

THE MARJORIE LUKE THEATRE

LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this **DAY, DATE**, 2023 by and between the Santa Barbara Community Youth Performing Arts Center, Inc., a California nonprofit corporation, hereinafter referred to as "Licensor" and **RENTER/PRODUCER**, 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 Unified 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: RENTER/PRODUCER

Licensee's Address:

City, State, Zip Code:

Authorized Representative:

Day Phone:

Alt. Phone:

Title:

Tax ID#:

Email:

Please highlight one of the following: Nonprofit 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 scheduled 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:

DATE	
TIME IN	
TIME OUT	
EST HOURS	

Performance License Fee:	\$
Rehearsal License Fee:	\$
Technical Director:	\$
Technical Director Show Call:	\$
Technical Crew Person(s):	\$
Technical Usage Fee:	\$
House Management Fee:	\$
Meal Break Compensation:	\$
Janitorial Services:	\$
Insurance:	\$
FEM Fee, Per Ticket:	\$ 0.50/ticket for tickets priced \$12.00 or less \$ 1.25/ticket for tickets priced \$12.01 or more
Concessions/Merchandise Fee:	10% of Gross of all merchandise or concessions sold
TOTAL ESTIMATED COSTS:	\$ (Plus FEM & Concessions/Merch)

(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.)

- 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.
- 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.
- Licensee shall comply with The Marjorie Luke Theatre Policies & Information attached hereto or hereafter provided.
- Licensee shall ensure that Licensee's use of the Theatre shall comply with (i) all applicable laws and legal regulations, and (ii) all applicable rules and regulations of the Santa Barbara School Unified District and Santa Barbara Junior High School.

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. Licensors will provide complete and current inventory upon request of Licensee.
3. Licensee represents and warrants to Licensors that such premises are being licensed for the purpose of presenting the event described above, and Licensee shall ensure that the Theatre **shall be used for no other purpose whatsoever** without the prior written consent of the Licensors in each instance.
4. Licensors shall furnish the enumerated services, equipment, or material for the charges specified on the rate schedule.
5. Licensors 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 Licensors. It is understood and agreed that Licensors may withhold such consent in its sole discretion and, if consent is granted, Licensors may require payment by Licensee of additional charges as a condition of such consent.
7. As a condition of this Agreement, Licensors requires the Licensee to utilize and consult Licensors's Technical Director for advance services and general supervision of the licensed premises during rehearsals and performance Licensors shall provide the advance services of a Technical Director. The rates for the Technical Director and Technical Crew supplied by Licensors are stated on the attached rate schedule and listed above. The schedule charges listed above shall be paid to Licensors as follows:

<p>Deposit of \$ due X/X/2023 or as soon as marketing begins! FINAL BALANCE DUE ON X/X/2023</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.
10. Licensee shall ensure that Licensee's use of the Theatre shall not in any manner disrupt any activities or operations of the Santa Barbara School Unified District and the Santa Barbara Junior High School.

C. LIABILITY AND INDEMNITY; LIMITATION OF LIABILITY OF LICENSOR:

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 damage to or loss of property, equipment, and/or the licensed premises to the extent such losses or damage result from Licensors employee's actions.
2. Licensee shall indemnify, defend, and hold harmless Licensors and the Santa Barbara Unified 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 both Licensors and the Santa Barbara Unified School District as additionally insureds.
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.
5. **LICENSOR'S LIABILITY FOR ANY CLAIM, CAUSE OF ACTION OR LIABILITY WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE ARISING UNDER OR**

RELATED TO THIS AGREEMENT SHALL BE LIMITED TO LICENSEE'S DIRECT DAMAGES, ACTUALLY INCURRED, WHICH UNDER NO CIRCUMSTANCES SHALL EXCEED IN THE AGGREGATE THE AMOUNT PAID BY LICENSEE TO LICENSOR DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO EVENT SHALL LICENSOR BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR BUSINESS, OF ANY KIND WHATSOEVER OR THE CLAIMS OR DEMANDS MADE BY ANY THIRD PARTIES WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

D. MISCELLANEOUS

1. Licensor reserves the right to terminate or cancel this Agreement and the rights of Licensee hereunder for any or no reason 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 in person, by the United States mail, postage prepaid, addressed to Licensee at the address as shown above, or at such other address or email address that Licensee may hereafter give Licensor in writing. Additionally, Licensor reserves the right to terminate or cancel this Agreement and the rights of Licensee hereunder upon immediate notice in the event of breach of this Agreement by Licensee.
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.

7. Force Majeure: If Licensor is subject to any acts of God, earthquake, floods, fires, riots, terrorism, war, debris flows, accidents, labor disturbances, infectious diseases, pandemics, inclement weather, animals, damage to property or equipment, lack or failure of transportation facilities, unavailability of equipment, sources of supply or labor, raw materials, power or supplies, or by the reason of any law, order, proclamation, regulation, ordinance, demand, or requirement of the relevant government or any sub-division, authority, or representative ("Force Majeure"), Licensor will as soon as reasonably practicable notify Licensee of the nature and extent thereof and take all reasonable steps to overcome the Force Majeure and to minimize the loss occasioned to Licensee. Licensor will not be deemed to be in breach of this Agreement or otherwise be liable to Licensee by reason of any delay in performance or nonperformance of any of its obligations hereunder to the extent that such delay and nonperformance is due to any Force Majeure of which it has notified Licensee.

8. If Licensor is unable to deliver possession of the Theatre premises to Licensee for any reason not within Licensor's control, including but not limited to partial or complete destruction of the premises, either party will have the right to terminate this Agreement upon proper notice as required by law. In such event, Licensor's liability to Licensee will be limited to the return of all sums previously paid by Licensee to Licensor.

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:

TICKETING WEBSITE

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 all guests & staff must comply with current local health restrictions and protocols as appropriate The Marjorie Luke Theatre. I agree to correct and adjust behaviors to meet requirements as they are provided from local and federal health advisors.

2. ____ I understand that The Marjorie Luke Theatre cannot provide any parking in the SBJHS parking lot for performers or production personnel during school use days, other than necessary loading and unloading space, without specific prior arrangement with the Technical Director or Managing Director. Parking is limited to the fenced area behind the Theatre during school hours. I understand that I cannot deliver any materials to the Theatre without specific prior arrangement with the Technical Director or Managing Director.

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 Managing Director.

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 Managing Director must arrange all access times in advance.

5. ____ The Theatre reserves the right to no more than forty (40) complimentary tickets per performance. Twenty (20), of these tickets are reserved for Community Engagement with the Santa Barbara Junior High School Campus family & staff. 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 (5th) 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 billed to and paid by the Licensee in the amount of thirty-three dollars (\$33.00) per Theatre hired crew and staff member. Meal break schedules, and deviation therefrom or lack thereof must be approved in advance by the Technical Director.

8. ____ Licensee agrees to allow for a ten (10) minute break for all Licensor employees every every four (4) hours worked, a second ten (10) minute break after six (6) hours worked, and a third ten (10) minute break after ten (10) hours worked. When the Licensor employees aren't provided a full break, additional compensation will be billed to and paid by the Licensee in the amount of one (1) additional hour of compensation for each forgone full break at the applicable

employee's hourly pay rate per Licensor hired crew and staff member. Break schedules, and deviation therefrom or lack thereof must be approved in advance by the Technical Director.

9.____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 DAY & DATE, 2023.

LICENSOR (signature)

Karen Baltzley/*Managing Director*
CYPAC/The Marjorie Luke Theatre
P.O. Box 21046
Santa Barbara, CA 93121
(805) 884-4087 ext 1
karenbaltzley@luketheatre.org

X_____

LICENSEE (signature)

Name/Title:
Representing:
Address:
City, State, Zip:
Phone #:
Email:

* Event Planner Contact: 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.

*** EVENT PLANNER CONTACT (signature)**

Name/Title:
Representing:
Phone #:
Email:

NOTE: Please return the first seven pages, signed and initialed with required deposit when due, plus Certificates of Insurance (if applicable). Please keep the full sixteen-page contract for your records, thank you.