

ROZSA FACILITIES LICENSE AGREEMENT – POLICIES

Revised March 20, 2006

1. Space Reservations

The Administrative Office of the Rozsa Center for the Performing Arts will, at all times, maintain the master calendar for spaces within the Rozsa Center. Inquiries about renting the Rozsa Center performance hall and/or related facilities and requests for reservations should be addressed to the Box Office Manager. All requests are subject to review and final acceptance by the Director.

The Great Events Series and the Fine Arts Department shall be considered resident tenants of the Rozsa Center for the Performing Arts and as such retain first right of refusal to present professional and in-house performances at the Rozsa Center, such as concerts, entertainment attractions, theatrical shows and other similar events. Official annual established University events (e.g. Convocation, Orientation, etc.) shall have the same priority as resident tenants. Resident tenants have the exclusive right to hold and book dates in all spaces of the Rozsa Center up to five (5) months prior to the beginning of the academic year. At the conclusion of this period all interested users (on campus or off campus) may request holds and Facilities Rental Agreements for available dates.

For scheduling purposes the entire summer shall be considered to belong to the preceding academic year. The Rozsa Center fee schedule for rentals and services is attached to these Policies.

2. Cancellation

Failure to submit a written request for use will result in the automatic cancellation of a "hold" on a date. Following the execution of a Facilities License Agreement, cancellation of an event less than sixty (60) days prior to the beginning of the license period for reasons other than an Act of God shall result in the forfeiture of deposit. In the event of cancellation or postponement Licensee will be liable for any and all technical expenses (labor, supplies, equipment rentals) related to the preparation for the Licensee period.

If tickets have been sold to the event prior to the cancellation, the Licensee shall pay a \$1.50 fee per ticket distributed (all tickets paid and complimentary). Those who have paid for tickets will be refunded by the box office for the cost of their tickets plus any per ticket fees they paid in relation to the cancelled event at the time of their purchase. In the event of a postponement the Licensee will reimburse the Rozsa Center for its direct costs in processing refunds to ticket buyers who obtained their tickets through the Rozsa Center. In the event of a postponement the Licensee shall reimburse the Rozsa Center for all per ticket fees refunded to customers.

The security deposit shall be applied toward any expenses due for the cancellation. The Rozsa Center will send a bill for all remaining charges within thirty (30) days of the cancellation notice. This bill is due upon receipt. A thirty (30) day grace period will be allowed from the date of the billing. Non-receipt of the billing statement does not constitute release of the obligation created by this agreement.

3. Rehearsal Schedule and Changes

Rehearsals are scheduled in four-hour blocks and include set-up and strike. Rehearsals and times will be negotiated at the time a space reservation is made and will be included in the Facilities Rental Agreement.

All rehearsal schedule changes must be submitted to the Rozsa Box Office Manager. Requests for rehearsals in addition to those indicated in the Facilities Rental Agreement or requests for changes to scheduled rehearsals must be received at least two working days in advance and will be granted on an as available basis only. Notice of cancellation of previously scheduled rehearsal(s) must be received by the Box Office Manager one working day in advance. Failure of notification will result in applicable fees being charged.

4. Computing Program Periods

Events not exceeding four hours in length (including set-up and strike time) and having no change in audience will be considered an individual program. When there is a change of audience, it will be considered a separate program and appropriate rental charges will apply.

An event open to the general public and involving more than one performance on the same date must be scheduled and operated in such a manner that an interval of at least two (2) hours is provided between the end of one performance and the beginning of the next.

5. Opening Hours and Curtain Time

Licensees agree that the Rozsa Center management will open the lobby areas of the theater at least 120 minutes before the advertised start of the event and that the Rozsa Center management will permit patrons to be seated at least thirty minutes prior to the advertised start of the event. All technical preparations, lighting and sound checks, rehearsals, and other activities must be completed at the time patrons are allowed into the seating area.

Licensees agree to make every effort to begin all events within five (5) minutes of the advertised starting time. Rozsa Center management shall, when weather, traffic, or parking conditions dictate, delay the start of the performance a reasonable period of time to allow the great majority of patrons to be seated. Rozsa Center management reserves the right to deny admission to latecomers until the first logical break in the performance, at which time latecomers may, at the discretion of management, be seated in available seats in the rear of the theater. If appropriate seating is not available, latecomers may be held in the lobby areas until the first intermission.

6. Non-Exclusive Use

The Rozsa Center reserves the right to schedule multiple, non-competitive activities in the spaces of the Rozsa simultaneously.

7. Technical Requirements

At least thirty (30) days in advance of an event, Licensee shall provide the Rozsa Center Technical Director with technical requirements for said event. Should equipment other than that owned by the Rozsa Center be required, Licensee may request the Rozsa Center Technical Director make special arrangements to acquire/rent such equipment. Any costs incurred will be billed to Licensee. Due to the limited availability of specialized theatrical equipment in the immediate area, it is imperative that this deadline be strictly adhered to. Last minute equipment rentals will not be possible.

An authorized representative of the Rozsa Center must be on the premises in the rented space(s) for load-in, set-up, rehearsal, performance, and load-out for all scheduled activities.

8. Scenery and Equipment

All scenery and equipment shall be loaded into and out of Rozsa Center spaces at the appropriate loading and stage entrances. Special arrangements must be made with the Rozsa Center Technical Director for parking trucks or vans in the loading areas. Building of scenery and painting, other than small-scale touch up, is not permitted on stage. No spraying, spattering, or other method that propels paint or stain through the air is allowed. The Rozsa Center prohibits lagging, screwing, or nailing into the stage floor. Violation of this policy will result in charges of \$80.00 per sheet of stage floor damaged. Scenery, lighting, and/or sound equipment positions must be approved by the Rozsa Center Technical Director before use. Equipment or other properties of the Licensee remaining on the premises after the expiration of the Facilities Rental Agreement may be removed by the Rozsa Center at the Licensee's expense, unless prior arrangements have been made.

9. Damages

Any damage to Rozsa Center facilities or loss or damage to equipment owned by the Rozsa Center, belonging to the renting organization, or rented or leased by the Rozsa Center on behalf of the renting organization shall be the responsibility of the Licensee.

10. Safety Regulations and Security

Safety regulations shall be in accordance with university, city, and state codes and shall be enforced by the Rozsa Center as it interprets them. For all events involving activity in the backstage area, the Rozsa Center requires the presence of a staff person.

11. Staffing

Rozsa Center management reserves the right to determine the appropriate number of personnel required to provide services necessary for the successful presentation of events and to assure the safety and convenience of patrons. The Rozsa Center will provide, at no additional cost to Licensees, five technical staff members (the Technical Director or technical supervisor and four stage hands), the standard (see Rental Fee Structure attachment) numbers of ticket office personnel, ushers, house manager, and concessionaires. Through advance arrangements with the Rozsa Center

Box Office Manager, special consideration may allow a renting organization to supplement the Rozsa Center ushers with their own volunteers.

Volunteers must complete the Rozsa Center training and orientation program. The cost of security personnel (provided by Michigan Tech Public Safety) and University Traffic Control, if required, will be borne by Licensees.

Unless otherwise specified by an artist or artist's management's contract, the Rozsa Center Technical Director shall determine the appropriate staff necessary to fulfill the technical requirements of an event and to assure the proper and safe operation of Rozsa Center equipment. Costs for any additional required technical staff will be the responsibility of the Licensee.

12. Tickets

The Rozsa Center Box Office is the exclusive ticketing agent for events with paid admission at the Rozsa Center. All Licensees of the Rozsa Center who plan events with paid admission are required to use the Rozsa Center Box Office for processing of sales for single, subscription, and group tickets. Ticketing services for single ticket sales during normal box office hours with normal staffing are included in the rental fee structure. Additional and specialized ticketing services are available and negotiable upon request. The Rozsa Center shall at all times maintain control and direction of the box office, ticketing personnel, and ticket sales revenue until settlement. The Rozsa Center reserves the right to establish service/handling/convenience and building facility fees, and to retain all such fees generated through ticket sales.

The Rozsa Center shall print tickets on consignment for the Licensee to sell upon the signing of the consignment agreement. Licensee agrees that tickets issued on consignment will be treated as sold tickets for the purposes of settlement and will be counted at face value towards gate percentages or per ticket fees due to the Rozsa Center.

At least two weeks in advance of announcing sales to the public, Licensees must provide the Rozsa Center Box Office Manager with information, in writing, such as prices, scaling, holds, kills, and other special seating arrangements. The Box Office will provide a final statement of tickets sold, unsold, and otherwise distributed by the end of an event. Final settlement will be at a mutually agreed upon time.

The Rozsa Center shall retain a minimum of ten (10) complimentary house seats for each performance, to be used at the sole discretion of the management. The Box Office shall determine the location of these seats.

The Rozsa Center database is a proprietary database that is the sole property of the Rozsa Center. All database information collected through ticketing services becomes the sole property of the Rozsa Center. Lists of Rozsa Center ticket buyers may be made available to the Licensee solely for the purpose of promoting an upcoming event at the Rozsa Center. The use of such lists is granted for one time only, and is subject to guidelines in handling and distribution as may be determined by the Rozsa Center.

13. Concessions

The Rozsa Center has exclusive rights to sell all concessions (food and drinks) before, during, and after any event occurring in the Rozsa Center.

14. Catering

MTU Dining Services has exclusive rights to all catering on the campus of Michigan Tech. All Licensees requiring catering services should contact the Rozsa Center Box Office Manager before initiating catering arrangements. All MTU catering services will be billed separately.

15. Merchandise

The Rozsa Center reserves the right to sell merchandise before, during, and after any event. Licensees wishing to sell special items (souvenir programs, posters, T-shirts, etc.) relating to the performance for which a Facilities Rental Agreement is in effect must obtain permission from the Rozsa Center Management in advance and must sell those items from specified locations. The Rozsa Center will receive 20% of the gross sales. The commission will be calculated on the total gross merchandise sales for each performance. (Gross sales will be the total of all sales for each performance after the applicable sales tax has been deducted. The state of Michigan assesses a 6.00% tax on all items sold in Michigan.) The commission will be due and payable in cash immediately subsequent to the close of sales each period. Payment of sales tax on all special items shall be the responsibility of the Licensee.

Rozsa Center management reserves the right to count all cash and inventory immediately prior to and after any and all sales periods. A refusal to allow verification will result in the immediate withdrawal of permission to vend in or around premises of the Rozsa Center.

16. Promotion of Events

Promotional materials to be distributed in the Rozsa Center must first be approved by the Rozsa Box Office Manager. Rozsa Center management shall instruct users on the proper placement of all such material. The Rozsa Center reserves the right to distribute or display materials concerning Rozsa Center activities.

Licensees may not advertise any event before a contract is fully executed.

The Rozsa Center logo may be used by organizations in their advertising and promotion only after a Facilities Rental Agreement has been granted by the Rozsa Center and management has approved the use of the logo. Rozsa Center management must have prior approval of all materials that use the Rozsa Center name or logo.

Licensees must include the name of the producing organization on all advertisements for events at the Rozsa Center.

17. Amplification Levels

Rozsa Center management reserves the right to control amplification levels for all events in the Rozsa Center. The Rozsa Center Technical Director will provide maximum levels when a Facilities Rental Agreement is issued.

18. Food and Beverages

Food and beverages will be dispensed and consumed only in those areas designated for this purpose. At no time shall food or beverages be allowed in the auditorium or backstage areas except as required by script or artist contract.

19. Obstructions

No portions of sidewalks, entrances, passages, vestibules, halls, elevators, or means of access to public utilities of the Rozsa Center shall be obstructed by Licensees. These areas may not be used for any purposes other than ingress and egress to and from the Rozsa Center or its premises.

The signs, doors, stairways, or openings that reflect or emit light into any portion of the Rozsa Center building shall in no way be obstructed by Licensees.

Fire fighting and emergency equipment shall not be blocked or obstructed under any circumstances. This includes fire hose and fire extinguisher cabinets, fire pull and alarm boxes, and all entrances and exits to first aid facilities within the Rozsa Center.

20. Seating Capacity

No Licensee shall print, sell, or distribute tickets in excess of the seating capacity of the hall. The maximum seating capacity is as follows:

<u>James and Margaret Black Performance Hall</u>	
Orchestra Level	521 (w/o orchestra pit cover seats)
Orchestra pit cover seats	62
Tier	518
Total Seating	1039 (w/o orchestra pit cover seats)
Total Seating	1101
(If the soundboard is needed, 12 seats will be removed from the hall.)	

The Rozsa Center will refuse admittance once the capacity of the hall is reached. The sale of standing room tickets for any event in the Rozsa Center is prohibited. The removal of seats to accommodate patrons using wheelchairs will reduce the capacity of the hall.

21. Paging

Individuals will not be paged during performances. Physicians or others expecting calls should leave their seat location with the box office. An usher will inform a patron of an emergency call. Personal pagers or cellular phones

should be **turned off** (not just set to vibrate) in consideration of other patrons and because the signals interfere with the house electronics. Pagers may be left at the box office.

22. Emergency Medical Treatment

In the event medical treatment is required, Rozsa Center management will notify University Public Safety and the city Emergency Rescue Squad. Expenses incurred from ambulance service or emergency room charges will be the responsibility of the person treated.

23. Guests Backstage

Guests other than those associated directly with an event are not permitted backstage before or during a performance or during intermission. Guests may be admitted backstage after the performance with the Rozsa Center management's permission in accordance with the wishes of the artist(s), company manager, or sponsoring organization's representative. Guests who are allowed backstage will be escorted by a Rozsa Center staff member.

24. Parking

All users of the Rozsa Center (including Licensees and patrons) will be subject to all Rozsa Center and/or University traffic and parking regulations. Licensee's personnel must not park in valet and/or reserved parking areas without proper authorization. Parking restrictions for people with disabilities must be observed.

25. Lost Articles

Lost articles will be turned in at the Rozsa Box Office.

26. Children

While the Rozsa Center welcomes young audiences, it requests that parents not bring babies, youngsters in arms, or children who are unable to sit quietly, to performances. In order to be allowed entrance to an event, any person, regardless of age, must have a ticket and occupy a seat.

27. Objectionable Patrons

The Rozsa Center reserves the right to remove, or cause to be removed, from the premises, any disruptive person or persons. The Center will not be liable to Licensee for any damages that might be incurred through the exercising of this right. The term "objectionable persons" shall include (but not be limited to) persons who by virtue of disorderly conduct, drunkenness, disruptive behavior, violation of Rozsa Center policy, city, state, or federal law, make the normal and proper conducting of business or the enjoyment by others of an event difficult or impossible.

28. Use of Audience Seating Areas

The use of the seating areas shall be restricted at all times to those in possession of tickets or those patrons attending non-ticketed events. This means that during set-up, rehearsal, performance, and strike periods, Licensee's personnel shall restrict their activities to the stage, backstage, dressing rooms, Green Room, and control booth areas. When it is necessary for a director, designer, or stage manager to view a rehearsal or set-up from an audience vantage point, this will be allowed as long as use of the seating area is restricted to directorial and technical personnel. Consult Box Office Manager for availability of seating.

29. Smoking

Smoking is prohibited in all areas within the Rozsa Center. The Rozsa Center Technical Director must be notified in advance if a production calls for smoking by performers or requires the use of smoke or fog machines. Licensees shall be responsible for enforcing the non-smoking regulations for their personnel involved with an event.

30. Fog Machines

The Rozsa Center Technical Director must be notified in advance if a production calls for the use of smoke or fog machines. If the Rozsa fog machine is requested, an additional fee will be charged. This fee is available upon request.

31. Cameras and Recording Equipment

As a result of contractual agreements with artists, and as a courtesy to other members of the audience, photographic or recording equipment will not be permitted in the theater at performance time. Exceptions may be made for news media or other official production media but, in such cases, advance arrangements must be made with the artists and mutually approved by Licensee and the Rozsa Center Box Office Manager.

No event presented in Rozsa Center may be broadcast, videotaped, recorded, or otherwise reproduced without the prior written consent of the Rozsa Center management. The Licensee having obtained consent shall ensure that the Rozsa Center and its staff receive proper audio and/or video credit. Credits must include the statement "Performed at the Rozsa Center for the Performing Arts on the campus of Michigan Technological University."

Tripods and "plug in" cameras of any type are strictly prohibited.

32. Animals

No animals are permitted in Rozsa Center facilities except those to assist a person who is blind or visually impaired or those required in a production, in which case they must be thoroughly trained for stage performance and the Technical Director must be notified in advance.

33. Compliance with Laws/Licenses

Licensees of Rozsa Center facilities shall comply with all laws of the United States, the state of Michigan, all ordinances of the City of Houghton, and all rules and regulations of Michigan Technological University.

34. Use of Copyrighted Material

The Licensee shall obtain all permits and licenses required, including licenses to perform copyrighted material. The Rozsa Center management shall have the right to require Licensees to furnish satisfactory evidence that all such licenses have been obtained.

The Licensee assumes all costs and expenses arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights used during or incorporated in the conduct of its operation hereunder; and the Licensee agrees to indemnify, defend and hold harmless the Licensor from all damages, costs, and expenses at law or for equitable relief for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights furnished to or used by the Licensee, or any infringement with respect thereto in connection with this License, including the costs and expenses of defending any such action, even if it be groundless or fraudulent.

35. Refusal to Rent

Rozsa Center management shall refuse to rent the facility for any event, activity, or performance if the management reasonably determines that the event, activity, or performance or the anticipated response to the event, activity, or performance may cause damage or the unusual risk of damage to the facility or its patrons. Management may refuse to rent to a promoter if it is possible that the Rozsa Center might present the same event in the future.

36. Pyrotechnics and Restricted Materials

No flammable materials, such as bunting, tissue paper, crepe paper, etc., shall be used for decorations or advertising in the Rozsa Center. All such materials to be used for decorative or advertising purposes must first be treated with a flame-retardant, and such use shall be in accordance with all applicable federal, state and municipal fire and safety rules and regulations. Licensees shall obtain all permits and licenses required by the laws, ordinances, rules, and including licenses to use pyrotechnic materials to include, but not limited to flash pots, concussive pots, sparklers, and open flames. Rozsa Center Management has the right to require Licensees to furnish satisfactory evidence that all required licenses are obtained. Licensees must obtain prior written consent from the Rozsa Center management to store or operate any engine, motor or machinery on the premises of the Rozsa Center or to use oils, burning fluids, camphene, liquid oxygen, ethylene, propane, kerosene, naphtha, gasoline or other flammable materials. Licensees shall not bring, or allow to be brought, into the Rozsa Center any material, substance, equipment, or object which may endanger the life of, or cause bodily injury to, any person in the Rozsa Center or which is likely to constitute a hazard to any other property therein.

37. Ticket Liability Release

All tickets used for admittance to the James and Margaret Black Performance Hall or any other space within the Rozsa Center must have the following statement printed on the back of the ticket: "The user of this admission ticket, as additional consideration for his/her being admitted to the event described on the reverse side hereof, does hereby release MTU, its officers, representatives, employees and the participants in such event, from any and all claims, demands and lawsuits stemming from bodily injury arising, directly or indirectly, wholly or in part, from any activity associated with such event."

38. Indemnity

The Licensee agrees to hold harmless and indemnify Michigan Technological University, the Rozsa Center, and its employees for liability occurring in connection with the use of the Rozsa Center facilities.

39. Insurance

A Licensee will not do or permit to be done anything in or around the Rozsa Center that will in any way conflict with the conditions of any insurance policy upon the Rozsa Center, or in any way increase the rate of insurance upon the Rozsa Center or on property kept therein.

The Licensee shall procure and maintain in full force during occupancy of Rozsa Center, including load-in and load-out, a policy of Comprehensive General Liability Insurance with limits not less than Two Million and no/100 Dollars (\$2,000,000.00) for each occurrence and aggregate Combined Single Limit for bodily injury and property damage, including coverage for personal injury (employment exclusion deleted), contractual, operation of mobile equipment, products/completed operations, alcoholic beverage liability, broad form property damage, and owners/contractors protection liability from an insurance company authorized to transact business in Michigan and subject to suit in Lansing, Michigan. The Rozsa Center, Michigan Tech, and the Licensor shall be named as an additional insured and as loss payee on said policy. Licensee agrees to furnish and place on file with Rozsa Center no sooner than thirty (30) days prior to the first date of use either a copy of said policy or a certificate that a policy of insurance has been issued, the same to be subject to approval by the Rozsa Center management. The Certificate of Insurance or policies shall provide that they may not be canceled or materially changed without thirty (30) days advance written notice to the Licensor. The Licensee's failure to provide such certification or policies shall constitute a breach of the Licensee's duties and obligations hereunder. The obtaining of insurance or the furnishing of evidence of insurance by the Licensee as provided in this section shall not in any way relieve the Licensee from any of the obligations, liabilities, assumptions, responsibilities or other contractual duties referred to in this Agreement, regardless of the coverages mentioned in such insurance or in the terms of the policy or policies involved.

In addition, Licensee shall maintain, Statutory Workers Compensation Insurance Coverage in Michigan and Employer's Liability Coverage with a minimum limit of not less than One Million and no/100 Dollars (\$1,000,000.00) for each accident. Coverage shall be extended to include: Voluntary compensation and Broad form All-States endorsements on the same terms and conditions as set forth above.

40. Waiver

The Licensee hereby waives any and every claim which arises in its favor and against the Licensor, or against any of the Indemnitees (as defined in the Facilities License Agreement), for any and all loss or damage covered by valid and collectible insurance policies to the extent of the insurance proceeds paid with respect thereto. Such waiver shall be in addition to, and not, in derogation of, any other waiver or release contained in the Facilities License Agreement with respect to any loss or damage to property of the Licensee's. Inasmuch as the waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), the Licensee shall notify its insurers of such waiver.