



Southern Kentucky Performing Arts Center (SKyPAC) License Agreement Terms & Conditions

THIS LICENSE AGREEMENT (hereinafter the "Agreement") is made by and between _____ (hereinafter referred to as the "Licensee") and the Southern Kentucky Performing Arts Center, Inc. (hereinafter referred to as "SKyPAC") located at 601 College Street, Bowling Green, KY 42101. *All signed Agreements must be mailed to: SKyPAC, P.O. Box 748, Bowling Green, KY 42102*

Under the agreed to Terms & Conditions, rentable spaces will be made available to:

Name of Organization/Individual:

Non-Profit (501c3): Yes: ____ (documentation is required) No: ____

Official Licensee Contact and Representative:

Mailing Address:

Billing Address: As above

Telephone: E-mail:

Requested Spaces:

SKYPAC

- _____ Main Hall
- _____ Stage
- _____ Lobby
- _____ Studio Theater
- _____ SKyPAC Lounge (members only)
- _____ Rehearsal Room #1
- _____ Rehearsal Room #2
- _____ Main Gallery
- _____ Children's Gallery

Capitol Arts Theater

- _____ Main Hall
- _____ Houchens Gallery
- _____ Mezzanine Gallery
- _____ Meeting Room #1

Date of Event or Production:

Rental Time (this must include set-up/tear down time):

Event Begin Time: Event End Time:

Name of Event:

Approximate number in attendance:

Admission charged: Yes: ____ No: ____ If yes, indicate approximate average ticket price: Note - Use of the SKyPAC Ticketing System is required. Fees will also apply to the following: ticket office set-up;

tickets – dependent upon ticket price; card stock; 4% credit card fee will be included at the box office/window sales only.

Event Specifics will be mutually determined at the Event/Production Meeting, detailed below, and so indicated on an **Event Detail Sheet** which becomes a part of this agreement. The Licensee and SKyPAC must agree that the Event/Production meeting and creation of the **Event Detail Sheet** will occur within fourteen (14) business days (unless other arrangements are agreed to by SKyPAC's Operations & Events Department) after this Agreement is executed by Licensee, but in no case less than two (2) weeks before the Event. Failure to agree on an **Event Detail Sheet** within this time period will cause this Agreement to become null and void, and all deposits will be forfeited.

Event/Production Meeting

A mandatory Event/Production meeting between Licensee, SKyPAC's Operations & Events Department, Production (if applicable), and Ticket Office (if applicable) must be held as far in advance of the Event as possible (see above). At this meeting, all details of the Event will be identified, and an estimated cost of the Event will be provided during or shortly thereafter, but no later than fourteen (14) business days after the Event/Production meeting (unless other arrangements are agreed to by the SKyPAC's Operations & Events Department).

Term

The term of the *Agreement* is from the agreed begin and end times (including set-up and tear-down times) as will be indicated on the **Event Detail Sheet**, or as indicated above until such time as the **Event Detail Sheet** is agreed upon.

Deposit For Licensee Selling Tickets

Licensee's selling tickets shall pay a 50% non-refundable deposit which will be applied toward final settlement. In no case will SKyPAC place on sale, or allow to be placed on sale, tickets for an Event until the deposit is made. Non-payment of the deposit shall cause this Agreement to be null and void. Licensee will not be eligible to hold the date(s) or space(s) at SKyPAC until all such deposits are paid. In the event of a multiple date *Agreement*, a different deposit schedule may be authorized by SKyPAC's Operations & Events Department. Should Licensee cancel the Event less than two (2) months in advance of the Event any deposit paid will be forfeited, if the Event is canceled less than (1) month, Licensee shall be responsible for 100% of the estimated Event cost.

Final Payment

Payment of final fees is due immediately following the above-referenced Event. The total costs of the Event shall be deducted from ticket sales, and any funds remaining shall be paid to the Licensee at the conclusion of the Event by SKyPAC corporate check. Should ticket sales not exceed the Event costs, Licensee shall pay SKyPAC at the conclusion of the Event by personal, corporate, cashier, or certified check, made payable to the Southern Kentucky Performing Arts Center, Inc. (SKyPAC). Any other arrangement for intermediate or final payment must be made in advance with SKyPAC's Operations & Events Department. All payments due SKyPAC must be made in full before additional Event dates may be held.

Deposit for Licensee Not Selling Tickets

Licensee's not selling tickets shall pay a 50% non-refundable room rental deposit to hold the date(s) and space(s). After the Event/Production meeting, the total **estimated** costs will be provided no later than fourteen (14) days thereafter and the remaining costs may be paid in two parts; the first within seven (7) business days after receipt of the estimated costs, or as mutually agreed upon with SKyPAC's Operations & Events Department. The remaining balance shall be paid no later than 48 hours prior to the event, or as mutually agreed upon with SKyPAC's Operations & Events Department. Non-payment of the deposit shall cause this Agreement to be null and void. Licensee will not be eligible to hold the use date(s) or space(s) at SKyPAC until all such deposits are paid. In the event of a multiple date *Agreement*, a different deposit schedule may be authorized by SKyPAC's Operations & Events Department, in which case the intent of these deposit requirements may be triggered by an **Event Detail Sheet**, which will be produced after the Event/Production meeting. Should Licensee cancel the Event less than two (2)

months in advance of the Event any deposit paid will be forfeited, if the Event is canceled less than (1) month, Licensee shall be responsible for 100% of the estimated Event cost.

Expenses

SKyPAC shall furnish to the Licensee ordinary heating, lighting, air-conditioning, and cleaning. Equipment, owned by SKyPAC, based on availability, and additional equipment not owned by SKyPAC, if required, will result in additional charges. No labor, with the exception of the Production Manager who, at his discretion, may assist with Licensee's event, is included in space rental rates. Estimated labor costs will be determined as a result of the Event/Production Meeting which will include technical, security, ticket office, custodial, and Front of House and subsequently included on the **Event Detail Sheet**. Licensee will be charged the actual labor costs incurred plus 15% to cover employee benefit and administrative costs.

Damage to Facility

Licensee must not, in any manner, damage, mar or deface SKyPAC venues, and may not affix nails, hooks, tacks, tape, or screws to any surface without the permission of SKyPAC production staff. Licensee agrees to comply with SKyPAC's **Facility Use Policies, which are adopted and incorporated herein by reference (a copy of the current Facility Use Policies are available at http://www.theskypac.com/sites/default/files/content-sections/uploads/facility_use_policies_2013-2014.pdf)**. Flammable materials shall not be used.

Sound Levels

Federal and Local standard for maximum continuous sound level is 85 decibels. SKyPAC **will allow an average "A-weighted" sound level of 90 decibels with no peaks above 100 decibels**. These measurements will be taken at the rear of the orchestra floor or the sound mixing console, whichever is closer. SKyPAC retains the right to determine appropriate sound levels for all performances, and to take corrective action should it deem sound levels inappropriate or harmful.

Music Licensing

The Licensee warrants that they are fully licensed to present all music and other works under the necessary agreements with licensing agencies such as ASCAP, BMI and SESAC and acknowledges that SKyPAC is not responsible for securing such licenses or making payments on behalf of the Licensee. If the Licensee is licensed, they must provide their license information (license contact name, address, telephone and license number) to SKyPAC at the time Licensee executes this Agreement. SKyPAC will submit the Licensee's performance data in its quarterly report to the above-listed licensing agencies as required by SKyPAC's license with ASCAP, BMI and SESAC.

Merchandising

Licensee shall have the option to sell merchandising materials during the Event time. Licensee shall retain 80% on CD/DVD's sold, and on all other merchandising material Licensee shall retain 70% of the proceeds of such sales if the Licensee provides personnel for the sale of same. If SKyPAC provides the personnel for the sale of such merchandising materials, the Licensee shall then retain sixty-five percent (65%) of the proceeds of such sale. SKyPAC shall receive the balance of the proceeds from the sale of all merchandising materials sold during the Event time.

Promotion

SKyPAC recognizes that it is in the Licensee's best interest to promote their Event as needed. When promoting an Event at SKyPAC in any public manner Licensee agrees to follow SKyPAC's Brand Standards document and the Facility Use Policies. All marketing materials (including promotional items) must be approved in advance of any implementation by SKyPAC; failure to do so could result in cancellation of **the** Agreement. Best efforts will be made to facilitate reasonable and timely approvals.

Insurance

Licensee must furnish a general liability Certificate of Insurance naming as additional insured the following: SKyPAC, the County of Warren, Kentucky, and the Southern Kentucky Performing Arts Foundation, Inc. Said certificate shall hold a limit of at least \$1,000,000 per occurrence/\$2,000,000 in the aggregate; (\$2,000,000 per occurrence/\$3,000,000 in the aggregate for the SKyPAC Main Hall) and be submitted to SKyPAC's Operations & Events Department with the required deposit. Licensee must

also show that employees of Licensee are covered by a policy of workers compensation insurance and submittal of said Certificate of Insurance to SKyPAC is required.

Technical Labor

SKyPAC does not have a full-time stage crew. All technicians are scheduled by SKyPAC's Production Department per the Licensee's request and needs. All labor is provided by SKyPAC unless other arrangements are made with the SKyPAC Production Department at the Event/Production meeting. The Production Department, working with the Licensee, will estimate the required crew calls and provide the Licensee with an estimated cost. Unscheduled calls or changes which arise during the production process should be communicated to the Production Department in a timely manner so as to ensure the most qualified personnel are secured. The Licensee's representative named above must approve all changes to the crew calls in a manner required by the Production Department. Cancellation of scheduled calls is subject to labor charges if attempts to contact crew personnel are unsuccessful.

Safety

Safety to persons and property is considered of utmost importance. To ensure the safety of personnel, patrons and property, no individuals except SKyPAC Stage Technicians may operate any SKyPAC-owned equipment unless other arrangements have been made with the SKyPAC Production Department. SKyPAC retains the right to approve decorators, contractors, or other service personnel employed by Licensee. If, at any time, the well-being of staff, patrons, or equipment is threatened or jeopardized, house staff will terminate these actions immediately.

Backstage Guest Policy

All Licensees who intend to have special guests, VIP's, family members, etc., in attendance backstage must provide a guest list to SKyPAC within 48 hours prior to the Event. The total number of backstage guests that may be admitted may not exceed 20. These guests may be issued tour laminates/self-adhesive credentials by the Licensee, or house passes will be issued by SKyPAC. These passes do not guarantee seating in, on, or around the stage area -- no exceptions. Any ticketing requirements or parking passes will need to be addressed in contractual arrangements with the SKyPAC management team in advance of the Event, and cannot, and should not, be assumed until arrangements are made. Enforcement of this policy shall be executed by SKyPAC staff to create a more comfortable and secure environment for visiting artists, and to ensure a safe workplace for both staff and crew.

Hazardous Materials

Licensee shall not cause or permit any hazardous material (as hereinafter defined) to be brought upon, transported through, stored, kept, used, discharged or disposed in or about SKyPAC venues. "Hazardous material" means any hazardous, radioactive or toxic substance, material or waste including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation and Hazardous Materials Table or by the Environmental Protection Agency's Hazardous Substances (40 CFR Part 302) and any amendments thereto and any material, waste or substance which is defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act.

Force Majeure

If the Event cannot take place, in whole or in part, due to an act of nature, national emergency, war, labor dispute, fire casualty or other unforeseen occurrence or any other cause beyond the control of SKyPAC, this agreement terminates immediately and, in such occurrence, Licensee shall pay SKyPAC only for items and expenses incurred by SKyPAC prior to said occurrence. SKyPAC shall return to Licensee deposit paid, and thereafter, neither SKyPAC nor Licensee shall have any further liability to each other.

Indemnity

Licensee shall defend, indemnify and hold harmless SKyPAC, Southern Kentucky Performing Arts Foundation, Inc. and the County of Warren, Kentucky (hereinafter collectively "SKyPAC Parties") from and against all claims, demands, liabilities, causes of action, suits, judgments, damages and expenses (including reasonable attorneys' fees) arising from: (a) any injury to or death of any person or the damage to or theft, destruction, loss, or loss of use of any property or inconvenience occurring in or on the SKyPAC premises to the extent caused by the act, omission, misuse, neglect, negligence or willful

misconduct of the Licensee or any of the Licensee's agents, servants or employees except to the extent same are caused by the negligent acts or omissions of one or more of the SKyPAC Parties; (b) a breach by Licensee of any of its obligations, representations or warranties made under this Agreement; or (c) a violation or infringement of any copyright, right of privacy or other statutory or common law right of any person or entity by Licensee or any of Licensee's agents, servants or employees. The indemnification obligations contained herein shall remain in full force and effect notwithstanding the termination of this Agreement and shall survive termination. In addition, the indemnification obligations contained herein shall be operative and enforceable whether or not there is insurance coverage for the indemnified claim. **LICENSEE IS SOLELY RESPONSIBLE FOR THE CARE, SAFETY AND MAINTENANCE OF ANY PERSONAL PROPERTY BROUGHT ON SKYPAC'S PREMISES BY LICENSEE OR BY ANY OF LICENSEE'S AGENTS, SERVANTS OR EMPLOYEES, AND THE SKYPAC PARTIES EXPRESSLY DISCLAIM ANY DUTY RELATED TO THE CARE, SAFETY OR MAINTENANCE OF SUCH PERSONAL PROPERTY.** If any proceeding is filed for which indemnity is required hereunder, Licensee agrees, upon request therefor, to defend the SKyPAC Parties in such proceeding at its sole cost utilizing counsel satisfactory to the SKyPAC Parties.

Basic Room Rental Fee for the date included in this *Agreement*: \$ _____.

Equipment owned by SKyPAC, based on availability, and additional equipment not owned by SKyPAC, if required, will carry additional charges. All labor, included, but not limited to: technical, security, ticket office, custodial, and front of house will also result in extra charges.

Note: Equipment and labor rates are subject to change ____ (initials of authorized representative required).

I have read and understand this ***Agreement*** and understand that both the ***Event Detail Sheet*** and the ***Facility Use Policies*** document are a part of this Agreement.

Name of Organization: _____

Event Title: _____

Licensee's Authorized Representative (please print): _____

Signature: _____ Date: _____

SKyPAC Authorized Representative (please print): **Jackie Goldammer, Operations & Events**

Signature: _____ Date: _____