



LICENSE AGREEMENT FOR TILLES CENTER FACILITIES
INVITATIONAL EVENTS ONLY - GENERAL SEATING

AGREEMENT made _____, between **LONG ISLAND UNIVERSITY**, a New York educational corporation having an office at Long Island University Center, 700 Northern Boulevard, Greenvale, New York 11548-0570 ("Licensor" or "University"), and _____, a _____ corporation having an address at _____ ("Licensee").

In consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. Use of the Facility and Premises.

Licensor grants to Licensee permission to use the auditorium, stage, dressing rooms, lobbies, and hallways of Tilles Center for the Performing Arts ("Facility") on Licensor's Post campus in Greenvale, N.Y., ("Premises") upon the following occasion(s) ("Engagements") for the following purposes only:

The following definitions shall apply:

- "Rehearsal" shall mean use of the stage, dressing rooms, auditorium and technical support areas of the facility by performers and technical and administrative support staff only. No audience shall be permitted at any rehearsal.

- "Performance" shall mean use of the facility for an event to which an audience has been invited or to which tickets have been distributed to the public. Each performance shall be assumed to start at the time(s) specified below and to conclude no more than three hours later.

- "Hours" shall refer to the period of time on the specified date during which the facility shall be open and available for use by Licensee.

Date

Hours

Purpose

2. Compensation and Fees

Licensee shall pay to Licensor in cash or by certified check made payable to Long Island University and delivered to the Tilles Center office each of the following:

(a) A License Fee of _____ U.S. dollars (\$ _____) for all of the above engagements. A portion of this fee in the amount of One Thousand Dollars (\$1,000.00) shall be paid upon the signing of this agreement as a non-refundable deposit. The balance of the License Fee shall be paid as follows:

<u>Amount</u>	<u>Date Payment Due</u>
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Upon the signing of this agreement, Licensee shall be deemed liable for the entire License Fee and Licensor shall be under no obligation to submit invoices or statements prior to receiving payment.

(b) A performance bond in the amount of _____ U.S. Dollars \$_____ due and payable on _____. This bond shall be held by Licensor until such time as Licensee has met all its obligations within this agreement. Licensor shall then return a check for the full amount of this bond to Licensee within ten business days. Under no circumstances may the amount of this bond be considered as payment toward any fee, invoiced expense, or other liability incurred by Licensee unless specifically authorized and confirmed in writing by Licensor.

(c) Additional fees in the amount of _____ dollars per _____ for rehearsals in Tilles Center not listed in Section 1. above. Such rehearsals may be arranged only with the express written consent of the Director of the Tilles Center and shall be subject to all terms and conditions of this agreement. Payment of additional rehearsal fees shall be made at least two business days prior to the occurrence of each such rehearsal.

(d) Additional fees as may be established by the Director of Tilles Center for the use of ancillary spaces, special equipment, or extra services in conjunction with the above engagements or for utilization of the facility at times or for purposes other than as listed above, and as authorized by the express written consent of the Director. Any such use shall be subject to all terms and conditions of this agreement.

(e) Licensee agrees to provide Licensor, without charge, _____ (_____) tickets to each performance above. Licensor agrees to return these tickets to Licensee prior to the performance in the event that they will not be used.

3. Insurance Coverage

Licensee will, at least thirty (30) days before the initial period of use granted under this agreement, deposit with the General Manager of Tilles Center, a certificate of insurance evidencing general liability insurance with a carrier licensed to do business in New York State and rated not lower than A:9 of the current A.M. Best's Property Casualty Key Rating Guide, insuring both the Licensee and Long Island University, with minimum limits of \$1,000,000 per occurrence for bodily injury and property damage combined, \$1,000,000 per occurrence for personal and advertising injury, and \$2,000,000 per location aggregate. Certificate will also evidence statutory workers' compensation and employer's liability insurance affording the statutory limits/coverage under relevant State Laws, and property insurance covering all equipment and material (owned, borrowed or leased by Licensee or its employees) utilized in and/or related to Licensee's activity or performance

conducted on Licensor's premises, with a \$500,000 limit. All policies shall be written on an "occurrence" basis and shall apply on a primary basis, irrespective of any other insurance whether collectible or not, for obligations assumed by Licensee for all periods of use covered under this contractual agreement. Further, the each policy described above shall be endorsed to name Long Island University, its trustees, officers, agents and employees as "Additional Insured". Licensee accepts that failure to provide adequate or proper certification of insurance specifically including Long Island University as an "Additional Insured" on each policy described above prior to the first engagement listed above shall immediately be deemed a breach of this agreement and that all engagements herein shall be subject to immediate cancellation.

4. Services

(a) Licensor agrees to provide the following services for each of the above engagements:

(i) A Technical Supervisor familiar with the operation of the stage, lighting and related equipment.

(ii) Normal cleaning and security services.

(iii) Lighting, and heating or air conditioning of the premises during scheduled use and in accordance with University guidelines.

(b) Licensor agrees to provide the following additional services for the engagements identified above as "Performance(s)":

(i) Front-of-House staff, including House Manager, Ticket Takers, Ushers and others as deemed necessary by Licensor from one hour prior to the scheduled start of each such Performance until the conclusion of the event or for four hours, whichever shall be less.

(ii) Traffic and parking control as deemed necessary by Licensor for each Performance, but specifically excluding any personnel required for valet parking services or reserved parking spaces and any overtime services required as a result of a performance ending more than three hours after its scheduled start.

5. Other Expenses and Charges

Licensor may agree to provide additional services and/or supplies or equipment at the request of Licensee and at Licensee's expense in conjunction with the above engagements. These may include, but are not limited to, the following:

(a) Stagehands, loaders, electricians, instrument tuners, wardrobe assistants or any other personnel required for set-ups, rehearsals, performances, or take-downs on stage.

(b) Fire watch personnel, including electricians, contracted fire personnel, and / or additional stagehands required by local ordinances and codes in order to permit the use on the stage and / or in the auditorium of any smoke, haze or fog effects, open flames, burning materials, or any use of volatile or dangerous substances. The presence or use of any of the above in a rehearsal or

performance must be reported and reviewed at least ten days prior to any such occurrence on the premises. Licensor, as represented by the Tilles Center Production Manager and General Manager, shall have the sole right of final approval of any plan to utilize such effects on the premises and to specify the conditions and personnel necessary for such use.

(c) Catering services, telephone services, clerical assistance, equipment rental, transportation, or assistance with public relations and advertising.

(d) Services in addition to those specified elsewhere in this agreement for parking, security, janitorial, front-of-house, or box office services.

Licensor reserves the right to require a cash deposit based on estimated costs of any of the above services prior to providing same. Licensor shall itemize and invoice Licensee for the cost, including transportation and shipping, payroll benefits, overtime charges, and any other incidental charge of all such services and material following each engagement. Licensee agrees to pay such invoices within fifteen days after the invoice date.

6. Conditions for Use of the Facility and Premises

Licensee shall exercise good care in its use of the facility and any and all incidental use of the premises. Licensee agrees to promptly reimburse Licensor for any damages to the premises or facility caused by any act or omission by Licensee or its agents, employees, patrons, guests or other personnel.

Licensee shall not permit the premises or any part thereof to be occupied or used by others not authorized by Licensor.

Licensee agrees that it and its employees, agents, patrons, guests and other personnel shall comply with all applicable local, state and federal laws, ordinances and codes and with the regulations, rules and conditions for use of the facility and premises, including the following:

(a) Licensee shall at no time permit or cause to occur any of the following:

(i) More than 2242 persons to be in the Auditorium of Tilles Center, or more than the number of people approved for occupancy in any other space on the premises.

(ii) Any obstruction of any fire exit, fire door, aisle, passage, corridor, fire lane, or other feature on the premises related to public egress or safety.

(iii) The introduction or storage anywhere on the premises of any highly flammable, explosive, poisonous, toxic, or illegal substance or material, or any firearms, weapons, or incendiary devices.

(b) Licensee shall not permit smoking, food or drink except in areas designated by Licensor. Public health laws prohibit smoking in all public areas of the facility, and no food or drink shall ever be permitted in the auditorium.

(c) Licensee and all persons and organizations associated with Licensee agree to abide by the traffic and parking regulations on the premises. Violators will be liable for fines, towing charges, collection charges, and/or other charges or actions as may be imposed by Licensor for enforcement of these regulations. **PARKING AND USE OF VEHICLES ON THE POST CAMPUS ARE AT YOUR OWN RISK.**

(d) Licensee accepts that normal hours of operation for the facility are limited to 8 a.m. to Midnight. Technical calls and rehearsals must end by 11:00 p.m. unless prior permission for extension is granted. Any use of the facility outside of these hours shall be solely at the discretion of the managers of the facility and may be conditioned upon additional fees for such use.

(e) Licensor accepts no liability for any personal property, equipment, instruments, scenery, costumes, or other material belonging to Licensee or Licensee's personnel while on the premises. Licensee further agrees to remove all such material and property from the premises promptly following each engagement and to be liable for any expenses incurred by Licensor as a result of Licensee's failure to do so in a timely manner.

(f) Licensee shall not cause or allow any signs, pictures, posters, fliers, banners, balloons, or other decorative or promotional materials to be distributed, displayed, or otherwise placed in or on the facility or premises without specific prior approval and consent by Licensor for each instance and different item thereof.

(g) Licensor, or its authorized concessionaires, shall have the exclusive right to sell or distribute any and all merchandise, food, beverage, or services on the premises. This includes any food, beverage service or catering provided for performers or receptions backstage, or any other gatherings on the premises. Arrangements for catering by the University/Campus concessionaire must be made at least two weeks in advance with the Tilles Center Office. Arrangements for the sale of merchandise in the lobbies of the theater must be made in advance with the Tilles Center House Manager, and will be subject to the standard house commissions and New York State Sales taxes. The House Manager may, at his or her discretion, decline approval of sales at specific times, locations, or events, or may decline permission to sell specific items. Sales of food, beverage, snacks, or candy, except by Tilles Center or University concessionaires, will not be approved. No exceptions to this provision are permitted unless approved in writing by the Director or General Manager of Tilles Center for each specific occasion or event.

(h) Licensee shall not cause any violation of any agreement or contract between Licensor and any labor union, guild, service company or individual performing work, labor or services on the premises.

(i) Licensee shall not permit filming, radio or television broadcasting, audio or video recording, or still photography of any event, rehearsal, or performance on the premises without the prior written consent of the Director of Tilles Center. The Director may, on behalf of Licensor, limit or deny approval in any specific instance.

(j) Licensor shall have the right to prevent, interrupt, or interfere with any engagement, rehearsal, or performance; to enter any space in the facility at any time with good cause; to address all persons on the premises; to eject individuals from the premises; to evacuate buildings or areas of

the premises; or to call on the assistance of local law enforcement agencies when in its sole discretion, exercised in good faith, Licensor believes that such action is necessary to protect the safety, health, or welfare of persons and property on the premises. Licensee accepts the risks of the occurrence of such events or actions and full liability for any resulting losses or damages to Licensee.

(k) Licensee agrees that admission, seating, and access to any event on the premises will be without regard to age, race, color, sex, religion, veteran status, disability or national origin.

7. Advertising and Programs

(a) Licensee shall provide advance notice and copy to the Director of Tilles Center of all publicity material, press releases, advertising or promotional material concerning events at Tilles Center prior to publication, airing, mailing or distribution of same. Licensee bears full responsibility for the accuracy of all such material.

(b) Licensee agrees to represent Licensor, facility and premises in all public materials and announcements as follows: "Tilles Center for the Performing Arts" or "Tilles Center" and "Long Island University, Post" or "LIU Post". Except where grammatically necessary, "Tilles Center" should not be preceded by any article (i.e., do **not** use "**The** Tilles Center.")

(c) Licensee agrees to provide at its sole expense any and all printed program material in an assembled finished state at least three hours prior to the start of any performance at which such material is to be distributed. Licensee agrees to include in any printed program announcements relating to public safety in accordance with local regulations and practice. Licensor will provide specific wording for such announcements upon request.

8. Tickets and Ticket Sales

The following provisions shall apply to all engagements listed as "Performances" in Part 1. above:

(a) Licensee agrees that all performances covered by this agreement shall be general seating (no specifically assigned or reserved seats), and that admission shall be by invitations or tickets distributed solely by Licensee. The Tilles Center Box Office will not distribute or sell tickets to these events and will not normally be open for these performances.

(b) Licensee agrees to limit the number of admissions so as not to exceed the seating capacity of the hall, taking into account any seats that are to be allocated to participants in each event (graduates, band, faculty, audio-visual, etc.). Licensor reserves the right to prevent further access to the auditorium if at any time it determines that the capacity has been reached or exceeded.

(c) Licensee agrees to have a representative available in the Tilles Center Lobby continuously from at least one hour prior to the start of performance until fifteen minutes after the start of performance to assist the House Staff in solving problems regarding invitations, tickets and admission to the performance. Licensee will notify Tilles Center in advance of the name of this representative, and he or she will introduce himself to the Tilles Center House Manager upon arrival at the theater.

(d) Licensee is solely responsible for the cost of printing invitations or tickets for these events. Tilles Center recommends that Licensee obtain custom serialized and bar-coded tickets, available at reasonable cost directly from the Tilles Center Box Office upon request. This facilitates secure and practical security and entry control, including re-entry to events. If tickets from the Tilles Center Box Office are not used, Licensee will provide the House Manager with a copy of a sample ticket as soon as available, but not later than two hours before the start of a performance.

9. General Terms Of Agreement

(a) Licensee agrees to defend, indemnify and hold harmless Long Island University (Licensor), its trustees, officers, employees and representatives (collectively, the "Indemnified Parties"), against any and all losses, expenses, claims, demands, damages, judgments, liabilities or alleged liabilities (including reasonable attorneys' fees) of any nature whatsoever resulting from, arising out of or in consequence of the acts or omissions or misconduct of Licensee, its employees, agents, invitees, or others acting under its direction or control (collectively, "Licensees") with respect to Licensee's use of Long Island University's facilities including, but not limited to, damage to property, any injuries or death sustained by any persons, employees, agents, invitees and the like in or about any location within Long Island University premises, whether or not occurring within the specific area of Long Island University's premises utilized by Licensee, any infringement of copyright, royalty or other proprietary right in consequence of any performance on Long Island University's premises, any injuries or damages resulting from defects, malfunction, misuse, etc. of Licensee-provided equipment or materials, or any injuries or damages sustained by or to persons or property in consequence of any act, words or images included as part of any performance on Long Island University's premises. The foregoing indemnity shall include injury or death of any of Licensee's employees or invitees and shall not be limited in any way by an amount or type of damages, compensation or benefits payable under any applicable Workers Compensation, Disability Benefits or other employee benefits acts; Licensee agrees to waive its right of subrogation against the Indemnified Parties applicable to any such claims brought by Licensee's employees or subcontractors. It is further understood and agreed that Licensee will require any subcontractors or others acting under its direction or control to: 1. execute an insurance and indemnification waiver in favor of the Indemnified Parties agreeing to the same terms and conditions as is contained herein, 2. maintain the same insurance coverage as set forth in paragraph 3, and 3. provide certificates of insurance evidencing the required coverage and naming LIU as "Additional Insured".

(b) Licensor shall bear no liability in the event that any engagement, performance or other provision of this agreement is prevented, interrupted, or interfered with by any labor dispute, governmental action, weather, electrical power failure, act of God, or other cause beyond the control of Licensor.

(c) Licensee agrees not to assign this agreement or any rights granted under this agreement to any person, entity, or group without the written consent of the Licensor.

(d) Licensor and Licensee warrant that this agreement shall not be construed as creating any employer/employee relationship, nor any partnership, joint venture or other relationship between them except the relationship specifically defined in this agreement.

(e) If any part of this agreement is ruled by any court to be void for any reason, it will be severed and the rest of the agreement will continue in force, as if the invalid part had never been a part of this agreement.

(f) If Licensee shall fail to observe any of the terms or conditions of this agreement, or shall fail to make timely payment of any sum required herein, or shall fail to hold any performance scheduled herein except if such failure shall be due to an act of God, then Licensee shall be deemed to have breached this agreement. Licensor shall then have the right to terminate all or part of this agreement, and the entire unpaid balance of fees and charges herein shall immediately become due. Licensee waives any claims for damages or compensation as a result of such termination, and shall be further liable for all reasonable attorney's fees or collection charges incurred by Licensor as a result of such breach of agreement.

(g) This agreement shall be governed by the laws of the State of New York.

(h) This agreement shall not become effective until executed by both parties and Licensee has paid any deposit specified in part 2.(a) above. This instrument and any addenda hereto set forth the entire agreement between the parties and may not be altered except by written agreement executed by both parties.

IN WITNESS WHEREOF, the following individuals warrant that they are duly authorized to represent their respective organizations and have applied their signatures to signify acceptance and execution of this agreement in full:

FOR LICENSEE: _____ Date: _____
 Signature

 Name (Please type or print)

 Title

 Organization

FOR LICENSOR: _____ Date: _____
 Signature

 Name (Please type or print)

 Title
 Long Island University