

## **COMMUNITY ARTS CENTER USAGE POLICY**

This Usage Policy is an integral part of the Agreement between the Pennsylvania College of Technology Community Arts Center, Inc., and its Renters and Licensees, and the rules herein must be strictly observed. As used herein, the titles ("Company," "Arts Center," "Event," etc.) shall serve to designate the same entities or descriptions as specified in the Usage Agreement.

It shall be the Arts Center's and the Company's responsibility to completely inform its agents, employees, or assigns concerning the rules and regulations contained in this Usage Policy. For clarification of individual rules, contact the Arts Center's Director.

Should Company be found in violation of any of the provisions of the Usage Policy, the Arts Center may immediately consider the Usage Agreement null and void, and Company will forfeit all advance payments made to the Arts Center and may be liable for other expenses incurred, whether or not the function actually occurs, as provided in the Usage Agreement.

### 1) ENTIRE AGREEMENT

The aforementioned Usage Agreement and this Usage Policy constitute the entire Agreement between the parties relative to the Pennsylvania College of Technology Performing Arts Center, Inc., and no oral statements or prior written matter shall have any force or effect. All amendments must be in writing and signed by both parties.

### 2) RIGHT OF APPROVAL

The Arts Center reserves the right to approve all specifications in the planning of an Event and make final decisions regarding, where necessary, the welfare, security, etc., of those in attendance, as well as all matters regarding treatment of Arts Center patrons throughout the rental term, and ultimately all matters regarding the reputation and integrity of the Arts Center.

### 3) REPRESENTATION AS TO CONDITION

The Company accepts the Arts Center as is, and agrees that neither the Arts Center, its officers, employees, or assigns have made any representations or promises with respect to the Arts Center except as expressly stated in the Usage Agreement and Usage Policy. Use of the Arts Center under the license granted under the Usage Agreement shall be conclusive evidence that Company accepts same "as is" and that the Arts Center was in good and satisfactory condition at the time use of the Arts Center was made under the license.

### 4) ARTS CENTER RESPONSIBILITY

As part of the Usage Agreement, the Arts Center will provide heat and air conditioning, audience lighting, and an audience announcement system. The theatre sound and lighting systems are available at an additional cost and separate from the Base Rental Fee. The services of the Technical Director (through day immediately prior to Agreement date[s]) and House Manager will be provided as part of the Base Rental Fee and at no additional cost for the purpose of facilitating management and execution of the Company's Event. Company understands that usage of the facility is as a "four-wall" rental, and thus all additional equipment, personnel, or services will be provided on a fee basis.

### 5) ASSIGNMENT

Neither this Usage Agreement nor any right or interest therein may be assigned, transferred or otherwise disposed of without prior written consent of the Director of the Arts Center.

### 6) UNACCEPTABLE ACTIVITIES

No activities in violation of Federal, state or municipal laws, ordinances, codes, orders and requirements shall be permitted in or about the Arts Center, and Company shall have the responsibility to enforce the provisions of this paragraph.

### 7) PERFORMANCE RIGHTS AND LICENSES

The Company shall have or obtain, prior to any Event, all necessary performing rights licenses, and Company shall make all performance payments required to be made by such licenses directly to the licensing organization(s). The Pennsylvania College of Technology, the Community Arts Center, nor any of its officers, employees or assigns shall have any responsibilities to any performing rights licensing organizations for the Company's performances during any such Event. The Company will secure at least four (4) hours prior to each Event any and all consents, licenses, certificates and/or permits as may be required for any performances under this Usage Agreement and for the use of any motion picture, television, radio, broadcasting, or recording or other machines or equipment in connection therewith, including but not limited to such consents, licenses, certificates and/or permits as may be required for compliance with all laws relating to the employment of minors, in the event any minor is scheduled to appear at any performance, and company will do all other acts necessary on the part of Company to comply with all laws, ordinances, orders and requirements of all Federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof applicable to the Pennsylvania College of Technology, the Community Arts Center, each Event, rehearsal, and performance.

8) ASSIGNMENT OF DATES AND DEPOSITS

Information regarding availability of a date or dates can be obtained by contacting the Director at 570-327-7653. Upon request, availability will be ascertained and the Arts Center may tentatively reserve the date(s) for a defined period, but the reserved date(s) may be terminated at any time if the Company has not elected to request a Usage Agreement relative to that date(s). A Usage Agreement will be forwarded to the Company immediately upon agreement on the rental date and reasonable assurance that the performer(s) have been secured, to be returned with a deposit in the form of a business check made payable to the Community Arts Center no later than the date established by the Arts Center and noted on the Usage Agreement. If this deposit is not received by the prescribed date, the Director may release the date(s) without notice.

The remaining portion or portions of the rental payment may be due in advance of the performance date, as detailed in the Usage Agreement. **The required proof of insurance is due not less than two weeks prior to the performance date.** The Director reserves the right to require a full deposit or any portion thereof at any time it is believed to be in the best interest of the Arts Center. It should be noted that final fees for all long-range bookings (ten months or more) may not be firm until three months prior to the Event.

Full rental fees are required as deposit on all functions needing space where the rental fees are under \$500, unless otherwise arranged in writing with the Director. The Arts Center reserves the right to alter the vehicle of payment from standard business check to a certified check or money order at any time for all financial transactions dealing with this Usage Agreement.

All charges due are payable on demand unless otherwise arranged by the Director and not to exceed thirty (30) days net. Any balances delinquent over thirty days will be charged a \$25 collection fee plus an annualized rate of 20% on the amount owed until paid. A Company that is delinquent on amounts due from prior Usage Agreements shall not be allowed to secure rental dates or Usage Agreements until such time as such amount, plus penalties, are paid in full.

9) DATE/EVENT PROTECTION POLICY

Should two or more Companies request the same date at the Arts Center within twenty-four hours of each other, the Director shall determine which Event will be accepted, based on experience with the requesting Companies, type of Event, and blend of Event with other Events scheduled four weeks before and four weeks after the requested Event.

The Arts Center will not allow similar-audience Events (i.e., Broadway, country music, children's performances) to be booked with less than eighteen (18) calendar days between dates, no matter whether the Event is Arts Center- or Renter-presented.

10) TAX EXEMPTION

Tax exempt organizations shall submit to the Director or Chief Financial Officer such evidence of tax exemption as shall pertain. Such evidence will be required thirty (30) days prior to initial usage. Such evidence, or a copy thereof, shall be kept on file by the Arts Center, although updated evidence may be required upon reasonable request from the Arts Center.

11) SIGNED CONTRACT FOR A PERFORMANCE

Company agrees to furnish the Arts Center at the time that the Usage Agreement is returned fully signed, a copy of the contract signed by the Company and all parties relative to the talent for the Event. Should such contract not be realized at that time, a copy of a Letter of Agreement or Firm Offer Memo may be substituted, if approved by the Director.

12) NON-RESIDENT ALIENS

Should the Artist(s) to be presented by the Company be a non-resident alien individual, partnership, or corporation, the Company expressly agrees to perform all obligations and to assume all liabilities as the withholding agent pursuant to the requirements of Sections 1441 and 1442 of the Internal Revenue Code and the Federal regulations promulgated thereunder. The Company is also responsible for the securing of all visas, work permits, and customs clearances.

13) CANCELLATION OF EVENT

The Company understands that the cancellation of a performance date at the Arts Center is an extremely undesirable situation for both parties. The Arts Center's position is that cancellations should take place only after all other avenues of completing the terms and obligations of presenting have been thoroughly pursued, and only after significant conversation with the Arts Center's Director. Cancellations must not be entered into capriciously. The Company acknowledges that the contracting of a date at the Arts Center represents more than a date assignment; the Arts Center, by accepting the Company's date into its performance schedule, is foregoing other rental or presenting opportunities for that assigned date and dates surrounding that date and thus is relying upon the Company to take full advantage of this rental engagement.

1) *Acts Of God*: The Company and Arts Center respectively shall be under no liability for failure to appear or perform in the event that such failure is caused by or due to "Acts Of God," including, but not limited to, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation services, or any cause beyond the control of the Arts Center or Company.

The Company shall not pay the full amount of the Base Premises Rental Fee if the event is canceled with **thirty-six (36) hours of notice** due to inclement weather, and will be responsible for only one-half of the Base Rental amount. The Company will remain responsible for any preexisting or direct costs already incurred by the Arts Center in connection with the event, as well as the cost of contacting and refunding all ticket-holders, at the rate of \$1.00 per customer transaction. The Arts Center assumes no liability for the events.

2) *Cancellation By Company*: If the Company chooses to cancel the Event, the Company shall be responsible for 100% of the Base Rental amount, plus pay any and all expenses and damages incurred by the Arts Center in connection with the Event's cancellation, including the cost of contacting and refunding all ticket-holders, at the rate of \$.50 per sold ticket.

3) *Cancellation For Cause*: The Arts Center reserves and retains the right to cancel this Agreement (and the Event) if the Company fails to perform any of the obligations set forth herein or appears to be financially insecure or appears to be about to default under the terms of this Agreement. In case of such cancellation, the Company shall reimburse the Arts Center for any and all expenses and damages incurred, and the Arts Center shall demand one hundred percent (100%) of the Base Rental amount.

4) *Capricious Cancellation*: Should the Company secure and contract a date at the Arts Center and at any point beyond the 120th day before the Event decide that the Company desires to cancel the performance *without benefit of a full and responsible marketing campaign actively in place for the sale of that date*, it shall be deemed a capricious cancellation and the Company will be responsible for the full payment of the Base Rental amount, and will be deemed a "bad risk" renter and undesirable for future relationships of any kind.

If the Event is canceled by any of the above-described conditions, the Company agrees that it shall arrange and pay for public announcements concerning the cancellation. Such announcements shall be of a character (e.g., newspapers advertisements, radio and television notices, direct mailings) calculated to inform all interested persons of the cancellation in a timely manner.

Upon cancellation of this Agreement for any of the above reasons, the Company shall promptly remove, at the Company's sole expense, all of its property from the Building within twenty-four (24) hours, or as quickly as weather conditions allow. Should the Company fail to remove its property, the Arts Center shall have the right to confiscate and store the Company's property, and the Company shall pay the Arts Center a storage fee of \$500 per day.

#### 14) ADVERTISING AND PROMOTION

The Company will be responsible for the preparation, placement, and cost of all publicity involving the Event, and will refer to the Event as being at the **Community Arts Center**.

The Arts Center shall have the right to refer to the Event in future attractions, announcements, and literature, and to include such announcements and literature in the mailing of tickets for the Event.

Promotion of an Event at the Arts Center shall not be allowed until a fully-executed Usage Agreement is returned to the Arts Center. All advertising and promotion must refer to the Venue solely as the Community Arts Center and not in any other form. The Company agrees that all advertising appearing in or presented by way of newspapers, radio, telephone, posters, heralds, flyers, brochures, etc., will contain a correct telephone number where the public can call to get accurate program information.

The Arts Center also is able to assist with marketing efforts. Current rates should be discussed with the Director of Marketing, (570) 327-7658.

#### 15) TICKETS

The Company and any of its approved assigns will arrange ticket sales, consignments, distribution, and accounting with the Arts Center's management. The cost of tickets will be borne by the Company unless otherwise dictated in the Usage Agreement. The text and orders for all tickets must be arranged through and approved by the Box Office Manager. All public shows charging admission in any way, shape or form will be required to issue tickets.

General Admission/Festival Seating Policy: The Arts Center does not allow the selling of unassigned seats without the specific, written approval of the Director. The Company understands that, even should such approval be granted, certain seats will not be eligible for general sale, and that seats desired by Seating Priority patrons will take precedent over any general admission sale.

#### 16) ADVANCE NOTICE

The Arts Center provides an advance notice ticketing privilege to its patrons which affords season subscribers who pay an additional fee the opportunity to purchase up to 4 tickets to any event that is scheduled to play at the Arts Center. Advance Notice members are given a two week window prior to the public on-sale date to take advantage of the program and all renters must ascribe to this procedure when scheduling their on-sale dates.

#### 17) COMPLIMENTARY TICKETS

The Arts Center reserves the right to request twenty (20) complimentary seats per performance for its own in-house purposes. It is understood that four (4) of these may be in the Sterling Circle seating section and four (4) may be in the loge section. These seats will be selected and removed from sale by the Box Office prior to the opening day of sales for the Event.

Any and all complimentary tickets needed by the Company must be supplied to the Box Office by written request and authorized by the signatory on the Usage Agreement for the Company. The Box Office will fulfill this request on an as-available basis, immediately upon receipt of such written request.

It is also understood by the Company that the auditorium has seventy-two (72) restricted view seats in its upper balcony which are typically not sold or appear for consideration during the negotiations process with Artists or their representative(s), and that these seats are typically offered to a local council for the blind for use by its constituents. The Company may choose to override this restricted view policy; however, it shall prevail unless otherwise requested by the Company.

18) TICKETING SYSTEM

The Company will use the Arts Center's computerized ticketing system, and all ticketing data, specifications, and/or other requirements will be dictated by the specifications of that system.

19) DISABLED PERSONS

The Arts Center's orchestra section can accommodate up to ten (10) reserved handicapped/wheelchair locations. Should the Company have advance knowledge of patrons requiring such special services, or services in excess of the amount of seats available, the Company must make arrangements with the Arts Center at least forty-eight hours in advance of the Event. Also, handicapped persons, elderly patrons, or those with pulmonary or other heart conditions may not easily be accommodated in the loge or balcony sections, and the Company shall make every effort not to represent these areas of the house as available for handicapped patron sale. The Company will make best efforts to ascertain and report any unusual or special needs seating to the Arts Center.

Hearing assistance systems are available. Arrangements for the issuance of units may be made in advance of the Event through the House Manager.

20) POSTERS/PHOTOGRAPHS/SIGNAGE

The Company may be allowed to mount posters or other advertising signage on Arts Center premises with approval of the Director and with the understanding that areas for such signage will be extremely limited. Display time and method of fastening, attaching, or adhering will be at the discretion of the Director and length of display may not extend for the entire period affected by this Agreement.

21) OBJECTIONABLE MATERIAL

Should the Event contain any materials that may be viewed by any segment of the community as being morally objectionable, the Arts Center reserves the right to require of the Company the inclusion in all advertising of a phrase, acceptable to the Arts Center, that alerts the potential ticket buyer to the nature of the theme or actions.

Also, the Arts Center reserves the right to refuse rental of its facilities to any Company which intends to bring artists or material known to be of an objectionable nature, as described above, or to in any way deemed inappropriate by Arts Center management or its Board of Directors.

22) COMPANY REPRESENTATION

Company will furnish the Arts Center with the name, address, and telephone number(s) of the Company's representative. This representative will be the sole person authorized to make decisions or to negotiate with the Arts Center, or to make on-site decisions, including problems with the Artist(s), conflicts, or necessary alterations, during installation or rehearsal of the performance. This person must therefore be present throughout the course of the day for the Event, the hours for which are detailed in the Usage Agreement. Failure to provide such representative may result in decisions being made on behalf of the Company by the Arts Center that may negatively impact the Company's intentions and final rental billing.

23) COMPANY PERSONNEL AND EQUIPMENT REQUIREMENTS

ASSIGNMENT: The Company understands that it is the Company that is responsible for determining, and thus assigning the Arts Center's Technical Director to hire, the correct number of technical persons required for preparation, load-in, show call, and load out for the Company's Event. The Arts Center's Building Manager shall be available for consultation, as part of the rental fee. Where the Event has calculated specific calls in writing, either as part of the technical rider or in any other written form, the Company will follow these specifications. The Company must furnish the Arts Center's Technical Director with a full copy of the Event's technical rider, with correct contact names and any other pertinent data, as soon as such data is made available to it.

EVENT PRODUCTION STAGE MANAGER: Company agrees to furnish a qualified production stage manager to manage the Event backstage. This person may be either a qualified independently hired person or a bona fide member of the Event's production staff. In the absence thereof, the Company agrees to accept the employment and subsequent cost of such a production stage manager provided by the Arts Center.

TECHNICAL PERSONNEL/EQUIPMENT OPERATION: Only personnel authorized by the Arts Center through its Technical Director will be allowed to operate Arts Center-owned technical equipment, or be allowed to work in any technical capacity associated with the Event's load-in, show call, or load-out. The Company shall have no license to authorize local personnel, including volunteer personnel, in any technical capacity without the prior approval of both the Director and the Technical Director.

All authorized technicians and technical operators, including Artists Tour Personnel, are subject to the direct supervision of the Arts Center's Technical Director. The Technical Director requires that any changes made to the number of stagehands necessary for the proper load-in, show call, or load-out, as deemed necessary by the Event, be so made no less than seven days in advance of the load-in start time. Should less than seven days notice be given, the Technical Director will have the right to bill the Company a non-negotiable penalty payment of \$50.00 per person affected. The Company will be responsible for any cost of labor overruns. The minimum size of the crew will be at the discretion of the Arts Center's Technical Director.

The Arts Center's Technical Director may elect, upon review of the technical requirements of the Event, to procure certain equipment. Cost of equipment rented or procured by the Arts Center for the execution of the Event will be borne by the Company.

The Arts Center may arrange for, at Company's expense, additional stage crew and/or other personnel which the Arts Center may determine to be necessary, particularly if in the estimation of the Technical Director there is concern over the safety, speed, or

appropriateness of approach in installing, operating, or loading out the performance, or in any other area affected by the Company. The Arts Center reserves the right to supervise, through its Director and/or Technical Director, the services of all front-of-house or other publicly-positioned personnel, including representatives of the Company (i.e., their number, appearance, training, etc.).

**SECURITY:** All security must be coordinated with the Arts Center's Technical Director. The Company shall retain security personnel, if deemed necessary by the Director, to protect public order and safety and to protect the interests of the Arts Center. The Director, in his/her reasonable judgment, shall have the final authority in the determination of security staffing requirements. The cost of security personnel or security services shall be borne solely by the Company.

**PUBLICITY:** The Company shall provide the Arts Center with the name of the person or entity responsible for publicizing the Event, and telephone numbers at which that person or entity can be reached during regular office hours and at other times.

24) **INSURANCES**

The Arts Center is covered by a master bond for physical damage. Under this bond, organizations are liable for damages that require property repair or replacement. The Arts Center is not responsible for loss or damage to equipment or property owned by the Company, its agents, employees, assigns, or guests.

The Company shall furnish a certificate of insurance for general liability naming Pennsylvania College of Technology, the Pennsylvania College of Technology Community Arts Center, Inc., their officers, employees and assigns, as additional insured parties for limits of liability no less than:

*Combined Bodily Injury/Property Damage Liability Policy  
in the amount of no less than \$1,000,000 each occurrence*

**The Company shall also provide an Employer's Identification number and evidence of coverage for WORKERS' COMPENSATION insurance for its employees.** Recent changes in the Pennsylvania insurance system require that a certificate for the latter be on file with the Arts Center for annual auditing purposes. The Company agrees that failure to provide such documentation shall not exempt the Company from any and all responsibility to its employees and assigns regarding workers' compensation claims, and Company agrees to indemnify and hold harmless the Community Arts Center, its personnel and assigns for any injury or claim to workers' compensation benefits by any of its employees or assigns. Failure to provide evidence of, or failure to maintain, these insurances may result in immediate termination of this Agreement.

25) **INDEMNITY**

The Company shall indemnify and hold harmless the parties stated in #23 above against any and all claims, demands, causes of action liability, penalties, damages, expenses, and judgments arising out of or by reason of any injury or claim of injury to person or property, of any nature whatsoever, arising out of the specific use, occupation and control of the Arts Center or the entrance ways, corridors and areas immediately adjacent thereto, by the Company, at any time during the term of the Usage Agreement.

The Company is hereby subrogated to any rights of the Arts Center against any other parties whomsoever in connection therewith. The Arts Center shall promptly notify the Company of any claim asserted against the Arts Center on account of such injury or claim of injury to persons or property and shall promptly deliver to the Company the original or a true copy of any summons or other process, pleading or notice issued in any suit or other proceeding to assert or enforce such claim. The Company shall have the right to defend any suit with the attorney(s) of its own selection. The Arts Center shall have a right, if it sees fit, to participate in such defense at its own expense.

The Company further agrees to indemnify and hold harmless the parties stated in #23 above from and against any and all claims, demands, damages, judgments or liabilities (including liabilities for penalties and reasonable attorney's fees) of any nature whatsoever resulting from or arising out of any Event or rehearsal, including but not limited to those resulting from or arising out of a) the unauthorized or unlicensed use of artistic material or intellectual property works of the performing arts in connection with any performances given hereunder, b) any act done or words spoken by Company, its performers, agents, employees or assigns during any such performance, c) any damage done to the Arts Center caused by the act or omission either of Company or any performer, agent, employee or assign of the Company, or d) the breach by the Company of any terms of the Usage Agreement. The provisions of this paragraph shall survive the executive, delivery and performance of the Usage Agreement.

26) **WORKERS' COMPENSATION**

The Usage Agreement shall be void and of no force and effect unless the Company provides coverage for the benefit of, and keeps covered during the life of this Usage Agreement, such employees as are required to be covered by the provision of the Workers' Compensation Law.

27) **DAMAGE/CLEAN-UP RESPONSIBILITY**

The Company shall be responsible for any and all damages to the Arts Center created by its agents, employees, contracted artists/companies, assigns, and guests, whether accidental or otherwise, and agrees to leave the Arts Center in the same condition as when received, ordinary wear and use excepted.

28) **TOBACCO/ALCOHOL/CONTROLLED SUBSTANCES:**

The Company acknowledges that the Arts Center is a smoke-free building, and pledges to ensure that its artists, employees, assigns and guests adhere to this policy at all times that such persons are on Arts Center premises.

Furthermore, the Company understands and acknowledges that the Arts Center is a college-owned facility and thus not capable of allowing backstage or onstage use of alcoholic beverages for incoming companies or artists. The Company further understands and acknowledges that the Pennsylvania Liquor Control Board does not allow the use of alcoholic beverages in public gatherings in the Arts Center's facility except as allowed by conditions of its license with that authority, and that all use of alcoholic beverages must be restricted to purchases through the Arts Center's concessions areas.

Finally, the Company agrees to ensure to the best of its ability that its artists, employees, assigns and guests will neither bring nor use on Arts Center premises any controlled or illegal substance.

29) PARKING:

The Company understands that on-site parking will be limited to access to the loading dock areas for equipment and/or Company loading and unloading, and that all private vehicles must make use of other parking areas, whether on-street or municipal parking, and not use the areas beside or behind the Arts Center. The Company acknowledges that failure to comply with this policy may result in affected vehicles being immediately removed at the owners' sole expense and without prior warning.

30) TIME/INTERMISSION

The auditorium will be opened to the audience not less than one-half (½) hour prior to scheduled performance time. The program will begin at the time printed on the tickets. If the program is one hundred (100) minutes or longer (total time), there shall be an intermission of between fifteen (15) and twenty (20) minutes in length. Exceptions to these time rules must be approved in writing by the Director.

31) PUBLIC AND FIRE SAFETY CODES

The Company shall not encumber or obstruct any traffic access area, including sidewalks in front of or on any side of the Arts Center, its stairs, lobbies, and audience chambers, nor shall Company permit the same to be obstructed or encumbered in any manner. Fire regulations prohibit "standing room" sales or practice in the performance venue. Company further agrees not to bring onto the premises any materials, substances, equipment or object which is likely to endanger the life of, or cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon without the prior written approval of the Director. The Arts Center shall have the right to refuse to allow any such materials, substances, equipment or objects to be brought onto the premises and shall have the further right to require the removal thereof from the premises.

All sets, costumes, props, pyrotechnic equipment, laser lighting equipment and any other materials used by the Company must conform to all existing fire and safety codes. Any provisions of the fire prevention code which prohibits smoking, flammable decorations, open flames and explosive or inflammable fluids, gases and compounds must be observed. Pyrotechnic and laser operators must be certified and hold license and certification in the Commonwealth of Pennsylvania. Packing materials may not be stored in the rented rooms, and Arts Center management retains the right to insist on specific fire prevention measures, including a limit in on-hand supplies and the presence of fire extinguishers if such are deemed necessary.

Permits for the use of pyrotechnics must be obtained by the Company from the local fire department, and the Company understands that this responsibility rests with it and proof of permission must be delivered to the Arts Center's Technical Director not less than four (4) hours prior to performance start-time.

32) INTERRUPTION/TERMINATION/EVACUATION

The Director and/or the Technical Director retain(s) the right to cause the interruption of any Event in the interest of public safety, and to likewise cause the termination of such Event when in the best judgment of the Director and/or the Technical Director such action shall be necessary in the interest of public safety.

Should it become necessary to evacuate the Arts Center because of reasons of public safety, due to fire, unusually inclement weather, public tumult, or Acts of God, the Company may extend its rental time at the Arts Center for such time as is necessary to complete presentation of the Event without any additional rental charge, provided such time does not interfere with use of the Arts Center by another Company. In the event that the Director determines that it may not be possible to complete presentation of the Event, the rental fee may be retained in full, prorated or adjusted, based upon the circumstances surrounding the causes of the interruption, and the Company hereby waives any claim or demand arising out of or by reason of the determination made by the Director.

33) LODGING FORBIDDEN

Neither the Company, nor any other person or persons claiming to be acting for or associated with the Company shall use the Arts Center as sleeping or lodging accommodation, nor may the Company or anyone associated with it use the Arts Center's parking areas for overnight parking or lodging.

34) BROADCAST RIGHTS

The Arts Center reserves all rights and privileges for outgoing radio and television broadcasts originating from the Arts Center during the term of the Agreement. Should such privilege be granted to Company, the Arts Center shall have the right to require advance payment of any estimated related costs incurred by the Arts Center and may also require payment for said privilege in addition to rental fee. Such permission must be obtained in writing not less than 48 hours in advance of performance date. The Arts Center shall receive proper and prominent acknowledgment, including Chyron credit, for granting this license.

35) RECORDINGS

The Company agrees that no recording, either visual or audio, of any duration will be made of the Event covered by the Agreement without prior written approval from the Arts Center. The Arts Center reserves the right to require payment for said privilege. The Arts Center shall receive proper and prominent acknowledgment, including written credit, for granting this license.

36) TELEPHONE CHARGES

Any expenses incurred by the Arts Center for telephone charges made necessary above and beyond pre-day-of-show requirements to properly execute Company's Event will be billed to and paid by the Company as a reimbursable expense. Day-of-show faxes to be received by the Company will also be billed to and paid by the Company as a reimbursable expense. A Production Manager's office is provided backstage with provisions made for credit card long distance calling.

37) ARTISTS CONCESSIONS

The Company has the right to related promotional sales for the Event, including performance programs, recordings, books, and other souvenir merchandise commonly sold or dispensed in conjunction with auditorium performances; however, in consideration of granting the Company this right the Company agrees to pay the Arts Center twenty percent (20%) of gross sales receipts on any and all such sales. The Company agrees to grant the Arts Center the right to prohibit the sale of any and all concessions deemed in the sole opinion of the Arts Center to be inappropriate or offensive.

Should the Company or Artists not be traveling with merchandise for concession sales, the Arts Center reserves the right to procure or otherwise arrange for sale concessions merchandise to the attending public, without participation by either the Company or Artists.

All information relative to the successful setup and sale of concessions by the Artist or Company must be communicated as soon as possible to the House Manager, but not later than 4:00pm or three hours prior to performance (whichever is earlier) on day of performance.

38) OCCUPANCY TIME

Time shall be of the essence of the Agreement and the prearranged timeframes as stated in the Agreement shall not be extended for the occupancy or use of the Arts Center for the installation or removal of equipment without the permission of the Director. All such additional time may be subject to additional rental fees, as determined by the schedule of fees fixed by the Arts Center or its Director, should such permission be granted.

39) CONCURRENT USE/SAME-DAY USE/OFF-LIMITS AREAS

The Arts Center reserves the right to rent simultaneously other facilities or portions of the Arts Center to other licensees, provided that the concurrent use of lobby vestibules, hallways, box office, lounges and other public rooms and facilities by such other Companies shall not unreasonably interfere with the Company use of the Arts Center. Also, the Arts Center reserves the right to schedule additional activities in spaces affected by the Agreement with the Company, provided that such usage does not in any way affect the Company's load-in, performance, or load-out schedule, or in any way compromise its stage setup, set pieces, properties, etc.

The Company understands and acknowledges that the Company shall have no right whatsoever to have access to or use the following areas of the facility, unless such usage is ensured through the terms of the Usage Agreement: Third-floor offices, fourth-floor offices, penthouse machine/mechanical rooms, basement mechanical rooms and storage areas, and Patrons Lounge.

40) STAFF RIGHT TO ENTRY

Where performing an official function of the Arts Center, Arts Center staff and assigns shall have the right to enter any part of the Arts Center premises at any time.

41) FUTURE ATTRACTIONS

The Arts Center reserves the right to distribute to the audience announcements and literature concerning future attractions to be held at the Arts Center, whether or not the attractions are under the auspices of the Company.

42) GUESTS OF HOUSE

The Arts Center reserves the right to include up to twelve (12) Guests of House in any "meet and greet" opportunities allowed other members of the audience. The Arts Center will give notice through its Technical Director not later than one hour prior to performance start time as to whether it will exercise this option, and give a fair estimate of the number of Guests to be expected. **Failure to provide for Guests of House under the above circumstances will result in a \$100 fine to the Company.**

43) OPEN REHEARSALS

Any rehearsal at which more than twenty-five (25) non-production personnel are in attendance may be considered an Open Rehearsal Performance, and may be subject to an additional rental fee, to be levied by the Director.

44) STAGE UTILIZATION

The Company will not permit or cause to permit seating on the stage, stage wings or in the aisles when Artists are performing on the stage. The sole exception to this restriction is when the audience is a planned and integral part of the performance, and knowledge of that is shared with and agreed to in advance by the Technical Director and Director.

45) FOOD/BAR CONCESSIONS

The Arts Center reserves the right to operate, license or permit others to operate during the term of the Agreement, any and all food and bar concessions at or in the Arts Center not specifically granted to the Company. The Arts Center reserves the right to use such areas as are, in its opinion, necessary for such concessions and will determine which concession will be in operation during the period of this Agreement. Where written permission is granted to Company to operate a nonfood or beverage concession of any

kind, the Arts Center reserves the right to receive 20% of the gross sales. No samples of food, beverage, or any other product may be given away or otherwise distributed without the prior written approval of the Director.

All food and beverage service, including catering and concession stands operated in and by the Arts Center, must present current Health Certification and/or a Liquor License in force for the date of the Event. It is understood that the serving of alcoholic beverages is restricted to areas of the building approved by and licensed through the Pennsylvania Liquor Control Board, and that positively no exceptions may be made, even if the intent is to distribute alcoholic beverages without charge to the consumer. All alcoholic beverages distributed at the Arts Center must be purchased by and distributed through the Arts Center only, by virtue of the Arts Center's license with the Pennsylvania Liquor Control Board.

46) UNION NOTIFICATION:

If any member of the Company is to perform music and is a member of the American Federation of Musicians, the Company agrees to ensure that any and all such Company members notify that Union's local office, which is Local 269, 2720 Walnut Street, Harrisburg PA, 17103, (717) 234-8400.

47) NON-DISCRIMINATION POLICY PROVISIONS:

During the performance of this Agreement, the Company agrees to all of the following additional provisions:

a) The Company will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability, or marital status or sexual preference.

b) If directed to do so by the Commissioner of Human Rights, the Company will send each labor union or representative of workers with which the Company has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the Company's Agreement under clauses (A) through (G) [hereinafter called "non-discrimination clauses"]. If the Company was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the Company shall request such labor union or representative to furnish a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, national origin, age, disability, or marital status or sexual preference, and that such labor union representative will cooperate within the limits of its legal and contractual authority, in the implementation of the policy and provision of these non-discrimination clauses and that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Company shall promptly notify the State Commissioner of Human Rights of such failure or refusal.

c) If directed to do so by the Commonwealth of Pennsylvania, the Company will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the Commonwealth of Pennsylvania setting forth the substances of the provision of clauses (A) and (B) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.

d) The Company will state, in all solicitations or advertisement for employees placed on behalf of the Company that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability, or marital status or sexual preference.

e) The contract will comply with the provisions of Sections 290 - 299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discriminatory clauses and such sections of the Executive Law, and will permit access to the Company's books, records and accounts by the State Commission for the purpose of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

f) The Company agrees to exonerate and hold harmless the Arts Center, its Board of Directors, employees and assigns, should it be found out of compliance with the above-referenced non-discriminatory policies and statutes.