



FOXTALES PUBLICATIONS

TERMS OF AGREEMENT

KEEP THE TERMS OF AGREEMENT FOR YOUR RECORDS

The following terms govern the use of Foxtales Publications scripts and related materials.

Copyright Provisions

- All rights are held exclusively by Barbara Pascoe whose permission, in writing, is required prior to any performance. A play is performed any time it is acted before an audience. Performance involves the payment of royalties, which must be negotiated and paid directly with FOXTALES PUBLICATIONS prior to performance.
- All scripts and scores are fully protected by COPYRIGHT and the COPYRIGHT LAW gives Barbara Pascoe the exclusive right to make copies.

Changing the Play

- Written permission from Barbara Pascoe is required prior to making changes of any sort in the music, lyrics, or script.

Recording/Reproduction

- Without prior written permission, you may not make or distribute a mechanical recording of the Play or any portion of it by any means whatsoever, including, but not limited to, audiocassette, videocassette, film, CD, DVD, and other digital sequencing.
- You agree to inform all parents, students, and attendees of the above prohibitions against recording the show by means of a pre-show announcement and the following program note: **"The videotaping or other video or audio recording of this production is strictly prohibited."**

Production Materials

- Production permission requires purchase of cast copies of the scripts and rental of the piano/vocal score.
- Materials we provide to you will not be given to any other organization to perform.

Transfer of License

- Under no conditions can this license be assigned or transferred without our written consent.

Billing Credit

- Producing companies must give credit to the author, Charles Pascoe, on the first page of credits in all programs and on houseboards, displays, and in all other advertising announcements of any kind. The name of Charles Pascoe is required to be printed, on a separate line on which no other name appears, directly under the Play title.
- Foxtales Publications must be given appropriate credit on all posters, fliers, advertisements, and on the title page of your programs in the following manner: **"(NAME OF PLAY)" is presented through special arrangement with FOXTALES PUBLICATIONS, 4702 Sendero Drive, San Marcos, Texas. Tel.: 512-353-7410, Email: foxtalespub@gmail.com", Web: www.foxtalespublications.com**

Cost of Materials

Perusal Materials:

1 Piano/Vocal Score: \$0.00

1 Script: \$0.00

Scripts & Royalties:

Ea. Hard Copy Script: \$8.00

Ea. E-script 4.99 Amazon.com/Kindle

Ea. Performance: \$50.00

Rentals:

Piano/Vocal Score: \$50.00 each

Perusal Scores

- One copy of the piano/vocal score may be examined for 10 business days by an organization possessing no more than a single perusal script.
- If you choose to keep the perusal score for use in your production, you may do so, and we will include the cost of the rental for that score in your final invoice
- The perusal score **MUST** be returned upon completion of your production.

Return of Materials

- Rental materials are the property of FOXTALES PUBLICATIONS. Ultimately, all rented/perusal materials **MUST** be returned to our office: Foxtales Publications; 4702 Sendero Drive; San Marcos, TX 78666.
- All such items **MUST** be returned via insured shipping method along with a copy of the Order Summary.
- Each item is valued at \$50.00.

Late/Replacement Fees:

- Any entity whose rental package is not postmarked within 10 business days of close of production will be subject to a replacement and/or late fee of not less than \$25.00 per rented and/or perused item.
- All rented materials returned to our office are immediately evaluated for condition.
- We reserve the right to charge a fair and reasonable fee for each rental item deemed damaged or destroyed.
- "Damaged" items are those which have excessive pencil markings, water marks, or other markings which require the replacement of a large section or sections of the score.
- "Destroyed" items are those which cannot be returned to stock for future use.

Shipping and Handling

- All shipping and handling fees are paid by the customer.
- These fees will be calculated and included in the invoice that will be sent when the order is shipped.
- Foxtales Publications ships UPS unless otherwise instructed.

Payment

- Payment for royalties, scripts and rentals is due upon receipt of materials ordered.
- Foxtales Publications accepts payment by Check or Money Order payable to Foxtales Publications.
- Purchase Orders are accepted for schools and government agencies only, and only by prior arrangement.
- All sales are final.