

**LICENSE AGREEMENT
FOR USE OF THE
PERFORMING ARTS CENTER**

This license agreement is by and between Los Alamos Little Theatre Inc. (hereafter called LALT), and the licensee identified in Section 13 hereof.

WITNESS THAT:

1. Property Description.

For and in consideration of the covenants and agreements hereinafter contained and the fee hereinafter provided, LALT does hereby grant to the licensee a license for the use and occupancy of that portion of the County-owned building known as the Performing Arts Center located at 1670 Nectar St., Los Alamos, New Mexico, specified in Section 13 (Specifications) hereof, together with the LALT property located therein (hereafter called the "premises").

2. Use of Premises.

- a. The Licensee shall use the premises during the period and for the purpose specified in Section 13 (Specifications) hereof. Neither LALT nor the County of Los Alamos has made any determination regarding the legality of the proposed use of the premises. The Licensee warrants that such use will in no way conflict with the laws of the United States of America, the State of New Mexico, or the County of Los Alamos.
- b. The Licensee shall exercise due care and diligence in the protection of the premises, and shall not make or allow waste or damage thereto. The Licensee shall make every attempt to conserve utility expenses. At the close of each scheduled use, Licensee shall follow the posted shut-down procedures prior to leaving the premises.
- c. The Licensee shall not move, use, or handle in any way set pieces, props, costumes, lighting instruments or any equipment or other materials on the premises without explicit permission from LALT.
- d. The Licensee shall obey and comply with all posted rules, regulations, and instructions of the County and LALT pertaining to the use and occupancy of the premises. Smoking is not permitted in any part of the building.
- e. The Licensee shall not hold LALT liable for loss or damage to personal property left on the premises.

3. Consideration.

- a. The Licensee shall pay to LALT those fees specified in Section 13 (Specifications) hereof. Those fees labeled "performance" must be received thirty (30) days prior to the scheduled performance. Other usage fees must be received by the first of the month for all such scheduled usage during that

month, unless otherwise specified in Section 13 (Specifications). Payment should be made to LALT at P.O.Box 211, Los Alamos NM 87544.

- b. In the event of a change in the condition of the premises between the time of inspection and the time the premises are to be used by the Licensee, or in the event of an interruption in use of the premises caused through no fault of the Licensee, or in the event of termination under the provisions of Section 9 (Cancellation) hereof, the fee hereinafter provided or a pro-rated portion thereof shall be refunded to the Licensee. In such event, the making of such refund will be the sole liability of LALT.

4. Utilities and Services.

- a. Subject to the availability of supply, LALT shall furnish utilities to the premises, however LALT shall not be liable to the Licensee for any loss or damages due to their interruption.
- b. No janitorial services will be supplied to the Licensee by LALT except for "Performance Usage" as defined in Section 13 (Rate Definitions) or as expressly set forth in Section 13 (Specifications). LALT reserves the right to charge and the Licensee agrees to pay the reasonable cost of such janitorial services as may be necessary because of the Licensee's failure to restore the premises to good condition upon completion of a scheduled use.

5. Damage to Premises.

In the event of destruction, loss, removal of, or damage to the premises caused by negligence or willful act of the Licensee or its invitees, the Licensee shall immediately notify LALT and repair or replace such property. If the premises are destroyed in whole or in part by fire, the Licensee shall be liable for damages only if the fire was caused by the willful act or gross negligence of the Licensee or its invitees. If the Licensee fails or refuses to repair or replace damaged property, LALT may make the necessary repair or replacement and the Licensee shall pay the reasonable cost thereof.

6. Deposit.

At its discretion, LALT may require the Licensee to pay a deposit which may be applied towards liability incurred by the Licensee under the terms hereof. If liability has not been incurred by the Licensee, the deposit shall be returned at the expiration of the terms provided hereunder.

7. Liability Insurance

The Licensee must provide LALT evidence of liability insurance coverage of at least one million dollars. LALT must be listed as "additional insured" (not just certificate holder) for the policy. An original certificate of insurance must be submitted to LALT at least one week prior to any use of the premises.

8. Save Harmless.

The Licensee acknowledges that an inspection of the premises has been made and that the premises are in a good and safe condition for the use contemplated hereunder and accepts the premises in an "as is" condition without warranty, express or implied. The Licensee agrees to assume all risks of damages or injuries, including death, to property or person used or employed on or in connection with their activities in the theatre, and all risks of damages or injuries, including death, to any persons or property wherever located, resulting from any action, omission or operation under the contract or in connection with there use, whether such action, omission or operation is attributable to the Licensee, any of its sub-contractors, any material supplier, anyone directly or indirectly employed by any of them, or any other person. Licensee shall indemnify, hold-harmless and defend LALT, their employees, agents, servants and representatives, from and against any and all claims and demands of whatever nature, regardless of the merit thereof, which may be asserted against the group or on account of any such damages or injuries, including death, whether or not such damages or injuries, including death, are caused in part by the negligence of the Group and/or Contractor, their employees, agents, servants, or representatives, provided, however, that LALT shall not be obligated to indemnify Licensee hereunder for any damages or injuries, including death, caused by or resulting from the sole negligence of Licensee and/or Group.

9. Cancellation or Revision of Agreement.

- a. This agreement may be terminated by either party with thirty (30) days written notice. Any such cancellation notice by the Licensee must be made to an LALT Use Committee member.
- b. LALT reserves the right to cancel and refund payment for any date scheduled by the Licensee with thirty (30) days written notice. It is LALT's policy not to preempt scheduled times except in dire need, and all such cancellations must be approved by LALT's board.
- c. The Licensee may petition a Use Committee member for rescheduling or cancellation of individual dates reserved in Section 13 (Specifications) of this agreement. Cancellation requests will be honored with seven (7) days advanced notice. Up to three additional or replacement dates may be authorized by a Use Committee member, but only in emergency (time-critical) situations. Numerous or non-emergency alterations to the dates and times specified in Section 13 (Specifications) must be approved by LALT's governing board.

10. Assignability and Subletting.

The Licensee may not assign or sublease any interest in the premises without the prior written consent of LALT.

11. Default.

The Licensee shall be in default of this agreement if the Licensee fails to fulfill any obligation or term of this agreement by which the Licensee is bound. Subject to

any governing provisions of law to the contrary, if the Licensee fails to cure any financial or other obligation within seven (7) days after written notice of such default, LALT may take possession of the premises without further notice and without prejudicing LALT's rights to damages. In the alternative, LALT may elect to cure any default and the cost of such action shall be added to the Licensee's financial obligations under this lease. The Licensee shall pay all costs, damages, and expenses suffered by LALT by reason of the Licensee's defaults.

12. Rate Definitions.

Section 13 (Specifications) declares the specific fees that the Licensee shall pay to LALT as compensation for use of the premises and/or LALT property. This section defines terms that may be used in section 13 to designate specific usage rights and obligations..

Performance Usage

- Includes use of the auditorium, stage, green and makeup rooms, and lobby.
- Risers will be put down with chairs and tables set as requested.
- Full use of lighting, sound system, and basic stage cyclorama draping allowed.
- Restrooms and auditorium cleaned by LALT.
- A session consists of up to six contiguous hours.

Class, Rehearsal, and/or Set Construction Usage

- Use of the stage, workshop, and/or the auditorium floor.
- No auditorium seating provided. (Risers up.)
- No use of lighting, sound system, or stage draping (but see note below).
- Restrooms and stage/auditorium areas as is.
- The licensee must reserve sufficient time for all preparation and clean-up.

(Stage equipment note: The Licensee is licensed to "set" lights for scheduled performances during non-performance reserved periods, but may not rehearse with the stage lights, sound system, and stage draping until the week prior to such a performance, unless otherwise arranged by LALT.)

13. Specifications

Amount of cash deposit from Licensee to LALT required: _____

Date received: _____ By: _____

Certificate of liability insurance naming Los Alamos Little Theatre Inc. as "additional insured":

Date verified: _____ By: _____

Other: _____

Date: _____ By: _____

