

**MOUNTAIN VIEW CENTER FOR THE PERFORMING ARTS**  
**LICENSE AGREEMENT GENERAL TERMS AND CONDITIONS**

1. **SERVICES PROVIDED:** In addition to the use of the CENTER, CITY will provide at no additional charge heating/air-conditioning, backstage light, lobby light and general CENTER light for ordinary use. LICENSEE will work within existing lighting and equipment. The CENTER shall be cleaned and in good order on the Performance dates. If LICENSEE utilizes the CENTER for both a rehearsal and a performance on the same date, CITY need provide only one cleanup on that date prior to the performance. All other services will be at the expense of the LICENSEE as set forth herein. LICENSEE is responsible for any over-time labor incurred in the process of the performance not covered.

2. **SALE OF TICKETS:** CITY shall sell and distribute all tickets for events at CENTER. The methods of sale and disposition of tickets shall be under the exclusive control of the CITY. **If licensee distributes tickets through other ticketing services, CITY has the right to immediately cancel event.**

- A. The MVCPA will operate the Box Office for all events held at the CENTER. All tickets will be sold through the CENTERS' Box Office.
- B. All tickets sold at the CENTER shall at all times be under the charge of the CENTER's Performing Arts Manager. The Performing Arts Manager shall, at the satisfactory termination of the event, make all necessary payments to LICENSEE for money received from sale of tickets less expenses incurred. LICENSEE shall have the right to determine ticket price to each event produced by its organization. Prices may be scaled depending on day, time, seat location, group or other discount and other conditions provided such pricing is compatible with Ticket technology and ability to provide clear, quality service to the customer.
- C. LICENSEE may designate any number of "house" seats for its own purpose including complimentary tickets, staff use or for promotional purposes. LICENSEE agrees to designate a person responsible for the authorization of any use of such complimentary tickets.
- D. The CITY reserves the right to hold for its own use, and at no charge, eight (8) house seats for every event held at the facility. Said house seats shall be

primarily for the purpose of monitoring operations at the CENTER. Tickets for single events will be placed on sale ninety (90) days prior to an event and Subscription tickets six (6) months prior to the first event. CITY will normally provide sales personnel for each performance one (1) hour prior to each performance. Ticket stock will be provided by the CITY per the master fee schedule.

- e. The Box Office is open Wednesday through Sunday, 12:00 PM to 6:00 PM and one (1) hour prior to all performances. If you are holding tickets for family and friends, please ensure arrangements have been made for them to pick up their tickets at the Box Office.

**Reminder: The Box Office closes 30 minutes after the start of the performance.**

A ticket is required for admission to the theatre seating areas.

- 3. **SEATING CAPACITY:** The LICENSEE will not permit to be sold or distribute tickets or passes in excess of the seating capacity of the CENTER as determined by the CITY.
- 4. **THEATRE CONCESSIONS:** All receipts from the CENTER bar and refreshments stands, cloak room or other similar CENTER-operated concessions shall belong to the CITY. CITY shall charge its customary prices to LICENSEES patrons for purchase or use of such goods or services. LICENSEE is not authorized to engage in any food and beverage sales at the CENTER.
- 5. **EQUIPMENT:** CITY shall have the right to impose restrictions or prevent the use of any equipment, effect, rigging, etc. that would be a potential hazard or would not be compatible with the use of the CENTER and its equipment. All approved non-CENTER equipment must be interfaced with house equipment by CITY personnel. CITY expressly does not warrant the safety of any equipment, effect, rigging, etc. that is not owned by CITY and is obtained by LICENSEE for use during LICENSEE's production.
- 6. **DEFACEMENT OF CENTER:** LICENSEE shall not injure, damage, destroy, mar nor in any manner deface the CENTER or any equipment and fixtures contained therein nor permit such injury or damage, destruction or defacement to occur. LICENSEE will reimburse CITY for loss or damage or destruction caused by LICENSEE or

LICENSEE'S performers, actors, crew, employees, agents, guests or audience occurring to the CENTER during any period of use thereof by LICENSEE pursuant to this License Agreement. At City's option, City may retain deposit as either full or partial reimbursement of damages caused by LICENSEE. LICENSEE will not make, nor permit or allow to be made any alterations or modifications of any kind to the CENTER or the equipment contained herein. LICENSEE shall not put any signs or setups or displays in or about the CENTER without the prior, written permission of the CITY.

7. **LOST OR DAMAGED ARTICLES/PROPERTY:** Neither the CITY, nor its officers, agents or employees, shall be responsible for the loss or damage of any personal property of LICENSEE or LICENSEE'S patrons due to any reason. In accepting delivery of property addressed to LICENSEE, CITY is acting only for the accommodation of LICENSEE and shall not be liable for any loss or damage thereof. LICENSEE assumes all responsibility for any property which may be placed in storage with the CITY before, during or after an Event. The CITY is not responsible for any articles left in the CENTER.

8. **LOAD-OUT:** Any of LICENSEE'S property not moved out by end of Final Event period shall be deemed abandoned by LICENSEE, and LICENSEE shall pay move out costs and damage fee to cover CITY'S damages for failure to timely take-down and load-out.

9. **CONTROL OF PREMISES:** It is understood that notwithstanding this License Agreement, CITY retains its right to control the management and operation of the CENTER and to enforce all necessary laws, rules and regulations with respect to the use thereof. CITY technical personnel must be present at all times LICENSEE is in the CENTER.

10. **NON-EXCLUSIVE RIGHT:** CITY shall retain the right to use and license to others use of those portions of the CENTER not covered by this License Agreement during the same hours as LICENSEE has licensed the use of the CENTER, provided that such other use will not unreasonably interfere with LICENSEE'S activities. LICENSEE understands that there will be other activities in the CENTER which will occur either immediately before, during or after the rehearsals and performances scheduled by LICENSEE. LICENSEE agrees to be reasonable in accommodating such other activities.

11. **PERFORMANCE APPROVAL:** LICENSEE shall not use the CENTER for illegal acts or performances that fail to comply with advertising claims. Nothing in this section shall be construed to give CITY any right of approval over performance production. LICENSEE retains its right to free expression and LICENSEE control of its performances, provided all other contractual provisions are met. CITY shall not interfere with the direction, acting, performance or design, or attempt to alter any work performed at the CENTER. The CITY may require appropriate notice in advertising or publicity that contains material that may be considered objectionable to members of the public or is not suitable for young audiences.

12. **APPROVAL OF MATERIALS:** LICENSEE shall not sell or distribute any information or thing of value, including programs and flyers in or around the CENTER without prior written approval of CITY.

13. **ADVERTISING:** The LICENSEE is solely responsible for all advertising of its events. LICENSEE agrees that all advertising of the Event will include accurate information on the Event, performance times and ticket prices. The LICENSEE will identify the CENTER as the "MOUNTAIN VIEW CENTER FOR THE PERFORMING ARTS" which may not be abbreviated. No advertising or publicity may state or imply that the CITY sponsors or is responsible for the LICENSEE'S activities during the period of use. CITY retains the right to approve LICENSEE'S advertising prior to publication. Nothing herein prevents the CITY from including information about LICENSEE's event in its House Program.

14. **STAFFING:** CITY will obtain, and LICENSEE will pay at the rates in effect at the time of the Event, all necessary staffing, including Stage Crew and House Managers. The CITY retains the right to increase at LICENSEE'S expense the number of staff and personnel if CITY believes such an increase is necessary to serve and protect the CENTER or the public. Staff obligations are determined by the CITY and not by the LICENSEE.

15. **PUBLIC SAFETY:** LICENSEE agrees that at all times it will conduct its activities in the CENTER with full regard to public safety. All items brought into the CENTER by LICENSEE must comply with state and local laws and regulations. Any non-compliant items must be removed from the CENTER. CENTER is subject to fire and safety inspections at any time. All hazardous props including firearms and weapons must receive prior approval from the CITY before entering the CENTER.

16. **OBJECTIONABLE PERSONS:** The CITY reserves the right to eject any person or persons from the CENTER deemed objectionable by the City, in its sole discretion, ; and neither the CITY nor its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained through the exercise of such right.

17. **ANIMALS PROHIBITED:** The LICENSEE shall not bring or permit to be brought any animals or birds, including animal performers and pets, into the CENTER without the prior written consent of CITY.

18. **EVACUATION OF FACILITY:** The CITY shall retain the right to cause the interruption or termination of any Event when, in the sole judgment of the CITY, such action is necessary in the interest of public safety. Should it become necessary in the judgment of the CITY to evacuate the CENTER because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the use of the CENTER on the same day for sufficient time after such threat to complete presentation of any event without additional rental charge providing such retention does not interfere with another CENTER user who has theretofore licensed the use of the CENTER on that day. If it is not possible to complete the presentation of the Event on the day in question , fees and costs may be forfeited, prorated or adjusted at the sole discretion of the CENTER, based on the situation, and the LICENSEE waives any claim for damages or compensation from the CITY.

19. **ASSIGNMENT:** LICENSEE agrees not to assign, sublet or otherwise transfer its rights under this License Agreement or its rights to use the CENTER, nor allow others to use the CENTER without prior written consent of the CITY.

20. **ACT CONTRACTS:** The LICENSEE warrants that it has valid and properly executed contracts with the performers whose services form the basis for its desire to use the CENTER. The LICENSEE shall submit to the CITY upon demand a copy of all such contracts.

21. **REPRESENTATIONS:** LICENSEE represents it is a duly organized and validly existing legal entity or person, and has taken all required action to authorize the execution, delivery and performance of this License Agreement. LICENSEE further represents that it has full right, power and authority to enter into this License Agreement and perform its obligations hereunder, and that this License Agreement is not in violation of any LICENSEE'S information documents or agreements to which LICENSEE is bound.

22. **COPYRIGHTS:** LICENSEE shall assume all cost and liability arising from the use of patented, trademarked, franchised or copyrighted material used in or incorporated in its performance, as well as all cost and liability for material which violates the right of privacy or right of publicity or any other statutory or common law right or any person. LICENSEE also shall assume any liability for defamation based on the material used in or incorporated in the performance. LICENSEE agrees to indemnify, defend and hold harmless the CITY, its officers, agents, employees and contractors from any liabilities, expenses, damages, claims or costs, including legal fees, which might arise from such matters.

23. **BROADCAST AND RECORDING RIGHTS:** Neither party shall have the right to film, tape, record or broadcast in any audio or audiovisual media any performance hereunder, without prior written consent of the other, except for closed circuit transmission within the CENTER, and its administrative offices.

24. **CANCELLATION BY CITY:**

- (a) CITY may cancel this License Agreement without further liability to LICENSEE (except for return of damage deposits theretofore paid by LICENSEE) in the event of:

- (1) destruction or damage to the CENTER or any part thereof which renders the use of CENTER unsafe or impractical.
  - (2) destruction or damage to any equipment in the CENTER to be used or needed by LICENSEE which in the sole judgment of CITY renders the use of same unsafe or impractical.
  - (3) acts or regulations of applicable governmental authorities which in the opinion of CITY render performance of this License Agreement impossible, impractical or illegal, unless it is the fault of the LICENSEE, in which case deposit is not returned.
  - (4) in event of labor difficulties, war, public emergency, civil commotion, strike, epidemic, failure of utilities or other matters beyond the control of parties.
  - (5) it is agreed that adverse weather conditions shall not normally be a ground for either party to cancel this License Agreement.
- (b) CITY may cancel this License Agreement without liability to LICENSEE and deposits theretofore paid by LICENSEE will be retained by CITY in the event of:
- (1) if CITY has reason to believe LICENSEE cannot pay the fees and charges contemplated by this License Agreement or does not intend to present the Event, or has failed to complete its engagement in any previous location.
  - (2) determination made by CITY that a performance contemplated herein may pose a danger to the CENTER or to persons in and around the CENTER.
  - (3) if LICENSEE or LICENSEE's employee, volunteer, agent, representative or contractor hired or retained by LICENSEE engages in any illegal, harassing or unduly disruptive behavior during use of the facility

25. **CALIFORNIA LAW:** The validity, enforcement and interpretation of this License Agreement shall be governed by California law applicable to contracts made and fully performed in California.

26. **INVALIDITY:** If any portion of this License Agreement is held invalid by a court of competent jurisdiction, the remainder hereof shall be and remains fully enforceable in accordance with the provisions hereof.

27. **COMPLIANCE WITH LAWS AND REGULATIONS:** LICENSEE will comply with all laws, ordinances and regulations, including tax and license fees, of federal, state and local government agencies or bodies. LICENSEE will also comply with all requirements of CITY'S fire and liability insurance carriers. LICENSEE will also comply with all CENTER rules and regulations.

28. **INDEMNITY:** LICENSEE agrees to indemnify, hold harmless and defend the CITY, its officers, officials, agents, employees, contractors and volunteers, against any and all claims for damages, including claims for liability or judgment for any injury to or death of any person or damage to property whatsoever, caused by, created by, or in any way connected with the performance of the Event by LICENSEE, other than claims arising from the sole negligence or willful misconduct of CITY.

29. **DEFAULT:** Should LICENSEE default in the performance of any of the terms of this License Agreement, CITY, in addition to any other rights and remedies, may, at its option, terminate this License Agreement, take back possession of the CENTER even during a rehearsal or performance and remove all persons and LICENSEE'S property, LICENSEE shall, in that event, be liable for the full amount of the fees and costs provided for herein. LICENSEE shall also be responsible for the cost of removing its property from the Facility. Any deposit made by LICENSEE shall be retained by the CITY and applied toward final monies due.

30. **LIEN:** CITY shall have the first lien against ticket or ticket office receipts and all property of the LICENSEE in the Facility for all unpaid fees and reimbursable expenses due under this License Agreement. CITY may withhold from ticket office receipts, before settlement, an amount it determines to be reasonable to cover such fees or expenses.

31. **TIME OF ESSENCE:** Time is of the essence of this License Agreement. Failure of LICENSEE to timely perform its obligations hereunder shall constitute a material breach. All initial fees, reservation fee and damage deposits required **MUST BE PAID IN FULL** before a LICENSEE can secure the CENTER for requested performance date(s) for any given attraction(s).

32. **NON-DISCRIMINATION:** No person or persons shall be denied access or use of the CENTER based on race, religious creed, color, sex, national origin, ancestry, veteran status, disability, age, medical condition (as defined by state law), marital status or political affiliation.

33. **INTEGRATION:** Mountain View Center for the Performing Arts Operating and Rental Policies, City of Mountain View Master Fee Schedule and Technical Rules and Regulations are hereby made a part of these conditions.

34. **MODIFICATION:** This Agreement may not be amended or modified except by written agreement between the parties