

MANHATTAN THEATRE CLUB
LIGHTS UP! LIBRARY AGREEMENT AND TERMS OF USE

Lights Up! Library is an educational resource program provided to high schools by Manhattan Theatre Club, Inc. a New York not-for-profit corporation having its principal offices at 311 West 43rd Street, 8th Floor, New York, New York 10036 (“MTC”).

This Agreement serves to outline the requirements of the High School (the “School”) in participating in MTC’s *Lights Up! Library* educational program (the “Program”) and the use of the Program’s educational activities, performance recording, and supplemental resources (the “Services”). The Services may be accessed and used for a period of one calendar month, and may involve one or more classes of students (the “Students”) in any subject area (the “Class”) with at least one qualified and certified teacher (the “Teacher”) meeting in a dedicated space on the School’s campus (the “Classroom”).

MTC hereby offers to the School permission to receive and access the Program and its Services as defined below at no cost and use such Services only for educational purposes during live, in-class instruction and according to the terms and conditions as set out in this Agreement.

Acceptance of this Agreement and its terms and conditions will be by submission of the Registration Form at <https://www.manhattantheatreclub.com/education/lightsup/>.

1. USE OF PROGRAM SERVICES

1.1 Educational Activities and Supplemental Resources

- 1.1.1 The Teacher will receive through electronic communication educational activities and supplemental resources for the play under study in portable document format (PDF) within ten (10) business days of completing the Registration Form.
- 1.1.2 The Teacher is granted permission to print, duplicate or transmit electronically through email the educational activities so that the Students may have access during in-class instruction or outside of the class as homework.
- 1.1.3 The educational activities may not be altered, adapted, or modified in any way except to the extent necessary to make it perceptible on a computer screen or on the printed page.
- 1.1.4 The educational activities may not be used for any purpose other than educational purposes associated with the Program.

1.2 Performance Recording

- 1.2.1 The Teacher will receive through electronic communication the link(s) to the password-protected recording of the performance of the play under study on the first day of the month in which the Program’s Services are being utilized as selected on the Program registration form.

- 1.2.2 The School and Teacher agree that the performance recording is copyrighted material and as such may only be used for educational purposes in the participating Class.
- 1.2.3 The performance recording may be viewed only during live, in-class instruction in the Classroom by the Teacher and Students.
- 1.2.4 The link(s) and password to the performance recording may not be shared with Students or anyone not directly associated with in-class instruction of the Class under any circumstance.
- 1.2.5 Parents or legal guardians of Students may not view the performance recording as they are not participants in the Program.
- 1.2.6 The performance recording may not be downloaded from the internet.
- 1.2.7 No admission fees of any kind may be charged for viewing the performance recording.

2. TECHNICAL OBLIGATIONS

- 2.1 The School will provide the Classroom with high-speed internet access such that the Teacher may: download and view the educational activities and supplemental resources using a portable document format (PDF) reader; share with Students supplemental resources at a variety of websites on the internet; and, stream the performance recording hosted on <https://www.vimeo.com>.
- 2.2 The School will conform to the Terms and Conditions connected to the Services as stipulated at <https://www.vimeo.com/terms>.
- 2.3 The School will provide the audio/visual equipment most appropriate to the Classroom so that the Teacher and Students may sufficiently view and hear the performance recording.
- 2.4 The Teacher is responsible for ensuring that the School is able to fulfill all technical obligations for the Program prior to agreement to these terms.

3. GENERAL

- 3.1 No Joint Venture: Nothing contained herein shall be deemed to create any association, partnership or joint venture between the parties. Each party may engage in other activities, including other theatrical and entertainment ventures, whether or not competitive with the other party.
- 3.2 Controlling Law: This Agreement shall be construed and interpreted in accordance with the Law of the State of New York, applicable to contracts entered into and to be performed fully therein without reference to the principles of conflict of laws.
- 3.3 Headings: Paragraph headings are used for convenience only and shall not be referred to in the interpretation of this Agreement.
- 3.4 Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto with respect to designing and replaces and supersedes all other understanding, commitments and agreements relating to the subject matter hereof.

- 3.5 Modification, Amendment: This Agreement cannot be modified, altered, amended or otherwise changed except by an agreement in writing signed by the parties hereto.
- 3.6 Binding Effect of Agreement: This Agreement shall be binding not only on the parties hereto, but also on their heirs, executors, administrator, successors, and assigns.
- 3.7 Counterparts: This Agreement may be executed in several counterparts, all of which when taken together shall be deemed to constitute one and the same instrument. Facsimile, website form checkbox, and/or PDF signatures shall be deemed original for all purposes.