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BETWEEN  
ADVANCED ED SOLUTIONS, INC. (“Licensor”)  
AND**

**\_\_\_\_\_ “YOUR SCHOOL” (“Licensee”)**

This License Agreement (the “License”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Advanced Ed Solutions, Inc., an Idaho corporation, dba “Champions” (the “Licensor”) and \_\_\_\_\_ YOUR SCHOOL (the “Licensee”). Licensor grants this Grand Rights Performance License to Licensee for use of the Work described below, subject to the following terms, conditions, and restrictions:

1. Grand Rights License.

A. Grant of License. Licensor grants to Licensee the limited and non-exclusive right to perform the dramatic theatrical productions, commonly known as the “Champions! ESE Units”, which, in Licensor’s sole and exclusive discretion, may or may not include the use of Licensor’s applicable trade dress for and in connection with the fundraising events (separately and/or cumulatively referred to as the “Work”), subject to the terms, conditions, restrictions and limitations set forth herein. Except as otherwise set forth in paragraph 1.A.(3) below, the Work may be performed as often as necessary and/or desired by Licensee, provided that, all such performances shall take place during, and only during, the performance date(s) set forth below. Admission may be charged for the performances in whatever amounts Licensee chooses. The Digital Work shall include: All required digital materials to present the “Champions! ESE Unit”, a Teacher’s Lesson Guide, lyrics, choreography (when available), a practice/performance compact disc (“CD”) or download, instructional videos, and resources for marketing and promoting the performance of “Champions! ESE Unit”.

- (1) Dates of Performance(s): *The last two weeks of the current unit only.*
- (2) Location of Performance(s): *Up to two locations.*
- (3) Name of Institution: *the “Licensee Institution(s)”*
- (4) Number of Performances Permitted: *Directors discretion within performance window.*

B. Restrictions on Performances:

(1) Term. This License shall be valid during, and only during, the Date(s) of Performance set forth above and only grant permission for the current unit.

(2) Under no circumstances shall the Licensee Institution permit any person to perform in the Work who is not a student currently and regularly enrolled and in good standing in the Licensee Institution for the current academic period during which the Performance(s) occur(s).

(3) Under no circumstances shall Licensee Institution allow the performance of the Work for more than the Number of Performances permitted above.

(4) Except as otherwise set forth in paragraph 1.A.(2) above, under no circumstances shall all or any part of the Licensed Performance of the Work take place in any place other than the Licensee's address set forth above.

(5) Licensee agrees that the Work must always be presented in its entirety. No audio material may be edited from the soundtrack. All the visuals provided in the Work shall appear when and in the original form provided without alteration of any kind whatsoever.

(6) Licensee shall not add to or substitute visuals and/or audio material from any other source or sources.

(7) Copies. Except as otherwise specified by Licensor in the resources for marketing and promoting the performance of the current "Champions! ESE Unit", Licensee shall not make a copy or copies of any kind of all or any portion of the Work. No portion of the Work – visuals, script text, or soundtrack – shall be reproduced, stored in a data retrieval system, or transmitted by any means, whether electronic, mechanical, photocopying, slide transfer or otherwise.

(8) Other Venues and Media. Licensee agrees that no portion of the Work shall be used, directly or indirectly, in any other program, or transferred to another medium, such as radio or television broadcast, cable or Internet.

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D. License Fee. As a material condition precedent to the grant of license rights herein, Licensee shall pay to Licensor the sum of \$10 per student, plus any optional items or training, plus any and all applicable sales taxes thereon, purchased in good and collected funds (the "License Fee") in full not later than ½ the total 30 days within the signing of this contract and ½ upon delivery of items.

2. Publicity. In all forms of advertising (e.g., posters, press releases, public service announcements) that Licensee creates for the Work, the credit phrase:

**"ESE Unit Title was created by Deanna Rhinehart and Justin Morken."**

must be included. Licensee agrees not to state or in any way suggest that the Work was created or produced by Licensee, nor that any of the organizations mentioned in the credit phrase are presenting the program at Licensee's facility. Phrases such as "*(Licensee Name) Presents a Champions! Production*" are acceptable in billing the program. Biographical and promotional material provided with the Work about the people involved in the production may be used in publicity releases for the Work, but it may not be altered to state or in any way suggest that any individual or the organizations in the above-mentioned credit phrase are endorsing, starring in, or making a personal appearance at Licensee's presentation.

3. Limited Warranty. Licensor warrants the Work to be free from defects in materials and workmanship for ninety (90) days from the date of this License Agreement, provided that it is used as directed. Provided that all terms and conditions of this Limited Warranty are complied with, Licensor will, at its option, either repair or replace any defective Work or refund the License Fee to Licensee. This Limited

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4. Breach. Use of the Work for any purpose outside the scope of this License shall be a breach of this License. In such event, or if Licensee fails in any of Licensee's obligations under this Agreement, this License shall automatically terminate, and Licensee shall promptly return all Work materials to Licensor at the address set forth below. If the termination is due to a breach or an unauthorized advertisement, broadcast, production or reproduction of the Work, Licensor shall be entitled to all proceeds of any kind received by Licensee for such unauthorized use. In the event of any other breach by Licensor or Licensee, the non-breaching party shall give written notice of the breach to the other party. If the breach is not cured within ten (10) days, or, if it cannot reasonably be cured within ten (10) days, or if cure is not commenced within ten (10) days and diligently completed, the non-breaching party shall have all remedies available at law or in equity, provided that remedies against Licensor shall be limited as set forth in this Agreement, and, in any event, the maximum liability of Licensor shall be limited to the License Fee.

5. Insurance and Indemnification.

A. Insurance. Licensee, at its own cost and expense, shall maintain and keep in force, commercial general liability and property damage insurance against claims for personal injury and/or death, and property damage occurring on or about the Licensee Institution. Upon request, certificates of all such insurance, providing evidence of such coverage, shall be submitted to Licensor as provided herein. Insurance shall be provided by a company licensed to do business in the state of Idaho and acceptable to Licensor. The policy or policies listed above shall provide at least a combined single limit of \$1 million per occurrence and, if an aggregate policy, it shall provide a minimum of \$2 million.

B. Indemnification. Licensee agrees to and shall indemnify and hold harmless Licensor, and its directors, officers, employees, volunteers, agents and assigns, individually and collectively, from and against all fines, suits, claims, demands, actions and liability, loss, theft, damage, costs or expenses (including without limitation reasonable attorneys' fees and costs through and including appeals) arising from or as a result of the death of a person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which shall occur on or adjacent to the Licensee Institution. Licensee further agrees to indemnify and hold harmless Licensor, and its directors, officers, employees, volunteers, agents, and assigns from any and all liability, claims, costs, actions, expenses including reasonable attorneys' fees and court costs that may arise out of or in any way connected to or incurred directly or indirectly from breach of any and all license agreements and/or a copyright infringement lawsuit or any breach of the representations, warranties, or agreements contained in this Agreement. Furthermore, Licensee agrees to indemnify and hold Licensor, and its directors, officers,

employees, volunteers, agents and assigns harmless from any and all claims, losses, liabilities, damages, or expenses incurred as a result of any violations of such intellectual property rights or the laws relating thereto. The obligations of Licensee under this Paragraph shall not in any way be affected by the refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting the Licensee Institution. If any claim, action or proceeding is made or brought against Licensor by reason of any event which is the subject of Licensee's foregoing indemnity, then, upon demand by Licensor, the Licensee, at its sole cost and expense, shall resist or defend such claim, action or proceeding in Licensor's name. Notwithstanding the foregoing, Licensor may engage its own attorneys to defend it or to assist in its defense, and Licensee shall pay the reasonable attorney's fees, costs and disbursements incurred.

6. Compliance with Laws, Policies and Procedures.

A. Compliance with Laws. Licensee shall obey and comply with all applicable policies and procedures, rules and regulations of all governmental authorities, safety and fiscal procedures, laws, ordinances, and statutes. Compliance shall include, without limitation: (i) obtaining all applicable permits and licenses, (ii) paying all applicable taxes, (iii) obtaining and paying for all music and performance rights.

B. Non-Discrimination. Licensee shall not discriminate against any person, entity, or group because of age, race, sex, creed, color, religion, veteran status, national origin, gender, or disability, nor otherwise commit an unfair employment practice.

C. Americans with Disabilities Act Compliance. Licensee shall comply with the Americans with Disabilities Act.

D. Signed Performances. In accordance with the Americans with Disabilities Act, Public Law 101-336, the Licensee will provide and pay for services rendered for a signer to sign for the hearing impaired if such request is made up to forty-eight (48) hours prior to event day.

E. Animals. Licensee shall permit Service Animals on the premises of Licensee Institution in accordance with the Americans with Disabilities Act. All other use of animals in connection with the Work is prohibited without prior written consent of the Licensor. Licensor's consent may be granted or denied in its sole discretion.

F. Copyright Protection. Licensee warrants and represents that all copyrighted music will be performed or produced with the written permission of the copyright owner(s). Licensee further warrants and represents that any and all obligations under the copyright license shall be performed or completed by Licensee and/or its designated representatives, and the performers. Without limiting the generality of the foregoing, Licensee shall pay all applicable license fees for the Work.

G. Public Safety. Licensee agrees, at all times, to conduct its activities with full regard to public safety. Licensee shall not in any way interfere with exits and exit signs, including attaching anything to panic hardware. All exit signs shall be kept clear and illuminated. All items, such as scenery and stage props, brought into the Licensee Institution, must comply with state and local fire ordinances. Any non-compliant items must be removed from Premises. Licensee Institution is subject to fire and safety inspections at any time.

7. Notices. Any notice or other communication required or permitted to be made or given under this Agreement, shall be in writing and shall be deemed to have been received by the Party to whom it is addressed: (i) on the date indicated on the certified mail return receipt sent by certified mail return receipt requested; (ii) on the date actually received if hand delivered or transmitted by telefax (receipt of

which is confirmed to sender); (iii) three business days after such notice was deposited in the United States Mail postage pre-paid; or (iv) one business day after such notice was delivered to an overnight delivery service, addressed, delivered or transmitted in each case as follows:

**If to the Licensor:**

Deanna Rhinehart, President  
Advanced Ed Solutions, Inc.  
10467 Kingdom Lane  
Nampa, Idaho 83686

8. General Provisions.

A. Force Majeure. Failure to perform by Licensor due to a Force Majeure Event shall not be deemed a violation or breach hereof. A Force Majeure Event may include without limitation, fire, flood, earthquake, strikes or work stoppages, any interruption of utility services, suspension or interference with performances caused by acts of God or acts of public enemy, riots or similar occurrences, order of court or administrative agencies, including orders of the Municipal Fire Marshall or building official. Licensor shall have no liability for any costs, expenses, or other liability incurred by Licensee as a result of such Force Majeure Event.

B. Entire Agreement, Waivers, Amendments. This License constitutes the entire agreement of the parties with respect to the subject matter hereof and except as otherwise specified in this License, all prior and contemporaneous agreements, representations, negotiations and understandings of the parties are superseded by and merged into this License. Neither party was induced to enter into this Agreement by any statements or representations not contained in this Agreement. To be effective, all waivers shall be in writing and signed by the party to be charged. No waivers shall be construed or held to be a waiver of any same, similar, succeeding or preceding breach. This Agreement may not be amended or otherwise modified except through a written instrument executed by both parties.

C. Assignment. Licensee shall not assign, transfer, pledge or mortgage this License or any of its rights or duties under this License, and any and all such attempts by Licensee to assign any such rights or duties shall be void and unenforceable for all intents and purposes, and shall void any and all license rights granted to Licensee pursuant to this Agreement.

D. Authorization. Licensee hereby warrants and represents that it has full power and authority to enter into this Agreement and to engage in the transaction contemplated hereby and that this Agreement is a valid obligation of the Licensee and is binding upon the Licensee.

E. Captions. The captions used in this License are for convenience only and are not a part of this License and do not limit or amplify the terms and provisions hereof.

F. Construction of License. This License has been arrived at by negotiation between Licensor and Licensee. As such, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this License. Further, the language in all parts of this License shall in all cases be construed as a whole and in accordance with its fair meaning.

G. Relationship of the Parties. Nothing contained in this Agreement will be deemed to constitute Licensor and Licensee as partners or joint venturers with each other. Each party acknowledges

and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way. Licensee agrees that it will be solely responsible for the payment of all wages, federal, state and local income and amusement taxes, as well as all workers' compensation insurance requirements for all personnel it supplies pursuant to this Agreement.

H. No Third Party Beneficiaries. Licensor and Licensee acknowledge and agree that the terms, provisions, and conditions hereof are for the sole benefit of, and may be enforceable solely by, the Licensor and Licensee. No third party beneficiaries are intended to be created under this License.

I. Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this License shall become illegal, null or void or against public policy, the remaining portions of this License shall not be affected and shall remain in full force and effect.

J. Successors and Assigns. Except as otherwise provided above, all of the terms and conditions of this License shall inure to the benefit of and shall be binding upon the successors in interest of each of the parties hereto.

K. Surviving Provisions. Any provision of this Agreement that reasonably should survive the expiration, cancellation, or other termination of this Agreement, except Licensee's license rights (which shall expire on the last date set forth in Paragraph 1.A.(1) above), shall survive.

L. Governing Law. This License shall be governed and construed in accordance with the laws of the state of Idaho, and jurisdiction and venue shall be exclusively in Payette County, Idaho.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date first set forth above.

"LICENSEE":

Organization: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

"LICENSOR":

Advanced Ed Solutions, Inc.:  
By: \_\_\_\_\_, Pres.

Deanna Rhinehart, President