

PUBLIC PERFORMANCE LICENSE

NOTE: This license is not valid unless and until all information has been completed, and the license has been signed by the School and the Metropolitan Opera.

Date: _____

Date(s) of Desired Exhibition: _____

Title/Description of "Program": _____

School: _____

Nature of School (high school, university): _____

Address: _____

City: _____ State: _____

Zip: _____

Contact Name: _____

Title: _____

Phone Number: _____ Home Cell Work

Email address: _____

ONE TIME FEE PER SHOWING (NO ADMISSION FEE MAY BE CHARGED):

_____ U.S. \$100 (less than 50 attendees)

_____ U.S. \$200 (50 - 99 attendees)

_____ U.S. \$300 (99 - 150 attendees)

_____ U.S. \$400 (more than 150 attendees)

(Payment to THE METROPOLITAN OPERA must be made in full before license can be processed)

I agree, on behalf of the above named school, to the terms and conditions in this agreement.

_____ [_____] on behalf of _____ School
Signature Print Name

Agreed and Accepted:

The Metropolitan Opera

By: _____

TERMS & CONDITIONS

1. Grant. The Met grants the above listed school ("School") a non-exclusive, limited license to publicly perform the Program solely at the School, for the number of exhibitions, on the dates, and otherwise as indicated above. Any advertising or promotion for the exhibition(s) shall be subject to the prior written approval of the Met in its sole discretion. Admission may not be charged by the School. This is a limited license to exhibit only the Program in the School. The showing must take place inside the School building and does not cover outdoor showings or showings off campus. Please note that change of Program or exhibition date after the license has been processed will result in a \$25 service fee. Violation of this agreement is subject to the penalties set forth in the Federal Copyright Act.

The School is responsible for obtaining and purchasing a DVD copy of the Program, or for purchasing a streaming rental of the Program from Met Opera on Demand, at its sole expense.

2. Payment. The School's rights are subject to payment of the above fee prior to exhibition.

3. Limitations on Use.

a. The names, trademarks and logos of Met, including "Met," "Metropolitan Opera," "METOPERA," and "AT THE MET..." (collectively, "Marks") are valuable property rights of the Met. Any use by the School of any of the Met's Marks, including, without limitation, in connection with any advertisement, brochure, or other promotional material, shall be subject to the Met's prior written approval.

b. The School may not use the Program except as specifically provided in this license without the prior written approval of the Met, in its sole discretion. All rights not specifically granted to the School are reserved to the Met.

c. The School shall not have the right to and will not at any time license or authorize any third party to use, reproduce, exploit, distribute, exhibit, broadcast or rebroadcast the Program or any portion thereof.

d. If the underlying music in the Program is not in the public domain, the School will ensure its venue has a public performance license with ASCAP and BMI.

4. No Transfer. The School may not license, assign or otherwise transfer to any other person or entity any of the rights granted hereunder. Any purported transfer in contravention of the foregoing shall be null and void ab initio.

5. Miscellaneous. All rights not specifically granted herein to the School are reserved by the Met. This Agreement shall be construed and governed in accordance with the laws of the State of New York applicable to agreements executed and wholly performed within such State. The parties consent to the exclusive jurisdiction of the state and federal courts in New York County, New York with respect to any action or proceeding arising out of or relating to or involving this Agreement. This Agreement constitutes the entire agreement and supersedes all prior oral and written agreements, understandings or representations between the parties hereto with respect to the subject matter hereof.