

OperAdventures!

PERFORMANCE RIGHTS AGREEMENT

(Please Print)

Company Name: _____

Address: _____

Contact Person & Title: _____

Email: _____

Phone: _____

THIS AGREEMENT is made the ___ day of _____, 20___, by and between Denise Page Caraher/Caraher, Inc. d/b/a **OperAdventures**, (hereinafter called "Owner"), and _____ (name of company or school; hereinafter called "Organization"). It is hereby agreed as follows:

1. The Owner grants the Organization the right to perform _____, a children's opera set to classical opera music, dialogue and lyrics by the Owner.
2. This agreement is effective for the following time period: _____(mm/dd/yy) through _____(mm/dd/yy)
3. The Organization shall pay the Owner a royalty fee of \$40 per performance. Payment is due 30 days after the last of the outlined performance period dates. The Organization will provide the Owner with an *updated* list of performance dates and locations via email within 30 days of their occurrence. If timely payment is not received, Owner has the right to charge the credit card on file for the Organization.
4. The right granted herein does not include the right to record, broadcast, telecast or film said work, except for archive purposes.
5. The Organization shall make no changes in the libretto and scored of said work unless otherwise agreed upon by both parties.
6. The Organization shall give credits to **OperAdventures** in all publicity and programs, and credit Denise Page Caraher as the author of the show.
7. The Organization agrees to collect all copies of the score at the end of the performance run. The Organization agrees to not reproduce the script in any way, including, but not limited to, creating a digital file of the score, or producing/copying extra scores and acknowledges that doing so is illegal under copyright laws.
8. If the Organization wishes to perform the same **OperAdventures** title (or another) in a new performance period, a new contract must be signed.
9. In the event that the Organization breaches the terms of this Agreement in any way, the Owner may, without prejudice to any other right of action, terminate this Agreement and recover attorney fees incurred in any legal action taken against the Organization.
10. Said royalty fee shall be paid by check to: *Caraher, Inc, 4348 Central Avenue, Indianapolis, IN, 46205* (Federal Tax ID# will be given via phone or email)

OperAdventures would also request a copy of any support material the performances may generate. This communication may be sent via email to opera.adventures@gmail.com.

RACHEL SPARROW
Managing Director, **OperAdventures**

Authorized representative of _____ (Organization)

(Print name and title)