

# ***LICENSE AGREEMENT***

This License Agreement (“Agreement”) is made and entered into this Thursday, July 11, 2019, by and between the Santa Barbara Community Youth Performing Arts Center, Inc., a California non-profit corporation, hereinafter referred to as "Licensor" and **XXXXX**, hereinafter referred to as "Licensee," for the use of the Marjorie Luke Theatre, located at 721 E. Cota Street, Santa Barbara, California, 93103, (hereinafter referred to as “Theatre”). Licensee is informed and aware that the Theatre is the property of the Santa Barbara School District and is located on the campus of the Santa Barbara Junior High School.

In the event that the Agreement conflicts with, or is silent as to a provision in the Agreement for Joint Use, Programming, Maintenance, and Development, the latter will control.

## **LICENSE INFORMATION:**

**Licensee’s Address:**

**City, State, Zip Code:**

**Authorized Representative:**

**Day Phone:**

**E-mail:**

**Alt. Phone:**

**Title:**

**Tax ID#:**

Please circle one of the following:

Non-profit

Commercial

## **A. SCOPE OF LICENSE:**

1. In consideration of the covenants and agreements herein expressed, and subject to the faithful performance by the Licensee of all such covenants and agreements, the Licensor does hereby grant, and such Licensee does hereby accept, a non-assignable and non-exclusive right to use and occupy the Theatre, located in the City of Santa Barbara, State of California, for the period of time and for such charges as are set forth below:

**Event Name and Description:**

**Booked Date(s)**

**& Curtain Time:**

The following is an **estimate only** of schedule of uses permitted under this Agreement and a list of agreed charges for uses and equipment licensed, services provided by Licensor and general supervision by Licensor. Actual charges will be compiled according to the attached Marjorie Luke Theatre Rate Schedule.

**Use Schedule:**

<b>DATE</b>	
<b>TIME IN</b>	
<b>TIME OUT</b>	
<b>EST HOURS</b>	

<b>Performance License Fee:</b>	\$
<b>Rehearsal License Fee:</b>	\$
<b>Technical Director:</b>	\$
<b>Technical Director Show Call:</b>	\$100.00
<b>Technical Crew Person(s):</b>	\$
<b>Technical Usage Fee:</b>	\$20.00 (\$20.00 up to 5 hours, \$40.00 up to 10 hours)
<b>House Management Staff:</b>	\$295.00 (up to 5 hours, \$400.00 when balcony open)
<b>Meal Break Compensation:</b>	\$
<b>Janitorial Services:</b>	\$135.00
<b>Insurance:</b>	\$100 (if not provided by renter)
<b>Facilities &amp; Equipment Maintenance Fee</b>	\$TBD after final ticket count
\$0.50/ticket (if ticket price is \$12.00 or less)	
\$1.00/ticket (if ticket price is \$12.01 or more):	
<b>Concessions Fee</b> (10% on total sales of any concessions or merchandise sold):	\$TBD after final settlement

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**TOTAL ESTIMATED COSTS:** \$ (PLUS FEM & CONCESSIONS)

***(Total estimate may vary if changes are made in technical needs or labor after execution of contract. Estimate does not include possible additional equipment rental.)***

2. The Performance License Fee and the Rehearsal License Fee shall be non-refundable, unless Licensee gives written notice to Licensor of cancellation of the event more than 60 days before the Event Date stated in paragraph A.1 above.
3. If services by Licensor are not specified in the above schedule, but either requested by Licensee or required by Licensor, labor charges for such services shall be charged to and paid by Licensee in accordance with the attached Marjorie Luke Theatre Rate Schedule.
4. Licensee shall comply with the Marjorie Luke Theatre Policies & Information attached hereto or hereafter provided.

**B. THEATRE USE:**

1. It shall be understood that the Licensee shall have the right of ingress and egress through halls and corridors of only those portions of the Santa Barbara Junior High School (“School”) buildings adjacent to the Theatre, as reasonably required for Licensee’s authorized use(s), but acquires hereby no other rights to use or interests in any parts of the Theatre building(s) or equipment licensed under this Agreement or any other rights to use the School premises.
2. Licensee will be allowed use of entire Theatre inventory of sound and lighting equipment. Licensor will provide complete and current inventory upon request of Licensee.
3. Licensee represents that such premises are being licensed for the purpose of presenting the event described above and for no other purpose whatsoever without the written consent of the Licensor.
4. Licensor shall furnish the enumerated services, equipment or material for the charges specified on the rate schedule.
5. Licensor shall not be obligated to provide any additional service, equipment or material not specifically described by this Agreement, without a separate written agreement to that effect.
6. Licensee shall not permit or hire any persons who are not employed by Licensee, including without limitation contractors, agents, laborers and/or co-participants, to use the licensed premises or equipment or to assist with or participate in the preparation and/or presentation of the event described above without written consent by Licensor. It is understood and agreed that Licensor may withhold such consent in its sole discretion and, if consent is granted, Licensor may require payment by Licensee of additional charges as a condition of such consent.
7. As a condition of this Agreement, Licensor requires the Licensee to utilize and consult Licensor’s Technical Director for advance services and general supervision of the licensed premises during rehearsals and performance Licensor shall provide the advance services of a Technical Director. The rates for the Technical Director and Stage Technicians supplied by Licensor are stated on the attached rate schedule and listed above. The schedule charges listed above shall be paid to Licensor as follows:

<p><b>\$775.00 DUE UPON EXECUTION OF LICENSE AGREEMENT BALANCE DUE NO LATER THAN XXXXX.</b></p>
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8. Licensors shall provide a settlement statement to Licensee no later than seven (7) days after the last date of use of the Theatre under this Agreement. The settlement statement shall set forth all costs, fees and other charges chargeable to Licensee, all deposits and payments received from Licensee, all receipts, including ticket sales, received on account of the event (if applicable), and a statement of any sums that may be due Licensors after application of payments described in preceding paragraph and, if applicable, any receipts due Licensee. If Licensors is requested to receive and hold ticket sales receipts or other money payable to Licensee on account of the event, Licensors shall have a lien against such money in the amount of such any obligations due and owing to Licensors by Licensee under this Agreement.

9. Licensee agrees to pay all other sums due Licensors hereunder not later than 15 working days following the event. Licensee agrees to pay all such sums hereunder, if required by Licensors in lawful money of the United States of America: cashier's check, or certified check at the office of the Marjorie Luke Theatre, Santa Barbara, California.

**C. LIABILITY AND INDEMNITY:**

1. Licensee shall be responsible for all damage to or loss of equipment and/or the licensed premises during the entire period or periods covered by this Agreement, whether or not such damage or loss is a result of Licensee's actions, with the exception of Licensors employee's actions.

2. Licensee shall indemnify, defend, and hold harmless Licensors and the Santa Barbara School District against any and all claims, causes of action, liability, expense, damages and losses (collectively referred to as "Claims") that may arise from injuries to persons or damage to property arising from Licensee's use of the Theatre under this Agreement, regardless of whether or not any of such Claims arise in part from negligent acts or omissions of Licensors. Licensee does not have an obligation to indemnify Licensors against Claims that are caused solely by active negligence or willful misconduct of Licensors.

3. Licensee shall obtain a property and liability insurance policy in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, and name the Santa Barbara School District as additionally insured.

4. Licensee has inspected the condition of the Theatre premises and equipment and accepts the condition of such licensed property, and releases Licensors from any and all claims for personal injury, property damage and/or repair or replacement costs that Licensee may have or claim in the future arising wholly or in part from the condition of the Theatre premises, equipment and any other licensed property.

**D. MISCELLANEOUS**

1. Licensor reserves the right to terminate or cancel this contract and the rights of Licensee upon sixty (60) days notice in advance of the first date of the performance reserved by Licensee. Licensor may exercise its right by delivering notice to Licensee by the United States mail, postage prepaid, addressed to Licensee at the address as shown above, or at such other address that Licensee may hereafter give Licensor in writing.
2. If any provision or clause in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the balance of the Agreement, which shall remain in full force and effect.
3. In the event that a legal action or proceeding is filed to enforce this Agreement or to seek any remedies for breach of this Agreement, the prevailing party shall be entitled to recover actual attorney’s fees and legal expenses incurred in good faith in connection with such action or proceeding.
4. Licensee acknowledges that Licensee has had the opportunity to consult with counsel of Licensee’s choice in connection with the negotiation and preparation of this Agreement, and agrees that this License Agreement shall be deemed to have been drafted jointly by Licensor and Licensee and that no ambiguities, if any, shall be resolved or interpreted more strictly against either party to this Agreement.
5. The parties acknowledge that this Agreement is the entire agreement between them relating to the subject matter of this Agreement and that it supercedes all other agreements, promises or representations that may have been made. This agreement may be modified only in writing signed by both Licensor and Licensee.
6. Licensee will obtain and comply with all permits, licenses and other legal authorizations required, and pay all applicable licensing fees, performance rights, levies and royalties. Licensee will assume all costs arising from the use of any composition, materials, devices, or processes covered by copyright, patent, trademark, license agreement, or franchise. The Licensee agrees to indemnify, defend and hold harmless Licensor from any claims or costs, including legal fees, which might arise from question or use of any such material described above.

**E. BOX OFFICE SERVICE**

1. The Licensee is responsible for Box Office service. The Licensor operates solely as a rental house facility therefore does not provide Box Office service. Licensor may require ticket distribution for “free” events as to not exceed capacity.
2. Ticket sales will be handled as shown below:

	Licensee is responsible for handling ticket sales for said event(s)
	Licensee will engage the services of an independent, Licensor-approved ticket agency to handle ticket sales. Name of ticket agency:

## F. THEATRE RULES

In addition to the Marjorie Luke Theatre Policies and Information attached hereto, Licensee shall be obligated to follow the additional rules as a condition of the License Agreement:

**Please initial each item and sign below**

1. \_\_\_\_ I understand that the Marjorie Luke Theatre cannot provide any parking for my performers or production personnel during school use days, other than necessary loading and unloading space, without specific prior arrangement with the Technical Director or General Manager. Parking is limited during any day or night the school is in use.
2. \_\_\_\_ I understand that I cannot deliver any materials to the Theatre without specific prior arrangement with the Technical Director or General Manager.
3. \_\_\_\_ I understand that I cannot leave any materials at the Theatre after my final performance without specific prior arrangement with the Technical Director or General Manager.
4. \_\_\_\_ I understand that no one will be admitted into the Theatre without a representative of the Theatre stage crew present. The Technical Director or General Manager must arrange all access times in advance.
5. \_\_\_\_ The Theatre reserves the right to no more than 20 (twenty) complimentary tickets per performance. A representative of the Theatre may view the performance from the auditorium, if seats are available, once the performance begins.
6. \_\_\_\_ Licensee understands that sales or consumption of alcoholic beverages, smoking of any substance, possession of any illegal substances or any kind of weapons or firearms anywhere on the campus of Santa Barbara Junior High School is strictly prohibited. Violation of these laws will impose a minimum \$500 fine from the Santa Barbara Unified School District to the Licensee and possible cancellation of this rental agreement.
7. \_\_\_\_ Licensee agrees to allow for a one (1) hour meal break for Technical Crew and House Management staff after every fifth (5<sup>th</sup>) hour worked. The Theatre and all indoor premises of SBJHS will be closed, locked and must be vacated during these one (1) hour meal breaks. When the Crew and Staff aren't provided the full meal break, meal compensation will be incurred by the Licensee in the amount of thirty dollars (\$30.00) per Theatre hired crew and staff member. Meal break schedules or lack thereof must be approved in advance by the Technical Director or General Manager.
8. \_\_\_\_ Licensee agrees to pay all other sums due Licensor no later than 15 (fifteen) working days following the event. If full payment is not received within the 15 (fifteen) days, a 2 (two) percent late fee of total invoice is assessed at that time and additionally assessed every 30 (thirty) days thereafter. Licensee also forfeits all Rental Subsidy Funds.

Licensee acknowledges that it has received a copy of the Marjorie Luke Theatre Rate Schedule and Policies and Information established by the Licensor. Said Rate Schedule and Policy Statement, attached, are to be considered a portion of this Agreement, with full force and effect, and Licensee hereby agrees to be bound thereby.

**EXECUTED this Thursday, July 11, 2019.**

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**LICENSOR (signature)**

Rick Villa/*General Manager*  
CYPAC/The Marjorie Luke Theatre  
P.O. Box 21046  
Santa Barbara, CA 93121  
(805) 884-4087 ext 1  
rickvilla@luketheatre.org

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**LICENSEE (signature)**

*Name/Title:*  
*Representing:*  
*Address:*  
*City, State, Zip:*  
*Phone #:*  
*E-mail:*

\* Event Planner Contact (if different than licensee signer): As the user of the Marjorie Luke Theatre my signature indicates that I have read and understand the Policies and Information established by the Licensor. Policy Statement, attached, is to be considered a portion of this Agreement, with full force and effect, and Event Planner Contact hereby agrees to be bound thereby.

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**\* EVENT PLANNER CONTACT (signature)**

*Name/Title:*  
*Representing:*  
*Address:*  
*City, State, Zip:*  
*Phone #:*  
*E-mail:*

**NOTE: Please return smaller seven-page signed contract with initial deposit, plus Certificates of Insurance (if applicable). Keep larger sixteen-page contract for your records, thank you.**