



LICENSE AGREEMENT FOR TILLES CENTER FACILITIES

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"), and _____, a _____ corporation having an address at _____ ("Licensee").

Contact:

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 sold or 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 Two Thousand Dollars (\$2,000.00) shall be paid upon the signing of this agreement as a non-refundable deposit. The balance of the License Fee shall be paid in full on or before _____.

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) 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.

(c) A "Facility Fee" surcharge of \$2.00 to be added to the ticket price at point of sale for each ticket sold for the event. This surcharge shall be remitted directly to Licensor and shall not be included in computing the Box Office Receipts payable to Licensee. Licensor may require payment of this surcharge by Licensee for all or a portion of tickets allotted for direct sale or distribution by Licensee.

(d) In the event of cancellation of a performance to which tickets have been sold by the Tilles Center Box Office, Licensee will be immediately liable for the cost of refunding such tickets to customers. Refund fees for this engagement will be charged at the rate of \$1.00 per customer account eligible for a refund. In addition, Licensee will promptly reimburse Licensor for handling charges assessed by Licensor's internet ticketing provider, estimated at \$4.00 per ticket sold over the internet. Licensor will invoice Licensee for these charges as soon as possible following the cancellation.

(e) Licensee agrees to provide Licensor, without charge, _____ (____) pairs of tickets in the orchestra section 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 workers compensation 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, each policy described above shall be endorsed to name Long Island University, its trustees, officers, agents and employees as “Additional Insured” for all activities covered by this Agreement. Licensee accepts that failure to provide adequate or proper certification of insurance specifically including Long Island University as an “Additional Insured” on the general liability policy 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 Tilles Center Concert Hall, or more than 490 persons in Hillwood Recital Hall, or more than the number of persons 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) Licensee is hereby notified that the fire protection systems in the facility are very sensitive and that they cannot be altered or disabled unless certified fire watch personnel are in the building (see 5(b) above.) The introduction of any airborne substance, balloons, paint fumes, excessive steam, smoke, haze or other environmental effects into any area in the building may trigger the alarm system. In the event of an alarm and the absence of approved "fire watch" personnel, all activities in the building must be interrupted and the building must be evacuated immediately.

(h) 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, as follows:

NY State & Nassau County sales tax: 8.625%

House Commission on concessionaires: 15% of after-tax gross sales

House Commission for sales by House staff: 20% of after-tax gross

The Tilles Center 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.

Specific areas in Tilles Center's lobbies are licensed for the sale of alcoholic beverages, and such service is normally offered at evening performances and matinees directed primarily at adult audiences. Licensee may file a specific written request with the Tilles Center House Manager or General Manager at least 48 hours in advance to suspend the sales of alcoholic beverages at any or all engagements covered by this agreement. Licensor will, to the best of its ability, honor all such requests. Licensor reserves the unilateral right to suspend the sale of alcoholic beverages on the premises at any time and for any reason.

(i) 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.

(j) 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.

(k) 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.

(l) 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 Tilles Center Director 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 performances or events at the facility to which admission shall be by ticket or to which admission shall be offered for sale to the public.

(a) Licensee shall have the right to sell tickets or admissions directly to the public only from their own offices or by direct mail. Licensee shall not make tickets available through any other agency, outlet, system or service except with the specific written consent and approval of Licensor.

(b) Licensee designates _____ as the sole individual authorized to represent it in all matters of seating, tickets and ticket sales. Licensor will accept communications regarding tickets only from this person. Licensee warrants that this representative person or a specifically designated, knowledgeable substitute will be in attendance in the Tilles Center lobby or box office from one hour prior to performance through intermission for each event to which tickets have been sold. Licensor in turn designates the Tilles Center Ticket Services Managers as its representatives authorized to accept and transmit all correspondence relating to ticket sales.

(c) All tickets for performances must be obtained from the Tilles Center Box Office and must conform to standard formats used by the Center. Copy to appear on tickets must be submitted in writing to the Box Office and will be subject to approval by the Tilles Center Director of Ticket Services. Licensor must approve the final ticket proof prior to any tickets being printed or sold. A fee of ten cents (\$0.10) per ticket will be assessed for all tickets printed in-house by Licensor for delivery to Licensee. Tickets printed by any outside contractor will be invoiced to Licensee at cost plus a 10% handling charge.

(d) If requested, Licensor agrees to accept tickets to performances at the facility from Licensee for sale to the public at Tilles Center Box Office subject to the following conditions:

(i) Licensor will sell only individual tickets to single events (no subscription or series tickets, passes, or other packages.) Licensor shall determine the period during which tickets will be made available at its facility and / or through its ticketing systems.

(ii) Specifications for tickets, performance times, prices, seating charts, seat locations, discount policy, and any additional conditions or specifications for ticket sales must be submitted to the box office in clear written form prior to any sales or implementation of any change in ticket policy. Licensee bears full responsibility for documenting the accurate communication of ticket policy and the acceptance of same by the Tilles Center Staff. Licensor will accept no liability for errors at the box office in the absence of such documentation.

(iii) Licensor shall have the right to assess a handling fee in addition to the ticket price to customers ordering from Licensor's Box Office by phone, mail, or internet, in accordance with Licensor's current Box Office Policies for all ticket sales. Such handling fees shall be retained by Licensor to cover Box Office expenses, and shall not be added to the Gross or Net Box Office receipts for settlement with Licensee.

(iv) Licensor shall have the right, but not the obligation, to make tickets allocated to it

available for sale through the TILLESCHARGE telephone ordering system, Tilles Center's website (www.tillescenter.org) and through the Ticketmaster™ outlet, telephone and on-line sales system, subject to standard Box Office policies.

(v) Licensor shall collect a handling fee of thirty cents (\$0.30) per ticket sold by Licensor or sold by remote phone or outlet agency authorized by Licensor. Such fee shall be deducted from the net receipts due to Licensee.

(vi) Licensor shall have the right to accept credit cards, checks, Tilles Center gift certificates, or other forms of non-cash payment for ticket sales. Credit card fees, bank charges, and any other usage fees for such transactions shall be deducted from the net receipts due to Licensee.

(vii) Licensor shall have the sole right to operate the box office at the facility and shall determine all box office policy, including hours of operation, personnel, conditions of sale, acceptable methods of payment, and handling of receipts. The facility box office will be open at least from one hour before until one half hour after the start of any performance to which it has sold tickets. Further information regarding box office policy may be obtained from the Tilles Center Director of Ticket Services.

(viii) Licensee agree that if tickets are to be made available to any students or educators at a discount, that the same discount shall be made available to students, faculty and staff of Long Island University.

(ix) Licensor reserves the right to refund tickets sold by it or its agents in the event of cancellation of a performance or other failure on the part of Licensee and to assess Licensee for Refund Fees as specified in Section 2. above. Licensor shall be under no obligation to issue refunds for tickets sold directly by Licensee or its agents.

(x) Licensor will provide Licensee with a detailed statement of sales receipts and an accounting of tickets within fifteen days of each event. Licensor has the right to withhold all receipts from ticket sales until Licensee has met all other obligations of this agreement to date. Net proceeds will be paid to Licensee by check approximately three weeks after the event. Under no circumstances shall Licensee be permitted to remove any cash or receipts from the Box Office, nor shall the Box Office be authorized to cash any checks.

(xi) Licensee agrees to reimburse Licensor the net value of any credit card charge or check returned as uncollectible up to ninety days following the event, as invoiced by Licensor.

(xii) Licensee shall be liable for any and all sales, use or admission taxes applicable to ticket sales or receipts. Licensor may at its discretion pay applicable taxes on receipts collected by it and deduct same from the net receipts due to Licensee.

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 correctly sets 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