

LICENSE AGREEMENT

THIS AGREEMENT, entered into by and between the **LOBERO THEATRE FOUNDATION**, a non-profit corporation, hereinafter referred to as "**LICENSOR**" and, hereinafter referred to as "**LICENSEE**".

WITNESSETH:

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 right to use and occupy the Lobero 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:

DAY(S), DATE(S) AND TIME(S): as follows:

RENTAL FEE:

COURTYARD/RECEPTION FEES:

- Courtyard rental total
- Reception support staff

BOX OFFICE FEES:

- Ticket printing (\$.25/ticket):
- Credit Card Charges (estimate):

OTHER CHARGES:

- House Manager and usher fee:
- Cleaning and janitorial fee:
- Sound equipment:
- Lighting equipment:
- Follow spots:
- Video projector and front projection screen:
- "Marley" dance floor:
- Concert Grand Piano:
- Piano tuning:
- ASCAP and BMI rights:

OUTSIDE EQUIPMENT RENTAL: TBD

This is a preliminary estimate. A more accurate estimate can be obtained from the Technical Director. Licensee hereby agrees to consult with Technical Director regarding any outside equipment costs. A 15% handling fee will be added to all outside equipment rentals arranged by the Technical Director.

STAGE LABOR ESTIMATE:

This estimate is based on the following: See expense estimate.

This is a preliminary estimate. Actual labor costs will be determined by actual hours worked. A more accurate estimate can be obtained from the Technical Director. Licensee hereby agrees to consult with the Technical Director regarding Labor costs.

TOTAL ESTIMATED THEATRE & EQUIPMENT RENTAL CHARGES, BOX OFFICE FEES, AND STAGE HAND LABOR:

FACILITY FEE: A "facility fee" will be charged on all sold tickets, the proceeds of which will be used to maintain the Lobero Theatre as a California Registered Historic Landmarks. The facility fee is \$4.00 for all ticketed events with a ticket price of eighteen (\$18.00) dollars or less. For tickets priced at \$18.01 and above, the facility fee is \$6.00. This fee will be added to the ticket price and charged to the customer, not the promoter. All advertising connected with the scheduled event must include a statement regarding this facility fee.

Please see Rate Schedule for any additional charges that may apply.

THEATRE USE:

It shall be understood that the Licensee shall have the right of ingress and egress through halls and corridors of such buildings, as reasonably required for Licensee authorized use(s) but acquires hereby no other rights to any parts of the building(s).

Licensee represents that such premises are being licensed for the purpose of presenting ___ and for no other purpose whatsoever without the written consent of the Licensor. Licensee agrees that if under this Agreement Licensee is permitted to make other use thereof by which, under Licensor's regular schedule of charges, a higher charge would be due than here agreed upon and the Licensee will pay to the Licensor the additional amount due.

Licensor shall furnish the enumerated services, equipment or material for the charges specified on the rate schedule.

Licensee agrees to pay to Licensor without demand any sum which may be due for additional service, equipment or material furnished or loaned by Licensor or an outside rental or service agency. Further, Licensor may require written orders of Licensee or its authorized representative prior to an event for any such services, accommodations, equipment or materials. The Lobero Theatre will charge a 15% service charge for all equipment and/or services provided for Licensee by Lobero Theatre staff from an outside rental or service agency.

It is understood between Licensor and Licensee that Licensor shall provide the advance services of a Technical Director. Licensee shall be solely responsible for paying of the Technical Director and Stage Technician(s) and shall make arrangements satisfactory to Licensor for all such payments required prior to the commencement of the event day(s). As consideration hereof and as payment of the right and use of such premises Licensee agrees to pay Licensor license fee in the sum of:

to be paid as follows:

\$.00 upon signature
\$.00 no later than

Licensee agrees to pay all other sums due Licensor hereunder not later than 2 working days following the conclusion of this booking. Licensee agrees to pay all such sums hereunder, if required by Licensor in lawful money of the United States of America, cashier's check, or certified check at the office of the Lobero Theatre, Santa Barbara, California.

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, Mail to Licensee at the address as hereafter listed, Certified, return receipt requested.

Licensee agrees to hold harmless the Lobero Theatre Foundation, its officers, employees and agents, for any injuries or illness that may result from said participation associated with any and all of the activities related to this agreement. Licensee warrants that liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage coverage is required, and that such coverage is carried throughout the entire rental period.

Please initial each item and sign below

1. _____ I understand that the Lobero Theatre cannot provide any parking for my performers or production personnel, other than necessary loading and unloading space, without specific prior arrangement with the Lobero Technical Director or Theatre Manager. Licensees will be billed for any Lobero Theatre staff parking costs caused by improperly parked vehicles.
2. _____ I understand that I cannot deliver any materials to the Lobero Theatre without specific prior arrangement with the Lobero Technical Director or Theatre Manager.

3. _____ I understand that I cannot leave any materials at the Lobero Theatre after my final performance without specific prior arrangement with the Lobero Technical Director or Theatre Manager.
4. _____ I understand that no one will be admitted into the Lobero Theatre without a representative of the Lobero Theatre stage crew present. The Lobero Theatre Technical Director must arrange all access times.
5. _____ The Lobero Theatre Foundation reserves the right to no more than 4 (four) complimentary tickets per performance. If additional seats are available once the performance begins, additional representatives of the Lobero Theatre Foundation may view the performance from the auditorium.
6. _____ It is the responsibility of the Licensor to contact the Technical Director no less than 2 weeks prior to scheduled load-in for the purpose of generating a rehearsal and performance schedule. This schedule must be agreed to no less than one week prior to scheduled load-in. Changes in the schedule with less than twenty-four hours notice may incur additional costs to the Licensor.
7. _____ Average sound levels in excess of 90 dB may not be permitted, as measured by a member of the Lobero's staff using a professional sound meter at the house mix position, at the Lobero's sole discretion. Sound level measurement will include main PA Artists, all monitors and side fills, and stage instrument amplifiers.
8. Production contact (with authority to set schedules & describe production needs):

Name: _____

Telephone: _____

Email: _____

Licensee acknowledges that it has received a copy of the Lobero Theatre Foundation Rate Schedule and Policies and Information established by the Licensor. Said Rate Schedule and Policy Statement, which is attached, is to be considered a portion of this Agreement, with full force and effect, and Licensee hereby agrees to be bound thereby, including, but not limited to, the provisions referring to said License fee being non-refundable. Further, the collective bargaining agreement between the Lobero Theatre Foundation and Local 442, the representative of the International Alliance of Theatrical Stage Employees and Moving Pictures Machine Operators of the United States and Canada, is to be considered a portion of this Agreement, with full force and effect, and Licensee hereby agrees to be bound thereby. The collective bargaining agreement is available upon request.

EXECUTED this ____ Day of _____ 2019.

LICENSOR

LICENSEE

Mr. David Asbell
Executive Director
Lobero Theatre Foundation
33 E. Canon Perdido Street
Santa Barbara, CA 93101
(805) 679-6001
dasbell@lobero.org

SS# or Fed. ID# _____

NOTE: Please return one signed copy of this contract with initial deposit, plus Certificates of Insurance as per the attached and incorporated Rate Schedule.