

**SEDONA PERFORMING ARTS CENTER
VENUE LICENSE AGREEMENT**

This License agreement ("Agreement") is entered into this **XXXXXXX**
day of **XXXXXXXXXXXXXX** by and between:

**Sedona-Oak Creek Unified School District dba
Sedona Performing Arts Center (S.P.A.C.)
995 Upper Red Rock Loop Road
Sedona, Arizona 86336
(928) 204-6766/(928) 282-5992 fax
Federal ID #: 86-0682862**

And

**XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX**

**Phone: XXXXXXXXXXXX Fax: XXXXXXXXXXXX
Federal ID #: XXXXXXXXXXXX
XXXXXXXXXXXX, Licensee Representative**

For and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. PURPOSE AND TERM

S.P.A.C. hereby grants to Licensee the privilege and license to use the Venue known as The Sedona Performing Arts Center (the "Venue") located in Sedona, AZ during the "Term of this Agreement for the purpose of holding a **XXXXXXXXXXXX** (the "Engagement") on the following performance date(s): **XXXXXXXXXXXX**

The "Term" of this Agreement commences with the signatory date of this contract and continues through the final date of the event, which is **XXXXXXXXXXXX**

Upon the expiration of the Term or the termination of this Agreement for any reason whatsoever prior to the expiration of the Term, Licensee shall immediately quit and surrender the Venue to the Sedona Performing Arts Center. Licensee shall remove any goods brought onto or permitted by S.P.A.C. to be brought onto the Venue property. For non-compliance with the provisions of this paragraph, Licensee shall pay to S.P.A.C. all costs and expenses incurred by S.P.A.C. in the removal of such items.

2. COMPENSATION AND SETTLEMENT

As compensation for the grant of the license herein and the use of the Venue as provided herein, Licensee agrees to pay to S.P.A.C., a license fee equal to a flat \$ **XXXXXXXXXXXX** per performance date plus the additional expenses listed in Addendum Number One ("Expenses") equaling a total of \$ **XXXXXXXXXXXX** for this entire contract. A non-refundable deposit in the amount of \$ **XXXXXXXXXXXX** will be due at the signing of this contract and is required to hold the date. The deposit amount will be credited to monies owed at final settlement. No date will be held without the prepayment of the license fee within the time specified below. The expenses in Addendum One are limited to specified in-house equipment and staff only. Any additional equipment or personnel required or requested will be billed at cost. **IN THE EVENT OF CANCELLATION OF THIS EVENT, THE LICENSEE AGREES TO PAY S.P.A.C. FOR ALL "OUT-OF-POCKET" EXPENSES INCURRED BY S.P.A.C.** The deposit fee shall be due S.P.A.C. upon return of the executed contract. Full payment for the Expenses in Addendum One must be received no later than **XXXXXXXXXXXX**. Only Cashier's checks are accepted - made payable to Sedona-Oak Creek Unified School District #9. (Federal Tax ID #: 86-0682862).

3. ARTIST CONTRACTS

Licensee must provide S.P.A.C. with a copy of all artist contracts that Licensee has entered into regarding the above engagement. Financial arrangements of the deal may be erased if desired, but all other contract details must remain intact. S.P.A.C. must receive these contracts at the time of confirmation of the booking of the venue and **PRIOR** to any advertising or ticket sales/distribution of the event.

4. TICKETS

All ticket sales relating to the Engagement will be arranged and controlled by licensee.

5. CHARITABLE DONATIONS

In the event that S.P.A.C. permits and Licensee obtains the right to collect charitable donations in connection with the Event, Licensee warrants and represents that it will comply with all applicable laws, regulations, and ordinances imposed by any governmental authority in collecting said donations. Licensee further agrees that it will be solely responsible for all tax and other liability related to such donations.

6. LABOR

Any attendant services provided by S.P.A.C. (i.e. stagehands, ushers, ticket takers, box office personnel, etc.) shall be at the sole cost and expense of Licensee upon mutual written agreement.

7. SECURITY

All security personnel will be provided by and controlled by S.P.A.C. at the sole cost and expense of Licensee.

8. ADVERTISING

Licensee will provide S.P.A.C. with any and all print work using the S.P.A.C. name for final approval ***PRIOR*** to any ads/posters/flyers/programs, and the like going to print.

9. CANCELLATION

S.P.A.C. reserves the right to cancel this contract no sooner than 60 days prior to the performance date for reasons it deems necessary without penalty.

10. CONDITION AND USE OF VENUE

Licensee accepts the condition of the Venue ***as is*** and agrees to return the Venue to S.P.A.C. in the same condition as accepted by Licensee and Licensee hereby waives any claims against S.P.A.C. for defects in the Venue, including latent defects. Licensee has examined the Venue and is satisfied with the condition, fitness, and order thereof. Commencement of the use of the Venue by Licensee shall be conclusive that the Venue was in good repair and in satisfactory condition, fitness, and order when such use commenced.

Licensee shall not paint, drill into, or in any way mar or deface any part of the Venue.

S.P.A.C. shall notify Licensee of damage attributed to use by Licensee and obtain estimates or bids as appropriate for repair. Licensee shall immediately pay S.P.A.C. upon receipt of a written estimate for repair of damages for the estimated cost of repairing any damage to the Venue caused by the Engagement. Any amounts unpaid within ten (10) days after the receipt of the estimate shall accrue interest at the maximum amount allowed by law. The Licensee's obligation to pay for damages and interest accrued shall survive the termination of this agreement (and remain enforceable) until paid in full. Licensee shall not display or erect any lettering, signs, pictures, notices, or advertisements upon any part of the outside or inside of the Venue, or make any alterations or improvements in or to the Venue without the prior written consent of S.P.A.C.

S.P.A.C. will have the full right to collect and have custody of all articles and personal property left at the Venue after the expiration of the Term. Any property so left will be deemed abandoned by Licensee and may be disposed of by S.P.A.C., as S.P.A.C. sees fit, without any liability for any loss, damages or costs associated with such disposal, which liability will rest solely with Licensee.

S.P.A.C., its officers, directors, employees, agents, concessionaires and its concessionaire's employees and agents shall at all times have free access to the Venue upon presentation of passes issued by S.P.A.C.

11. REPRESENTATIONS, WARRANTIES AND COVENANTS

S.P.A.C. hereby represents and warrants that it has full power and authority to enter into this Agreement and to engage in the transaction contemplated hereby and that this Agreement is a valid obligation of the S.P.A.C. and is binding upon the S.P.A.C.

Licensee hereby represents and warrants that it has full power and authority to enter into this Agreement and to engage in the transaction contemplated hereby and that this Agreement is a valid obligation of the Licensee and is binding upon the Licensee.

Licensee further represents and warrants that it shall not cause or permit, during the Term any hazardous substances, which are brought onto the Venue by Licensee, to be disposed of or otherwise released onto or under the real property of the Venue.

During the Term, Licensee shall obey and comply with all present and future laws, ordinances, rules and regulations of all governmental authorities in connection with the Engagement.

Licensee warrants that any and all use or performance of copyrighted material in connection with the Event has been duly licensed and authorized by the appropriate performing rights organizations (including, as applicable, BMI, SESAC, and ASCAP), copyright owners or their representatives and that any license or royalty fees owed to such persons or entities shall be paid by Licensee. Furthermore, Licensee agrees to indemnify and hold S.P.A.C. harmless from any and all claims, losses, liabilities, damages, or expenses incurred as a result of any violations of such intellectual property rights or the laws relating thereto.

12. INDEMNIFICATION

Licensee hereby agrees to indemnify, defend and hold S.P.A.C., Sedona-Oak Creek Unified School District, and their respective parents, partners, affiliates, divisions and subsidiaries, and their respective officers, directors, employees, agents and representatives harmless from and against any and all claims, suits, losses, injuries, liability and damages (including reasonable attorneys' fees and court costs) arising or alleged to have arisen out of

- (I) Any act or omission of licensee, its employees, agents, volunteers, contractors, patrons, guests, invitees, participants and performing artists involved in the event or
- (II) the presentation or performance of the event, including, but not limited to, any claims for bodily injury, death or property damage. The parties agree, however, that licensee shall not be obligated to defend or indemnify the parties listed above for any claims, demands, suits, liabilities, expenses, etc. that arise out of such party's sole negligence or willful misconduct.

Licensee agrees to use and occupy the premises and to place material, equipment and other property therein at its own risk and hereby releases S.P.A.C., Sedona-Oak Creek Unified School District, and their respective parents, partners, affiliates, divisions and subsidiaries, and their respective officers, directors, employees, agents and representatives from all claims for any damage or injury arising there from.

The indemnification provisions contained throughout this Agreement shall survive the termination of this Agreement.

13. INSURANCE REQUIREMENTS

Licensee shall maintain and pay all premium costs for the following insurance coverage's in amounts not less than specified throughout the duration of the Term:

Statutory Workers' Compensation including Employer's Liability Insurance, subject to limits of not less than \$1,000,000, affording coverage under the Workers Compensation laws of the State of Arizona, for all of Licensee's personnel.

Commercial General Liability Insurance for limits of not less than \$1,000,000 per occurrence Bodily Injury and Property damage combined; \$1,000,000 per occurrence Personal and Advertising Injury; \$1,000,000 aggregate Products and Completed Operations Liability; \$1,000,000 Fire Legal Liability, and \$1,000,000 general aggregate limit per event. The policy shall be written on an occurrence basis.

Licensee shall have its above-described liability policies endorsed to name S.P.A.C., Sedona-Oak Creek Unified School District, and their respective affiliated entities as "Additional Insured" with respect to any and all claims arising from Licensee's operation. Further, coverage for the "Additional Insured" will apply on a primary basis irrespective of any other insurance, whether collectible or not, only to the extent of the named insured's liability. Should any additional premium be charged for such coverage's or waivers, the named insured will be responsible to pay said additional premium charge to their insurer.

Licensee will deliver to S.P.A.C. satisfactory evidence of the aforescribed insurance coverage on a certificate form prior to facility use and no later than **XXXXXXXXXXXX**. All required insurance will be placed with carriers licensed to do business in the State of Arizona and rated no lower than A-1 in the most current edition of A.M. Best's Property Casualty Key Rating Guide and will provide thirty (30) days written notice of cancellation or non-renewal which notice shall be forwarded to the "Additional Insured's."

The insurance obligations stated in this section are independent of, and shall not be affected by the scope or validity of, any other indemnity or insurance provisions in other sections of this Agreement.

Licensee will ensure that all of its contractors (including, without limitation, permitted sponsors solicited by Licensee) who will be entering the Venue to engage in any business activity (including, without limitation, sampling, distributing, vending or other commercial activity) will comply with the foregoing insurance requirements and provide satisfactory evidence thereof by ~~XXXXXXXXXXXX~~.

14. SPONSORSHIP AND SIGNAGE

Licensee understands and agrees that S.P.A.C. has the right to enter into signage and sponsorship relationships related to the Venue for which S.P.A.C. will retain all proceeds. S.P.A.C. reserves all rights to display signage at, on or near the Venue property. No signs or advertising boards, other than those authorized by S.P.A.C., will be allowed in to, on or near the Venue. Licensee will not mark, cover or attempt to modify any signage at, on or near the Venue.

15 LICENSES AND PERMITS

Any use of pyrotechnics or lasers will require the explicit written permission of S.P.A.C. Licensee will be responsible for obtaining and paying for all licenses or permits necessary for holding the Event, including, but not limited to, tax requirements and any permits required by governmental authorities for pyrotechnics or laser use including the written approval of the Sedona Fire Department.

16. MISCELLANEOUS

Third Party Beneficiaries

This Agreement does not confer any rights or benefits upon any persons or entities other than S.P.A.C. and Licensee and their permitted, respective successors and assigns. There are no third party beneficiaries.

Relationship of the Parties

Nothing contained in this Agreement will be deemed to constitute S.P.A.C. and Licensee as partners or joint venturers with each other. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way. Licensee agrees that it will be solely responsible for the payment of all wages, federal, state and local income taxes, as well as all workers' compensation insurance requirements for all personnel it supplies pursuant to this Agreement.

Entire Agreement and Modification

No prior or contemporaneous oral or written promises or representations will be binding on the parties hereto. This Agreement will not be amended or changed except by written agreement signed by both parties thereto.

Assignment

Neither this Agreement nor any part hereof shall be transferred, conveyed or assigned by Licensee without prior written consent of S.P.A.C.

Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

Utilities

No interruption or malfunction of any utility services, whether such services are provided by S.P.A.C. or arranged for by Licensee, shall (a) constitute an eviction or disturbance of Licensee's use and possession of the Venue or a breach by S.P.A.C. of any obligation hereunder, or (b) render S.P.A.C. liable for damages, or (c) entitle Licensee to be relieved of any obligations hereunder. In the event of any such interruption of service provided by S.P.A.C., S.P.A.C. shall be obligated only to use reasonable diligence to restore such service.

Force Majeure

The failure of any party hereto to comply with the terms and conditions hereof because of a "Force Majeure Occurrence" shall not be deemed a breach of this Agreement. "Force Majeure Occurrence" shall be defined to include, without limitation, Act of God, strike, labor disputes, war, fire, earthquake, acts of public enemies, acts of terrorism, epidemic, action of federal, state, or local governmental authorities or an event or reason beyond the reasonable control of a party. In the event of a cancellation of the Event due to a Force Majeure Occurrence, each party shall be relieved of its obligations hereunder with respect to the performance so prevented.

Taxes

Any and all sales tax, amusement tax or other tax imposed by local, state, provincial or federal government as a result of the presentation of the Event and/or performance of any services rendered by S.P.A.C. in connection with this Agreement hereunder, shall be the responsibility of and paid for by Licensee at the time required by law (excepting any state or federal employment/income tax imposed on S.P.A.C. or its employees).

No Waiver of Rights

If either party fails to enforce any of the provisions of this Agreement or any rights or fails to exercise any election provided in the Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either party to exercise any of these provisions, rights or elections will not preclude or prejudice such party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.

Invalidity

If any term, provision, covenant or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

Notices

All notices given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally with receipt acknowledged or sent by registered or certified mail or equivalent, if available, return receipt requested, or by nationally recognized overnight courier for next day delivery, addressed or sent to the parties at the addresses set forth herein.

Accepted and Agreed:

By: **XXXXXXXXXXXX**

By: **Sedona-Oak Creek
Unified School District**

Licensee

David Lykins-Superintendent

Date

Date

Debra L. Barr Facility Use Coordinator

Date