

MUSIC THEATRE INTERNATIONAL

Europe

AGREEMENT made this **TWENTY-EIGHTH** day of **JANUARY** **2025**
2024^{A.D.}
between **Music Theatre International (Europe) Limited**, whose registered office is at 12-14 Mortimer Street, London W1T 3JJ, hereinafter called 'the Licensors' of the one part

And

Východočeské divadlo Pardubice, whose registered office is at U Divadla 50, 531 62 Pardubice, Czechia, hereinafter called 'the Licensees' of the other part

WHEREBY IT IS AGREED AS FOLLOWS:

Grant of Rights

1. The Licensors hereby grant to the Licensees (by way of non-transferable licence only and not by way of partial assignment of the copyright or so as to confer on the Licensees any right or interest therein) the non-exclusive right in Czechia (the 'Territory') in the Czech language only (the 'Authorised language') to produce and perform, as a whole and separate work, one first-quality production of the musical show

YOUNG FRANKENSTEIN

(hereinafter called 'the said work') upon the regular speaking, singing and playing stage with living performers appearing, speaking, singing, playing and acting in the actual and immediate presence of the audience (whether paying or invited) for

No fewer than 30 (THIRTY) performances
between 1st December 2025 and 30th June 2027
at Východočeské divadlo Pardubice, Pardubice, Czechia

upon and subject to the due and faithful observance and performance by the Licensees of the terms and conditions in this Agreement contained. The Licensees understand that all performance venues are subject to the Licensors' prior approval.

"First-quality production" is defined as a production [i] presented on a fixed and repeated schedule; [ii] presented in a top-ranking theatre; [iii] presented by one first-rate company and director; [iv] employing the best available scenery, costumes and properties; [v] presented on the legitimate stage; [vi] performed by living actors in the immediate presence of the audience; and [vii] presented with an orchestra using only the approved orchestration provided to the Licensees by the Licensors.

The Licensees agree and understand that performances of the said work will commence by no later than 1st May 2026 and that unless such public presentation has commenced on or prior to this date, the Licence granted herein shall automatically terminate.

Licensors' Warranties

2. The Licensors hereby warrant and declare that they act for the Authors, rights holders, and sole and exclusive owners (the "Owners") of the rights they have licensed in this Agreement and are free from any encumbrances, which would prevent them granting the above-mentioned Licence.

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Artistic Approvals

3. The license granted to Licensees herein includes only Licensors' rights with respect to the copyright or literary property in the book, music and lyrics of the said work and unless specified in writing does not include the right for Licensees to use or copy any creative elements from prior productions of the said work (including but not limited to the Broadway, West End and/or any touring productions) including without limitation the choreography, set design, lighting design, costume design or the physical production of the said work and the properties or accessories thereof. In addition, Licensees expressly acknowledge and agree that all stage direction, choreography, and production designs (including sets, costumes and makeup) must be original and not be a direct copy of any other production of the said work, but nevertheless remain faithful to the historical period, place, customs and dress in which the action of the show is intended to take place.

Royalties, Advance Royalty and Rental Fees

4. a) The Licensees undertake to pay to the Licensors performing royalties and rental fees according to the following schedule:

PERFORMING ROYALTIES: 12% (TWELVE PER CENT) of gross ticket sale receipts with a guaranteed minimum royalty of €250.00 (TWO HUNDRED AND FIFTY EUROS) per performance played. It is understood that credit card commissions and the VAT element of gross ticket sale receipts may be deducted from such receipts before the royalty thereon is calculated and paid.

It is understood and agreed that the above-mentioned performing royalties apply to all performances of the said work given in the presence of an audience (whether paying or invited), including but not limited to all performances given prior to the "Opening Night"/official premiere performance and/or the premiere performances itself;

ADVANCE ROYALTY: The Licensors herewith acknowledge receipt of €5,000.00 (FIVE THOUSAND EUROS), paid by the Licensees, accountable against the aforementioned performing royalties but non-returnable in any case;

RENTAL FEES: The sum of €50.00 (FIFTY EUROS) per performance played for one standard set of performance materials supplied according to Clause 5 hereof. The Licensors reserve the right to charge supplementary rental fees should extra materials be supplied;

b) All payments to the Licensors under this Agreement shall be made in EUROS (€) to the Licensors' bank account at:

Bank:
Account name:
IBAN:
Account number:
BIC/SWIFT:



All outgoing bank charges incurred for the payment of music hire and royalties shall be borne by the Licensees.

Hire of Materials

5. a) The Licensees undertake to hire from the Licensors a complete standard set of performance material of the said work. The Licensors undertake to deliver same to the Licensees in accordance with the latter's written instructions, and at the Licensees' expense;

b) The above-mentioned performance material, including any material of arrangement, reduction or adaptation that may have been authorised, shall be returned to the Licensors in good condition, fully insured and postage prepaid within 14 (FOURTEEN) days after the last performance of the said work pursuant to this Agreement. The Licensors shall have the right to charge the Licensees the replacement and/or repair cost of any part(s) of the performance material not so returned.

Preservation of Work's Integrity

6. a) The Licensees agree to produce and present the said work so as to express and preserve faithfully the story, plot, characters and characterizations, including gender, situations, period, climaxes, ideas and meaning, of the said work as written by the Authors. The Licensees agree to produce and present the said work without any changes, additions, omissions, interpolations or alterations in the book, the music and/or lyrics of the said work, unless the prior written consent of the Licensors has been obtained, prior to the first performance of the said work. Should such written permission be granted, any and all materials so created or changed, including but not limited to the script, musical arrangements and orchestrations, shall become the property of the Licensors subject to their sole disposition and must be returned to the Licensors. Such assignment shall not be subject to any consideration, whether financial or otherwise;

b) The Licensees understand and agree that this set of material is the only acting edition authorised by the Authors; it may only be used by the Licensees for the purpose of implementing the Licence herewith granted and the Licensees undertake not to copy it or part(s) thereof without the Licensors' prior written consent.

Translation

7. The Licensees understand that this Agreement is granted upon the condition that the production of the said work licensed herein will be performed using the existing Czech translation by Petr Gazdik (the "Translator"). The Licensees declare that the translation is in an idiom faithful to and expressive of the story, plot, characters, characterizations, situations, climaxes, idea, meaning and form of the said work as written by the original Authors. The Licensees agree that any changes to said translation are strictly forbidden without the Licensors' written consent. The Licensees shall be solely responsible for all fees and/or royalty payments due to the Translator in respect of the production licensed herein.

Credits and Approval of Artwork and Print Materials

8. a) The Licensees agree that every billing of the said work and the Authors shall appear, translated in Czech, on all theatre programmes, houseboards, billboards, displays, advertising, posters, circulars, throwaways, announcements (including but not limited to websites and social media) and all other publicity, including websites and social media pages. Only the title of the said work may be larger or more prominent in size, type, colouring, and/or boldness than the Authors' names. Percentages listed below indicate required type size in relation to title size.

The Mel Brooks Musical YOUNG FRANKENSTEIN

Book by
MEL BROOKS and THOMAS MEEHAN

Music and Lyrics by
MEL BROOKS

Original Direction & Choreography by
Susan Stroman

100%
50%
50%
John Hs

The Licensees further agree to place the following credit (in English or translated into Czech) on **all advertising, announcements** (including but not limited to press releases, websites and social media) and on **the title page in all theatre programmes** for the production of the said work as follows:

Presented by arrangement with Music Theatre International
www.mtishows.eu

The credit to Music Theatre International does not have any specific size and can be smaller than 20% of the title but must nonetheless remain legible in all circumstances.

In addition, if the Licensees elect to recreate the original direction and choreography of the said work, as outlined in Clause 14.c. herein, the Licensees shall accord the following billing credit to the person(s) engaged to recreate it, on a line directly below the credit to Susan Stroman and in a size of type no larger than 75% of the size of the credit for Susan Stroman as follows:

"Original Direction and Choreography recreated by [name(s)]"

The Licensees agree to place the following credit on the title page of all programs for the said work as follows:

"Puttin' on the Ritz" by Irving Berlin

In addition, the Licensees agree to place the following credits in all programmes for the said work as follows (need not be on title page):

"Puttin' on the Ritz"
Words and music by Irving Berlin ©1928, 1929 by Irving Berlin (ASCAP) © Renewed

b) If the Translator receives billing, the Translator's credit shall follow below the Authors' credit and shall not be greater in size and/or prominence of type than any of the Authors' credits. Translator's credit must be submitted for approval;

c) All promotional material, including but not limited to advertisements of all types, theatre programmes, souvenir brochures, posters and handbills, is to be submitted in proof form to the Licensors for prior written approval at least 4 (FOUR) weeks before proposed press date and any changes therein requested in writing must be implemented and the resultant material re-submitted for prior written approval before press date. When approved and printed, 2 (TWO) copies of all such matter must be sent to the Licensors free of charge;

d) The Licensees agree to include biographies of the original Authors in theatre programmes of the said work. Biographies can be found at www.mtishows.co.uk

Logo Art

9. A logo pack for the MTI artwork of the show is available if required. The fee for usage of this is a one-off (hire) fee of €350.00 (THREE HUNDRED AND FIFTY EUROS). The Licensors' approved logo artwork, where available, is provided to the Licensees exclusively for the purposes of advertising the production licensed herein. If the Licensors are unable to provide approved logo artwork, or if the Licensees elect not to use the Licensors' approved logo artwork, the Licensees undertake to design new logo artwork, which must be submitted to the Licensors for prior written approval. The Licensees agree and understand that their own logo artwork designs must not replicate, emulate or plagiarize the logo design from any previous (including West End or Broadway) productions of the said work.

Musicians

10. The Licensees undertake that each performance of the said work given pursuant to this Agreement be accompanied by first-quality, live musicians, that no recording of the orchestral music for the said work will be made and that pre-recorded music from any source, other than from the Licensors, will not be used during any of the performances licensed herein. The Licensees further agree to adhere to the approved orchestration as supplied by the Licensors. No reduction or adaptation of the approved orchestration may be made without the prior written consent thereto of the Licensors.

Tickets

11. The Licensees shall make available to the Licensors, when requested no less than 48 (FORTY-EIGHT) hours in advance, two best-price tickets in central position, free of charge for each performance of the said work and the Licensors agree not to sell the same.

Author Invitation and Travel

12. The Licensees will, upon request, make best faith efforts to provide each of the Authors or the Authors' designated representatives with 2 (TWO) direct return flight tickets in business class from London to Czechia to attend the production licensed herein. The Licensees further agree to make best faith efforts to pay for up to 3 (THREE) nights' accommodation at a first-class hotel for the persons named on the airline tickets and provide transport from and to the airport in Czechia, and to assist with the acquisition of travel visas for the Authors or their designated representatives in the event these are required. The Authors or their designated representatives shall retain the right to attend the rehearsals, previews and performances of the said work at their discretion.

Accounting and Auditing

13. a) The Licensees shall furnish or cause to be furnished to the Licensors detailed returns of the ticket sales receipts of each performance signed by the Manager (or in his/her absence the Box Office Manager) of the theatre and also two copies of a certified statement of the gross weekly takings which shall be forwarded to the Licensors within 14 (FOURTEEN) days after the final performance of the previous month, together with all royalties and rental fees thereby appearing to be due and payable. If any sum payable by the Licensees to the Licensors hereunder is not paid within 14 (FOURTEEN) days of the due date, interest thereon at 3% (THREE PER CENT) over National Westminster Bank Plc (of London) base rate current from time to time shall be payable from the date when such sum became due until the date when the same is actually paid to the Licensors, such interest to be due and payable on demand. Any such demand may be made by the Licensors at any time no later than 6 (SIX) months after payment of the sum to which such interest relates;

b) The Licensees agree and understand that all royalties payable to the Licensors hereunder shall be paid as a first charge against Box Office Receipts as part of the Running Costs of the production licensed herein and prior to any payment or reimbursement of Production Costs or investment capital;

c) The Licensees shall keep all usual and proper books of accounts and records showing all receipts from all performances of the said work pursuant to this Agreement which books and records shall be open at all reasonable times to the Licensors or their duly appointed agent who shall be entitled to take such copies thereof or extracts therefrom, and to audit the same as they may think fit. Should such audit reveal underpayments to the Licensors of 5% (FIVE PER CENT) or more, the Licensees shall pay the costs of such audit and any underpayment shall be paid to the Licensors within 30 (THIRTY) days of completion of the audit, plus accrued interest;

d) All royalties payable to the Licensors hereunder shall be their property, and the Licensees agree that such monies when in the Licensees possession shall be held in trust by the Licensees for the Licensors'

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benefit until received by the Licensors. The trust nature of such funds shall not be questioned, whether the monies are physically segregated or not. In the event of breach of trust hereunder, the Licensors may, at their option, pursue its remedies at law or in equity. The Licensees agree, at their own cost and expense, to obtain all necessary governmental approval for all payments to the Licensors hereunder. If, because of any law, edict or regulation of any governmental authority, the Licensees are prevented from paying royalties to the Licensors in Euros, the Licensees agree to deposit forthwith such royalties which it is so prevented from paying in a separate bank account in trust for the Licensors, with duplicate deposit slips to be sent to the Licensors. The Licensees further agree to leave such royalties on deposit therein until such time as their payment is authorized by the Licensors in writing, and the Licensees shall then forthwith make payment of such royalties to the Licensors;

e) The Licensors and the Licensees agree that all amounts payable to Licensors under this Agreement shall be payable by the Licensees upon the Licensors' provision of the corresponding invoice(s) and shall be subject to the laws or regulations of any country requiring the reporting deduction or withholding of any tax duty or levy, and that withholding tax shall apply according to the applicable legislation, other rulings and international conventions. The Licensors and the Licensees further agree to secure a double taxation certificate in respect of all sums withheld which will otherwise be due to the Licensors hereunder.

Restriction of Rights

14. a) All rights in the said work not specifically licensed to the Licensees hereunder including in particular (but without prejudice to the generality of the foregoing provision) all stock or repertory semi-professional and/or amateur performing rights, publication rights in the libretto and/or music of the said work, all rights of reproduction of the said work by all or any mechanical and/or electrical means, methods or devices now or hereafter known or used including all cinematograph film, broadcasting (radio and television), cable, video, merchandising and souvenir programme rights are hereby expressly excluded from this Licence and reserved to the Licensors and all other (if any) parties entitled thereto or interested therein which said rights hereby reserved and all or any of them may be used and exercised by the Licensors or other such parties as aforesaid in all respects as if this Licence had not been granted, whether or not such use or exercise may be in competition with the rights granted to the Licensees hereunder;

b) This Agreement specifically prohibits the Licensees from making and/or distributing any mechanical recording of the said work or any portion of it, whether of rehearsals or actual performances or for archival purposes, by any means whatsoever, including, but not limited to, audiocassette, video, film and digital sequencing. This Agreement further prohibits the Licensees from broadcasting, televising and/or electronically posting on the Internet any part of the said work, either audio or visual or both, including musical selections. The Licensees accept the responsibility for preventing the unauthorised broadcast, televising or recording of the said work or part(s) thereof by their company members or by the public attending a rehearsal or performance thereof, as well as copying and/or the distribution (including physical or digital copies or by uploading to the internet) any scripts, orchestral parts, scores or other materials provided by the Licensors;

c) The license granted to the Licensees herein includes only the Licensors' rights with respect to the copyright or literary property in the book, music and lyrics of the said work and unless specified in writing does not include any right for the Licensees to use or copy any creative elements from any prior production of the said work (including Broadway, West End or touring productions) or film version of the said work, including without limitation the choreography, set design, lighting design, costume design or the physical production of the said work or the properties or accessories thereof of any kind or nature whatsoever. The Licensees acknowledge that such creative elements from prior productions of the said work are protected by international copyright laws and that any use or copying of such creative elements without the prior written consent of their copyright owners may subject the Licensees to an action for copyright infringement. Notwithstanding the foregoing, it is acknowledged and agreed that: **[i] the song "Puttin' on the Ritz" shall be considered as a part of the said work** and the Licensees shall not be required to clear its small rights in the Territory, it being understood such composition may be used only in the stage

production of the said work and may not be used to advertise or promote the Licensees' production; [ii] **this Agreement shall include the rights to use the original Broadway direction and choreography of the said work created by Susan Stroman** as outlined in the choreography guide which is provided to the Licensees by the Licensors upon request.

d) The Licensees acknowledge that Licensors, the Authors and/or the copyright owners shall not be obliged at any time to offer royalty participation or otherwise make any payment to any persons hired by the Licensees to direct, choreograph, stage, design or otherwise actualize the production of the said work presented by the Licensees hereunder, unless that person or persons have entered into a bona fide written collaboration agreement with the copyright Owners;

e) Any performance presented by or under the authority of the Licensees outside of the Territory or in any language other than the Authorized Language listed in Paragraph 1 impinges on the Licensors' reserved rights and is, therefore, deemed a copyright infringement and, without exclusion to any other remedy that may be available to it, this entire License will be deemed automatically revoked and terminated if such performance takes place;

f) This Agreement is conditioned upon the Licensees' fulfillment of all obligations set forth herein, including the prompt payment of all rental, royalty, and security fees in Euros when due. If all such payments are not made in full to the Licensors when due, this Agreement will be deemed void *ab initio* and the production that is the subject of this Agreement (and all performances thereof) will be deemed to constitute infringement under applicable copyright law.

Promotional Use

15. a) Notwithstanding the clauses herein, it is understood and agreed that the Licensees may make a recording of up to 3 (THREE) minutes of completed edited footage, not to include any more than 30 (THIRTY) seconds of any one song, **drawn exclusively from the Licensees' approved production and not from any other production's imagery, video and/or audio recording**, and to be submitted to the Licensors for prior written approval, for the express purpose of promoting, publicising and advertising the production licensed herein;

b) The Licensees acknowledge that they may not use and/or create any marketing materials which imply that the production licensed herein is associated with the original Broadway, West End or any prior production of the said work, including but not limited to promotional artwork, audio/video recordings, photography or critics quotes' referencing these productions, or references to awards won by the original Broadway or West End productions. For the avoidance of doubt, the Licensees declare that all photographs, video and audio recordings used for the purposes of publicising the production licensed hereunder will be drawn exclusively from the Licensees' own production;

c) The Licensees hereby acknowledge that it is a material term of this Agreement that the Licensees' advertising and promotion be designed and implemented so that (i) ticket buyers are made aware that the production of the said work licensed herein is not a replica of the Broadway, West End or any touring productions and (ii) such advertising and promotion is, to the extent practicable, restricted to the Territory;

d) Notwithstanding the foregoing, the Licensees understand that using any part of the song "Puttin' on the Ritz" in any advertisement or promotion of the said work presented by the Licensees hereunder is strictly prohibited.

Copyright Protection of the Play

16. The Licensees agree to comply with all laws, regulations, treaties and conventions effective in the Territory or any part thereof pertaining to the copyrighting and copyright protection in the names of the

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copyright owners, the score of the said work and the title and translation thereof as provided for in this Agreement. The Licensees shall not commit or permit any act or omission by which such copyright protection in the Territory, in the United States, in the International Copyright Union under the Berne Convention, or in territories embraced within the Universal Copyright Convention will be impaired.

This Agreement

17. a) This Licence is granted upon condition that it is personal to the Licensees who shall only assign, sub-license, charge or otherwise part with or share the benefit thereof to the extent that the said work shall be produced in co-production and that the Licensees own at least a 50% (FIFTY PER CENT) interest in the co-production entity, the Licensees remaining nevertheless at all times solely responsible for the due and faithful observance of the terms and conditions herein contained. Any such assignment, sub-license, charge or other transfer of the benefit of the Licence to any third party or co-production entity is expressly subject to the Licensors' written approval and must be approved before any such transfer takes place;

b) In this Agreement the expression 'the Licensors' shall where the context admits include any person, firm or corporation to whom the Licensors shall have assigned the benefit of this Agreement;

c) Nothing herein contained shall be deemed to constitute a partnership between the Licensors and the Licensees.

Termination of Agreement

18. a) In the event of the Licensees failing to fulfil any term of this Agreement, the Licensors shall be entitled to terminate any and every Licence given to the Licensees hereunder by 14 (FOURTEEN) days' written notice of the Licensees by the Licensors or its agent to that effect unless before the expiration of such notice such failure shall be remedied but in every case without prejudice to any claim against the Licensees for any payment due hereunder or in respect of breach(es) of any term or terms of this Agreement and on the part of the Licensees to be observed and performed;

b) If a resolution be passed or order made for the winding up of the Licensees (otherwise than for the purpose of amalgamation or reconstruction) or if the Licensees shall enter into any agreement or composition with their creditors or if a receiver be appointed of the Licensees' property and assets or any part thereof or if the Licensees shall suffer any execution to be levied upon or in respect of their property and assets or any part thereof, then the Licensors shall be entitled to terminate forthwith any and every licence given by this Agreement.

Production and Presentation Liability

19. The Licensees assume all risks and responsibilities in connection with its actions pertaining to the production and presentation of the said work, without recourse of any kind to the Licensors. It is understood that in no event shall the Licensors be liable in connection with censorship regulations in the Territory, and in no event shall payments made hereunder be refundable because of censorship restrictions. The Licensees agree to indemnify the Licensors and to hold the Licensors harmless against and from all liabilities, charges, awards, costs and expenses (including reasonable counsel fees) which the Licensees or the Licensors may incur because of demands, proceedings, or claims by reason of the production and presentation of the said work hereunder and against and from all charges, costs and expenses incurred by the Licensors by reason of the Licensees' breach of any warranty, representation or covenant herein contained.

Force Majeure

20. a) If, as a result of fire, riot, war, government regulation, labour action, disease (including but not limited to Covid-19) or any other event beyond the control of the affected party (a "Force Majeure" Event)

the Licensees shall be unable to (further) present the said work and/or perform any obligations pursuant to this Agreement, such inability shall not constitute a breach of this Agreement;

b) Notwithstanding the above, it is understood and agreed that if, as a result of any Force Majeure Event, the Licensees shall be rendered unable to (further) present the said work and or/perform any obligations pursuant to this Agreement, the advance royalty payment described in Clause 4.a. herein, of which the Licensors herewith acknowledge receipt, will in all circumstances without exception remain non-refundable.

Ownership

21. If there shall be a change in the corporate ownership of the Licensees, the Licensors shall be entitled to terminate this Agreement with 1 (ONE) month's written notice to the Licensees.

Notice

22. Any notice hereunder may be served upon the Licensees by fax or Recorded Delivery mail addressed to the Licensees at their above address.

Agreement Law

23. This Agreement is deemed to be made in England and shall be construed in accordance with English Law.

AS WITNESS the hands of the parties hereto the day and year first above written:



Východočeské divadlo Pardubice



Music Theatre International (Europe) Limited

AD 17/12/2024

24/12/24

