



VELMA V. MORRISON CENTER FOR THE PERFORMING ARTS LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, by and between BOISE STATE UNIVERSITY, hereinafter called "Licensor," and _____, hereinafter called "Licensee," whose address is _____.

1. Premises. That in consideration of the covenants and agreements herein expressed and of the faithful performance by the Licensee of all such covenants and agreements, the Licensor does hereby demise and license to the Licensee and the Licensee does rent and take as Licensee only those parts of the premises located on the campus of Boise State University, Boise, Ada County, Idaho, more particularly described as:

1. Morrison Center for the Performing Arts: _____ Event: _____
a. Morrison Center Main Hall (2010 seats). _____ Performance Time(s): _____

2. Term. The term of this license commences at _____ o'clock on the _____ day of _____ or as follows: _____

3. Rental Payment. The Licensee hereby covenants and agrees to pay rent to the Licensor at its administrative offices for the use of said premises in the amount of _____, plus _____ percent of the net receipts, to be paid in the following manner and on the basis and terms set forth below:

4. Performance Deposit. Licensee agrees to post a non-refundable performance deposit of _____, either by _____ company check or by a duly accredited bonding company. This deposit is due at time of signing and shall accompany this contract.

5. Personal Services and Payment. Licensor will designate and furnish at Licensee's expense the persons necessary to perform the functions contemplated within Paragraph 8, below. Payment rates for such persons are designated in the schedule of rates attached hereto and incorporated herein by reference.

6. Overtime. Licensee shall pay to Licensor as additional rental the sum of _____ for each hour or fraction of an hour of use or occupancy of the premises by Licensee, its patrons or customers beyond the hours set forth in Paragraph 2, above.

7. Tickets-BSU Control. If tickets are sold in connection with Licensee's use of the premises, Licensor shall have sole supervision over the sale and collection of all tickets at such places as Licensor, in its sole discretion, deems appropriate. Licensee may request that ticket sale privileges be extended to additional persons and if Licensor grants the request, then Licensee assumes all responsibility for collection of unsold tickets or of funds from the sale of tickets from such persons and will be liable to Licensor for the value of all tickets so distributed. Licensee will pay Licensor for ticket sale services at the following rate:

Ticketing Fee collected at time of settlement for comps, season, and pulls are _____ **each.** Licensor shall have the complete right to custody and control of all monies received from the sale of tickets wherever sold and admission fees wherever received. All such monies shall be the rightful property of Licensor for the purposes of applying same in accordance with the terms and conditions of this agreement toward payment of rent and other charges due or to become due to the Licensor for purposes described in this agreement. Licensor shall have the right to set-off against monies collected by Licensor from the sale of tickets any amount owing to Licensor by Licensee for personnel, services, equipment and any other costs covered in Paragraph 5 above and Paragraph 8 below, and incurred by Licensor as a result of Licensee's use of the licensed premises.

All tickets must be printed at the direction of the Licensor and upon printing must be delivered to Licensor with an accurate printer's manifest, properly verified by the ticket printer. No tickets will go on sale until the manifest has been further verified by Licensor. The number of tickets printed will not exceed seating capacity as negotiated.

Ticket prices will include a six percent (6%) State Admission Tax, unless Licensee secures an exemption in writing from the State of Idaho.

All complimentary admission tickets in excess of five percent (5%) of the total daily paid admissions shall be deemed paid admissions and valued at the highest manifested ticket price per ticket for purpose of computing the percentage rental due Licensor.

Immediately upon the close of the box office, Licensor shall tabulate ticket sales and receipts and then prepare an invoice reflecting rental, ticket service charges and all other charges to Licensee. Licensee agrees that all funds from the sale of tickets are the property of Licensor and that payment to Licensee under the terms of this Agreement is not to be made from the proceeds of ticket sales but from the general funds of the Morrison Center in such amounts as are otherwise determined by this agreement.

8. Operating Personnel, Services and Equipment. The Licensor shall furnish for the premises licensed, customary heating, non-theatrical lighting and air conditioning. Licensor shall provide additional personnel and services in connection with Licensee's use of the premises, as may be required by Licensor or Licensee including, but not limited to, operation manager, a house engineer, EMT personnel, a receptionist, ticket sellers, ushers, gatemen, doormen, program and novelty salesmen, stagehands, guards, traffic controllers, custodial and Morrison Center security personnel including the services of standby firemen assigned to the Morrison Center by Licensor. Licensor shall also provide such equipment at Licensee's expense as Licensee shall timely and reasonably designate at rates specified on the Schedule of Rates, attached hereto and incorporated by reference. Equipment may include but is not limited to such items as the electronic message center, the public address system, special electrical uses or rigging.

Addendum #

9. Novelties/Concessions. The Licensor reserves to itself or its assigned agents the sole right: (1) to sell or disburse programs, periodicals, books, magazines, newspapers, soft drinks, flowers, candies, food, novelties or any related merchandise commonly sold or dispensed in auditoriums; (2) to rent and/or sell opera glasses, cushions and similar articles; (3) to take and/or sell photographs with the approval of artist; (4) to operate any checkrooms and the parking lots used in connection with the premises; and (5) to cater and/or serve all foods prepared and/or served on the premises including but not limited to receptions, breakfasts, luncheons and dinner banquets. In the event Licensor grants Licensee the right to sell, disburse, or operate any or all of the items set forth in (1)-(5) above, Licensee shall pay Licensor for said grant an amount equal to % of the gross receipts from said sales or operations.

10. Custody of Property. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises by or for Licensee, Licensor shall act solely for the accommodation of the Licensee and neither the Licensor nor any of its agents or employees shall be a bailee or liable for any loss, damage or injury to such property.

11. Lost and Found. The Licensor shall have the sole right to collect and to have the custody of articles left in the building by persons attending any performance or event given or held in the demised premises, and neither the Licensee nor any person in the Licensee's employ shall collect or interfere with the collection or custody of such articles.

12. Advertising. Licensor will receive full advance information as to the nature and content of any performance, exhibit, entertainment, or advertising relating to Licensee's use of the Morrison Center. Licensee agrees that no such activity, or part thereof, shall be given or held if Licensor makes written objection to same on the grounds of violation of any law, Licensee's inability or failure to uphold event advertising claims, or violation of any terms and conditions relative to the nature and general content of Licensee's use of the Morrison Center at the time of completion of this Agreement.

Any advertising, whether television, newspaper, program, poster, outdoor, transit or other print advertising, must utilize the Morrison Center logo which will be provided by and available from the Licensor. You can download Logo from mc.boisestate.edu (There is **NO** www in the address) Once on site Click on downloads. All advertising and promotional material for public events including, but not limited to, newspaper, television, radio, posters or brochures, must contain ticket or admission prices, unless otherwise specified by the Licensor.

13. Public Announcements. Licensor reserves the right to make public announcements during intermissions and other such times as will not unreasonably interfere with Licensee's performances. Said public announcements may relate briefly to "future attractions" at the Morrison Center or to the welfare and safety of those attending the performance. Licensee is prohibited from making public announcements, other than those which pertain to the event for which this agreement is made, without prior written approval of the Licensor. Licensee agrees to submit in typed form all public announcements which Licensee intends to make. Licensee will not make any public announcements in connection with a performance in other locations which Licensor, in its sole discretion, considers to be in competition with the Morrison Center, without Licensor's written approval.

14. Right to Inspect. The Morrison Center shall at all times be under the control of Licensor which shall have the right at all times to enter the premises to examine the same and to perform Licensor's duties.

15. Default. It is agreed that if Licensee shall fail, neglect or refuse to keep and perform any of the covenants, conditions or agreements contained in this license, Licensor may terminate the same without liability to Licensee therefore and without releasing Licensee from its liability to pay the full amount of rent provided for herein. Licensee will given the right to remedy any alleged default before subject to termination of this agreement.

16. Production Requirement. Licensee shall file with the Licensor, at least **fourteen (14) days prior** to the event which is the subject of this license, a full and detailed outline of Licensee's requirements for the facilities to be used, including but not limited to all stage, sound, lighting, chair or table setups, and such other information as may be required by the Licensor concerning such event. All public address or sound reinforcement requirements shall be submitted to Licensee not later than **two (2) weeks prior** to the performance and are subject to approval.

17. Property Restriction. Licensee shall not use or permit the premises to be used for any purpose other than that set forth hereunder. Licensee further covenants and agrees:

a. To keep aisles, corridors, passages, vestibules, trails, elevators, stairways and escalators free and clear of obstructions and shall not use these areas other than for ingress and egress;

b. To refrain from injuring or defacing the premises or any part thereof and not to drive or permit others to drive nails, hooks, tacks, or screws into any part of the premises or furnishings located therein or to apply tape or other materials to the walls;

c. To make no alterations in the authorized areas;

d. Not to use or permit the use of flammable tissue paper, crepe paper, or materials for decorative purposes or any combustible liquid or substance unless the same has first been approved by the Boise Fire Department; and

e. To provide an intermission of not less than twenty (20) minutes during every public performance which is in excess of one hour duration, except religious services.

This requirement is subject to modification by the Executive Director when necessary to meet unusual conditions.

18. Broadcast. The Licensee will not broadcast nor permit anyone else to broadcast, over any radio or television station, any event, program, speech or music of any kind whatsoever, or any part thereof, produced on the premises, unless and until the Licensor shall have given its written permission therefore. If any of the conditions of such written permission are violated, the Licensor, at its option, may at any time stop such broadcasting. Recordings, videotapes or transcriptions of performances shall not be made without the written permission of the Licensor. Under conditions where warranted, the Licensor shall determine fees to be paid to the Licensor for any rights running to the Licensee to make a broadcast, videotape or recording of the covered event. Such fees shall be agreed upon between Licensor and Licensee as a prerequisite to any such action. If Licensee makes a request as herein provided, such request shall be in writing and shall include a release of Licensor and indemnify and hold Licensor harmless against any and all claims for loss or damage for the use made of the subject material.

19. Lawful Activity. In carrying out its obligations under this license, Licensee shall comply with all rules, regulations, laws and ordinances of the United States, the State of Idaho, the City of Boise, Boise State University and those established by the State Board of Education, and Licensor for the Morrison Center. The Licensee shall have the responsibility for obtaining all permits or licenses required of it by the laws, ordinances, rules and regulations of the City of Boise or the State of Idaho.

20. Compliance with Laws. The Licensee will not do, nor suffer to be done, anything on the premises or parking area adjacent thereto in violation of any laws, ordinances, rules or regulations. If the attention of the Licensee is called to any violation on its part, or of any person employed by it or admitted to the Morrison Center parking area, the Licensee will immediately desist and correct the violation. The Licensee shall be responsible for, and shall pay, all taxes, charges, fees, licenses and permits, whether federal, state, county, or city, due on account of its business and other permitted activities engaged in under this Agreement.

21. Insurance. Licensee shall furnish the Licensor not less than **thirty (30) days in advance** of the term of this license a certificate showing that there is in force a policy of commercial comprehensive liability insurance in which the Licensee is named as an insured and the Licensor (Velma V. Morrison Center, Boise State University and the State of Idaho) listed as an additional insured with a minimum policy limit of \$1,000,000 for personal injuries, including death; and \$3,000,000 in aggregate for all property damage arising in any way out of the activities contemplated in this license. This policy is intended to be primary to and not contributory with any other insurance maintained by or on behalf of the State of Idaho or Boise State University or the Morrison Center. The presence of policemen, firemen, medical personnel, inspectors or representatives of the Licensor shall in no event diminish or affect the duties, obligations or responsibilities of the Licensee hereunder. Licensee waives any right of subrogation against Licensor in connection with any insurance proceeds received by or due to Licensor. Licensee shall also furnish to Licensor a Certificate of Insurance showing Licensee is covered by a workers compensation policy for any employees of Licensee who may be employed or otherwise working for Licensee in connection with Licensee's proceeding under the terms of this agreement.

22. Indemnification. Licensee agrees to conduct its activities upon the premises so as not to endanger any person thereon and to indemnify and save harmless the Licensor and the Morrison Center against any and all claims for loss, injury or damage to persons or property, including claims of employees of the Licensee, or Licensee's contractors or subcontractors, arising out of the actions or activities conducted by the Licensee, its contractors, subcontractors, agents, employees, members or guests. Licensee will not do or permit to be done anything therein or thereon which will in any way conflict with the conditions of any insurance policies insuring the premises or any part thereof against loss. If requested by Licensor, Licensee agrees to defend, at Licensee's expense, Licensor, and its directors, officers and employees, against any or all claims or liability described in this paragraph.

23. Assumption of Risk. The Licensee assumes the risk of any loss or damage to its property or the property of any person or entity authorized by it to be in the Morrison Center. The Licensor, and its officers, agents and employees, shall not be responsible or liable for any loss of, or damage to Licensee property while in the Morrison Center regardless of how the loss or damage is sustained. Nothing in this Agreement shall be construed so as to increase or to extend liability under sections 6-901, et seq., Idaho Code.

24. Liens. The Licensee agrees to pay promptly when billed by the Licensor any reasonable costs, expenses and other charges incidental to the use and occupation of the premises and to save the Licensor harmless from and indemnify it against any such costs, expenses and charges and from and against all claims, demands and liens of whatever character arising by reason of contract, express or implied, or negligence, or any other act or omission on the part of any person, firm or corporation other than Licensor, including all costs, expenses, and attorney's fees incurred by Licensor in connection with any asserted claim, demand, or lien. Licensor and Licensee has, at all times, final approval and control over any decision or decisions related to the cancellation of a performance and/or decision to refund should developments, other than those previously mentioned, warrant. In the event of the cancellation of any performance or event relating to this Agreement, purchasers of tickets therefore shall have a period of time **not to exceed sixty (60) days** to apply to Licensor for a refund of the purchase price. Thereafter, all funds generated from ticket sales and not refunded shall remain the property of Licensor.

25. Copyright. The Licensee agrees to assume full responsibility for complying with the Federal Copyright Law of 1978 (17 U.S.C. § 101 *et seq.*) and any regulations issued thereunder, including but not limited to the assumption of any and all responsibilities for paying royalties which may be due for the use of copyrighted work in Licensee's performance or exhibitions.

Licensee further agrees to furnish to Licensor, upon demand, proof of authorization of use by copyright owners or their representatives and, if unable to do so, hereby grants to Licensor the right to withhold a reasonable amount of those amounts due to Licensee in order to hold Licensor harmless from any and all said claims, losses or expenses incurred with regard thereto.

26. Licensee's Assurance. If the Licensee is a promoter of the event which is the subject of this agreement, then the Licensee hereby certifies and guarantees that it has a valid and properly executed contract with the performer(s), exhibitor(s), or other person(s) whose services form the basis for Licensee's license of the Morrison Center and prior to performance, Licensor may require Licensee to furnish Licensor with proof of Licensee's ability to make such payment. Proof of Licensee's ability to make such payment must be in the form of cash or a certified check in the amount to be due to performer(s), exhibitor(s), or other person(s) from Licensee under its contract and such proof shall be provided to the Licensor not later than **three (3) working days prior** to the commencement of the term hereof.

27. Property Rights. Unless otherwise authorized by the Licensor, all plumbing, electrical or carpenter work required to be done on the premises of the Morrison Center in connection with the Licensee's use (except as required for normal heating, air conditioning and lighting) shall be done or furnished by the Licensor for which the Licensee shall pay the Licensor in addition to any other rentals or fees required of the Licensee. Any special facilities or extra services furnished or required by the Licensee shall be agreed upon in advance by the parties hereto and payment for such items shall be agreed upon and shall not be a part of the amount specified in paragraph 8, above.

28. Assignment. The Licensee shall not assign this license or any rights hereunder, and any attempt to sell or assign this license or any rights hereunder shall thereby terminate this agreement. In such event any and all payments that shall have been received by the Licensor hereunder shall be deemed to be the property of Licensor and in addition thereto Licensee shall be liable to the Licensor for any and all damages occasioned by the attempted assignment.

29. Charitable Collections. No collections, whether for charity or otherwise, shall be made, attempted, or announced on the premises without the prior written consent of the Licensor.

30. Ingress/Egress. All articles, exhibits, fixtures, materials, displays, and staging, lighting and sound equipment of the Licensee shall be brought into or taken out of the building only at such entrances/exits as may be designated by the Licensor.

31. Failure to Take Possession. If the Licensee shall fail for any reason within its control to take possession of or use the premises covered by this license for, reasons other than Force Majeure, no rent refund shall be made, and the full rent called for by the license, including any disbursements or expenses incurred by Licensor in connection therewith, shall be payable immediately to the Licensor by the Licensee as liquidated damages and not by way of penalty.

32. Cancellations. The Licensee must give written notice of cancellation at least _____ days prior to the commencement of the term of this agreement. If cancellation happens after the aforementioned date the Licensor agrees to pay full rental service charges.

33. Interruptions. Licensor shall retain the right to cause the interruption of any performance in the interest of public safety, and to likewise cause the termination of such performance when, in the reasonable judgment of the Licensor, such act is necessary in the interest of public safety. In such event, Licensee waives any and all claims for damages or compensation from Licensor.

34. Circumstances Beyond Control. In the event the Morrison Center or any part thereof shall be destroyed or damaged by fire or any other cause which shall render the fulfillment of this license by either party impossible including, but without limitation thereto, the requisitioning of the premises by any governmental agency, or by reason of labor disputes between the Licensor and its employees, agents, contractors or subcontractors, then this license shall terminate and the Licensee shall pay rental for said premises only up to the date of such termination. Each party hereby waives any claims for damages or compensation it may have against the other should this license be so terminated. If termination occurs before Licensee takes control of said premises the Performance Bond will be refunded in full.

35. Force Majeure. Neither the Licensor or Licensee nor its agents shall be held liable for any damage arising from the cancellation of an event due to acts of God, war, civil unrest, homeland security issues or other conditions not in the control of both parties.

36. Medical Services-Ambulances. It is further agreed that if Licensee or its agents, representatives, managers, employers, players, performers, or participants in or about the Morrison Center during the term of this license shall at any time accept or use the services of a physician or surgeon, or accept or use an ambulance service in connection with any injury or sickness occurring to any aforementioned person while within or about the Morrison Center during the term of this license, even though such service or services be made available or be obtained through the Licensor or any of its agents or representatives or equipment and will hold the Licensor harmless from all responsibility or liability except to the extent arising out of negligence or willful misconduct of licensor, its agents, employees, or representatives.

37. Controlled Beverages and Catering. The service, sale, consumption, possession, importation, or transportation of intoxicating beverages must be obtained through University Food Services within the Morrison Center. The University Food Services has exclusive rights for all catering and will have the right to bid on all items. However, if the Licensee rejects the bid and choose an outside caterer they must furnish original invoice and will be billed for 10% of the total food bill. This fee is due at settlement.

38. Removal of Property. In the event Licensee fails, neglects or refuses to remove its property from the authorized areas of the Morrison Center or adjacent parking lots and driveways promptly upon a termination for default or after the time specified for removal thereof, said property shall be deemed abandoned and the Licensor shall have the right to remove, place in storage or otherwise dispose of any such property at the sole cost and expense of the Licensee. Licensee hereby irrevocably constitutes and appoints the Licensor as its special attorney-in-fact to do and perform all acts necessary in removing, storing and disposing of said abandoned personal property and to execute and to deliver a bill of sale therefore.

39. Sound Pressure Level Restriction. Licensee agrees that SPL levels produced by artists and/or contracted sound reinforcement company during performances in the leased premises shall not exceed **85 dB SPL** in or between the frequency bands of 1,000 Hz to 4,000 Hz as indicated on a calibrated real time analyzer, at slow integration, with the microphone located at rows I & J. For the first violation of this provision, Licensor may assess a penalty of two (2) percent of the gross, after taxes. The penalty for each successive violation shall increase in increments of an additional one (1) percentage.

40. Situs. The situs of this license is Boise, Idaho, and any action, claims, suits or disputes arising hereunder shall be governed by the laws of the State of Idaho. Should Licensor commence suit against Licensee under the terms of this license because of Licensee's breach thereof, Licensee agrees to pay Licensor's reasonable attorney's fees, costs and expenses if it is determined by a court of law the Licensee is in fact, in breach.

41. Paragraph Headings. The paragraph titles herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

42. Construction of Agreement. Time, and especially time of payment of monies due from the Licensee, shall be of the essence in this Agreement. Nothing herein shall be construed so as to make Licensee the agent, employee or representative of Licensor for any purpose.

43. Waivers and Modifications. No waiver of any provision hereof, other than paragraph _____, shall be effective unless stated in writing and signed by the Licensor and Licensee. No such waiver shall constitute a waiver of the same provision on a subsequent occasion nor of any other provision of this license. This Agreement, with items incorporated by reference, shall constitute the entire agreement between the parties, **unless modified in writing** and executed by Licensor and Licensee.

44. Force and Effect. This license shall have no force or effect unless executed. The original hereof shall be delivered to the Licensor. Licensee covenants and agrees that its failure to fully perform all covenants, conditions and agreements hereunder shall excuse Licensor's continued performance.

45. Severability. Every provision of this Agreement shall be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this agreement.

46. Compliance with Americans with Disabilities Act Title II. The Morrison Center is responsible for the permanent building access requirements; such as, but not limited to, wheelchair ramps and seating accessibility, elevator standards, restroom standards, internal hallways, all doorways and assistive listening devices. The licensee or show management is responsible for all non-permanent accessibility requirements, such as, but not limited to, sign language interpreters, event signage and other auxiliary aids. The Center shall make good faith efforts to assist the licensee in meeting ADA requirements.

Licensee has read and agrees to all procedures, policies, regulations and any addenda concerning the operations of the Morrison Center.

THIS LICENSE IS VOID IF NOT EXECUTED AND RETURNED TO THE LICENSOR BY LICENSEE BY THE _____ DAY OF _____,

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Licensee

STATE OF IDAHO
BOISE STATE UNIVERSITY

The Velma V. Morrison Center for the Performing Arts

By: _____

By: _____

Title: _____

Title: Jan Allan Zarr - Executive Director