South Dakota and applicable federal laws. The parties consent to the jurisdiction of the state and federal courts located in Sioux Falls, Minnehaha County, South Dakota.

11. Counterpart Execution and Delivery. This Agreement may be executed in two or more counterparts, each of which will be an original, but all of which together will constitute one and the same agreement. A counterpart of this Agreement and any signature delivered by email or facsimile will be considered for all purposes as an original.

LICENSOR:

LICENSEE:

HEAVEN TO HEAVEN, LLC
d/b/a Heaven to Heaven Ministries

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____