

# Intellectual Property Rider: Mike Wiley Productions

238 Bellemont Rd Pittsboro, NC  
Mike Wiley Productions  
Prod. Mgr., Mr. Tracy Francis

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This rider is attached to and made part of the Agreement for Artist Services between Mike Wiley Productions, Ltd. hereinafter referred to as the Artist, and the contracting Presenter, hereinafter referred to as the Purchaser. In the event that Streaming or Live Streaming options are elected by the Purchaser, the terms and conditions of this Rider apply and are fully incorporated therein by reference.

Please read this Rider carefully. It is an essential part of the attached contract for a performance by the Artist. By signing this Rider, you are agreeing to certain terms and conditions relating to the Artist's intellectual property and your limited rights to use that intellectual property. For the purposes of this Rider, Artist's intellectual property includes but is not necessarily limited to copyright-protected original work (whether or not federally registered), and the copyright holder's attendant rights to reproduce, copy, publish, make derivative works based upon the original work, and distribute, publicly perform, publicly display, and/or record the original work or derivations thereof, and prevent unauthorized others from reproducing, copying, publishing, making derivative works based upon the original work, and distributing, publicly performing, publicly displaying, and/or recording the original work or derivations thereof.

This Rider is applicable to the streamed production as noted on the Agreement for Artist Services to which it is attached. Unless indicated otherwise in the Agreement for Artist Services or this Rider, streamed productions are specifically limited in duration of production run and prospective audience. Streamed production run dates are not exclusive to Purchaser unless otherwise explicitly provided in the Agreement for Artist Services or this Rider.

Streamed Production options are limited to the following Engagement Types:

- 1) Pre-filmed Streamed Virtual Catalog Performances from Mike Wiley Productions
- 2) Real-time Live-streamed Performances from Mike Wiley Productions

Each contracted-for performance will be streamed on a limited basis to Purchaser's audience members via Purchaser's authorized videoconferencing account through a recognized and approved videoconferencing service (e.g.: Zoom; Google Hangouts).

For Pre-filmed versions, Presenters may contract their choice of performances for a single or multi-show schedule. Pre-filmed versions may be shared with a venue's specific designated, predefined, and limited audience.

For live events, Artist will not be physically present at Purchaser's venue during the live event. Instead, these performances will be transmitted live in real time from the production stage at The Clayton Center, or a similarly equipped venue. This venue is to be referred to herein as the "originating theatre." Each live performance will be captured in a multi-camera shoot and may include a live post-show talkback done virtually by Mike with the audience after each performance. The live streamed performance will feature multi-camera switching, lighting, and sound.

Purchaser agrees to use its best efforts to curate the audience, promote the performances and handle ticketing for the performances.

Purchaser agrees to purchase its own videoconference service license at its own expense, and to conduct the contracted-for streamed event thereunder. Purchaser is solely responsible for production losses due to technical problems or service failures involving videoconferencing company products or services. Purchaser assumes responsibility for successfully administering and managing the videoconferencing event. The parties hereto understand that successful videoconference administration and management may require the intervention of an experienced videoconference administrator to, among other things, manage audience interaction (e.g.: muting individual conference participants; responding to in-application chat, etc.) within the videoconferencing application. Purchaser is solely responsible for selecting, hiring and training any videoconference administrator acting under Purchaser's license. Parties understand that Artist's streamed feed will appear within the Purchaser's videoconferencing application in the same fashion as would any other videoconference member.

In addition to the standard contracting fee quoted on Mike's published fee chart for a real-time live performance run, Purchaser agrees to pay to Artist a per-performance production supplement for the originating theatre's services unless otherwise arranged. This fee is subject to change as determined by the originating theatre.

All productions and performances, along with the productions' and performances' underlying intellectual property rights, are the property of Mike Wiley Productions.

Purchaser is purchasing, subject to a grant by the Artist, a limited, self-reverting license to show the streamed work for a limited time to a limited audience.

Performances are prohibited from being recorded, reproduced and/or transmitted from place of performance. Notwithstanding the foregoing, and provided the Purchaser is not in breach of the terms of the terms of this Rider, the attached Agreement for Artist Services, and all other riders thereto, Artist grants to Purchaser a limited license to capture still images from the paid performances for archival purposes.

Purchaser understands that video clips for use in marketing and promotion, including on social and in local media are available for free download at the Artist's website, [MikeWileyProductions.com](http://MikeWileyProductions.com).

All rights of Artist not expressly conveyed hereunder remain the property of the Artist. After the production run contracted for hereunder, all rights conveyed hereunder revert back to Artist.

The parties hereto understand that under no circumstance will Purchaser have unlimited use of the Artist's virtual catalog. All contracts will be for specified times of streaming and for specific limited audience access to the product during a production run. Unless otherwise specified, the audience as defined hereunder shall not exceed the number of videoconference participants permitted under the terms of Purchaser's videoconference Plan. Notwithstanding the forgoing, under no circumstances shall the audience for any streamed event exceed one thousand (1,000) participants. The Parties understand and agree that these events are specifically not intended to be broadly-shared Internet offerings (e.g. Facebook Live-type events).

Artist shall be credited in accordance with the Agreement for Artist Services' Tech Rider.

Any proposed additional terms and conditions which may be affixed to this contract and rider by Purchaser do not become part of this contract until signed by Artist. By sole act of signing, Purchaser readily accepts all provisions of Artist's contract, regardless of any additions and deletions that the Purchaser may try to make.

AGREED AND ACCEPTED:

\_\_\_\_\_  
FOR PURCHASER

DATE SIGNED: \_\_\_\_\_

\_\_\_\_\_  
FOR ARTIST

DATE SIGNED: \_\_\_\_\_