



Archival Video License

This License is for K-12 schools only. By purchasing the [Archival Video License](#), Your School automatically becomes the Licensee and is bound by the terms and conditions of this License. *[Any other entity (including but not limited to youth theatre, college theatre, community theatre, professional theatre, or other type of business) must apply for a license and be granted permission to perform this play. Please visit [this page on actlikeyoumatter.org](#) to apply and receive a price quote.]*

Definitions:

“Licensee”: Your school, the Purchaser, and any adult who is engaged by your school to video record the Play (including but not limited to an independent company, an individual not associated with your school, teachers, drama teachers, Principal, administration, parents, etc.) Sometimes referred to herein as “You,” “Your,” and/or “Your School.” It is Your responsibility to make sure that each of the people and entities described in this paragraph have received a copy of this License.

“Performance Script”: The version of the script for *Baffle Away Bullying! Interactive Stage Play for Audiences and Educators in K-3rd* that must be used during rehearsals in anticipation of a performance for an audience of any size. Sometimes referred to herein as the Play. Access to this script is only available to those who purchase BOTH [Performance Royalties](#) AND the [Performance Script Photocopy License](#).

“Purchaser”: The individual(s) or entity that purchased the Archival Video License (including but not limited to the school’s PTA, PTO, Foundation, District, etc.)

Any violation of these provisions shall automatically terminate this License.

I. Copyright Protection: All of the plays represented by Act Like You Matter, Inc. are protected under the copyright laws of the USA ([copyright.gov](#)) and all countries with which the USA has reciprocal copyright relations whether through bilateral or multilateral treaties or otherwise. Any time one of our plays is presented in front of an audience, a Performance License (per performance), royalty fees (per performance), and Performance Script Photocopy License are required, regardless of the size of the audience or whether or not an admission fee is charged. Any unauthorized performance of our plays constitutes an infringement of the copyright and a violation of the law, with potentially serious consequences to the infringer, including fines.

II. Non-Exclusive Rights Granted: This License – granted to the Licensee – allows Your School to video record a performance of *Baffle Away Bullying! Interactive Stage Play for Audiences and Educators in K-3rd* (the “Play”) as represented in the Performance Script under the following terms and conditions:

1. **Required Purchase of BOTH Performance Royalties AND the Performance Script Photocopy License:** To be able to perform and video record this Play, You must purchase BOTH [Performance Royalties](#) (which results in the Performance License) AND the [Performance Script Photocopy License](#) in addition to the Archival Video License (“This License”). This License grants NO rights to perform this Play in front of an audience of any size. Furthermore, this License grants NO rights to use or make copies of the Performance Script. Video recording of this Play without also paying for Performance Royalties and the Performance Script Photocopy License is strictly prohibited and constitutes a violation of copyright law.
2. **Video Recording/Reproduction:** This License grants You the right to videotape, video record, and/or film a performance of the Play for archival purposes (the “Archival Video”) and use it in the following limited ways:
 - a. You may distribute one copy of the Archival Video to each cast and crew member and to no one else.
 - b. Distribution to cast and crew may be via DVD or digital download. If You use the digital download method, You must adhere to the following guidelines:
 - i. The link must be active for no longer than 48 hours.
 - ii. At the end of the 48 hours, You must delete the video from where You have been storing it (such as Google Drive, Drop Box or other virtual location.)
 - c. The following language must be included on/within the Archival Video at the beginning and end of the video:

“This Play is protected under federal and international copyright laws. Public viewing or online posting of this video constitutes a copyright infringement, and the person(s) who posted it is/are subject to penalties, including fines. Please report any violations to info@actlikeyoumatter.org and include a link to where you saw this video. Thank you for helping us to protect the rights of the Author/Copyright Owner.”

- d. Broadcast: You may not broadcast, televise, and/or electronically post on the Internet any part of the Play, either audio or visual or both.
- e. It is Your responsibility to make sure that all cast, crew, director, stage manager, and artistic team (The “Production Team”), parents, guardians, and all audience members are aware of the restrictions of this Paragraph 2.

- i. We strongly encourage You to remind everyone at the beginning of each rehearsal about these restrictions.
- ii. At the beginning of each performance, You must announce the following to the audience:

“This Play is protected under federal and international copyright laws. Video recording of this performance is strictly prohibited. We will subject to penalties, including fines, if anyone records and/or broadcasts any portion of the Play.”

3. **Archival Video Fee:** Your School may charge the cast and crew a fee for the Archival Video and retain all proceeds without owing any compensation to Act Like You Matter, Inc.

III. Other Provisions

1. **Expiration Date of License:** This License shall expire 12 months after the purchase date of the Archival Video License.
2. **Warranty:** Act Like You Matter, Inc. warrants that, on behalf of Amy Jones Anichini (the “Author/Copyright Owner”), it is authorized to grant this License to You. Act Like You Matter makes no other warranties.
3. **Reserved Rights:** All rights in and to the Play and the Archival Video other than those specifically licensed to You under the terms of this License agreement are reserved to Act Like You Matter.
4. **Transfer of Rights:** Under no condition can This License be assigned or transferred without written consent from Act Like You Matter. This License shall be governed by the Laws of the State of California, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City of San Diego or the State of California or the United States District Court for the Southern District of California, and in no other forum.
5. **Indemnification of Licensor:** You agree to indemnify Act Like You Matter and the Author/Copyright Owner of the Play from any claim arising out of Your violation of any of the provisions of this License agreement.
6. **Permitted Use:** The Archival Video cannot be used for any purpose other than as stated in this License. You may not sell or give the Archival Video to anyone other than cast and crew, or distribute the Archival Video in any other way.
7. **Limited Rights:** This authorization applies to Archival Video Rights only for K-12 schools only. All other rights of every kind and nature, including but not limited to live performances, photocopying or printing scripts, using scripts in rehearsals or for classroom readings, television, audio, in whole or in part,

photography, or any other form of mechanical or electronic reproduction, such as information storage and retrieval systems, recording, web pages and photocopying, are reserved by the Author/Copyright Owner and are not included in this authorization. Reproduction of any kind, including for personal use, is also strictly prohibited.