

CONTRACT RIDER

BILLING RIDER - GREEN DAY'S AMERICAN IDIOT

You agree to bill the Play and the Authors in all programs, houseboards, displays and in all advertising and all paid publicity, in the following manner:



Music by
Green Day

Lyrics by
Billie Joe Armstrong

Book by
Billie Joe Armstrong and Michael Mayer

NOTE: The size of the billing for the names Green Day, Billie Joe Armstrong and Michael Mayer must be at least 35% of the size of the letters in the word "IDIOT" in the authorized logo.

Billing credit for the Authors shall be equal in type, size and prominence. No one may receive billing larger than Authors.

NOTE: Licensees are not permitted to create their own original logo. You must use one of the three authorized logos provided by MTI, which are included in your rental materials.

You also agree to include the following credits on (i) the main credit page of all theater programs, in a size equal to 40% of the size of the credit to the Authors and (ii) in all advertising and publicity whenever and wherever the full production credits are given:

Original Broadway Production Produced by Tom Hulse & Ira Pittelman
Ruth and Stephen Hendel Vivek Tiwary and Gary Kaplan Aged In Wood and Burnt Umber
Scott M. Delman Latitude Link HOP Theatricals and Jeffrey Finn Larry Welk
Bensinger Filerman and Moellenberg Taylor Allan S. Gordon/Élan V. McAllister
Berkeley Repertory Theatre
in association with Awaken Entertainment and John Pinckard and John Domo
and
Was originally produced by Berkeley Repertory Theatre, Berkeley, CA
Tony Taccone, Artistic Director / Susan Medak, Managing Director

You agree to provide the following credits (in the size, prominence and style of type no less than that used for the designers' credits) on the main credit page of all theater programs and in any paid print advertising in which all designers are billed:

Musical Arrangements and Orchestrations
Tom Kitt

You also agree to include approved author biographies in all programs that include the biography of any other creative team members. You can find approved author biographies at <http://www.mtishows.com/authorbios>

In advertisements of 1/4 page size or less where only the title of the play, performance dates and venue are provided, the following "shortened billing" is permissible:



CONTRACT RIDER

MTI COPY

ADDITIONAL LICENSING GUIDELINES AND PROVISIONS

Special Conditions Regarding Use of Green Day and AMERICAN IDIOT Trademarks

As a condition of the grant of rights to you in this Production Contract, you agree that you shall comply with all of the following provisions relating to the use of GREEN DAY's trademarks and copyrights.

1. You are required in all cases to use one of the three authorized logos for GREEN DAY'S AMERICAN IDIOT provided in your rental materials. Licensees are not permitted to create their own original logo.
2. You may not create merchandise utilizing the logo unless you have entered into a separate merchandise agreement with MTI.
3. You will comply with all of the following provisions regarding the "Licensed Marks." "Licensed Marks" means the name and mark "Green Day" and any and all trademarks, trade dress, logos, trade names, titles, lyrics or other indicia associated with the sound recording albums "American Idiot," as well as the titles of the songs contained in the Play.

3.1 MTI, as licensee from the rightsholders, grants to the Licensee for the duration of the Licensee's production rights a non-exclusive license to use the Licensed Marks in connection with the advertising, promotion and performance of the Play and in connection with any goods or services specifically authorized under this Production Contract.

3.2 Licensee agrees that its usage of the Licensed Marks shall at all times be under the quality control of Green Day as such quality control is provided for in its agreement with MTI and the Licensee shall cooperate with Green Day in facilitating the exercise of such control by Green Day.

3.3 Licensee acknowledges that the Licensed Marks are owned by Green Day, Inc. and that the Licensed Marks are sublicensed to the Licensee for use in accordance with this Agreement. The Licensee shall not in any way challenge Green Day, Inc.'s ownership or rights, and all use of the Licensed Marks pursuant to this Production Contract shall inure to the benefit of Green Day, Inc. At no time shall Licensee adopt, use or seek to register any mark confusingly similar to, derived from, or based upon any of the Licensed Marks. The Licensee shall not do anything that is inconsistent with or impairs the validity of the Licensed Marks or that is inconsistent with or impairs Green Day, Inc.'s ownership of the Licensed Marks.

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Contract Rider and agree to abide by the terms and conditions contained herein.

PRINT YOUR NAME _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

DAYTIME TELEPHONE _____ EMAIL _____

YOU MUST COMPLETE AND RETURN THIS PAGE WITH YOUR CONTRACT

CONTRACT RIDER

LICENSEE COPY

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AUTHORIZED SIGNATURE _____ DATE _____
DAYTIME TELEPHONE _____ EMAIL _____

COMPLETE AND KEEP THIS COPY FOR YOUR RECORDS