CARPENTER PERFORMING ARTS CENTER
California State University, Long Beach Foundation
FACILITY LICENSE AGREEMENT

31161

1) **Parties and Event Specifics:** This License Agreement is between California State University, Long Beach Foundation/Richard and Karen Carpenter Performing Arts Center (herein called "Foundation"), and

Organization: City of Long Beach

Address: 400 West Broadway

City & State: Long Beach, CA 90802

Phone: (562) 570-7098 Fax: (562) 570-7040

Tax I.D. /S.S. #: 95-6000733

Representative: Karen Owens

(herein called "User"). Foundation hereby grants the User a non-exclusive license with permission to use the **Stage, Auditorium, Backstage, Lobby, Terrace, Shop, Wardrobe Room, Orchestra Pit, and Dressing Rooms** in the Carpenter Performing Arts Center (herein called the "Facility") for the sole purpose of presenting **"Annual Police Awards Ceremony 2009"** (herein called the "Event") on the date(s) and at the time(s) listed below.

Day(s):	**Date(s):**	**Curtain or Starting Time:**
Wednesday	6/17/09	5pm

2) **Load-In/Out Dates:** Load-in (delivery of User's materials, sets and equipment and set-up for User) period shall **begin at 2pm on 6/17/09** and load-out (removal of User's materials, sets and equipment and restoration of Facility to preload-in condition) shall be **completed by 11:59pm on 6/17/09.**

3) **Use of Facility:** The application of this agreement acknowledges that the Foundation's use of the Facility is for non-campus activity.

4) **Contract Fee Terms and Schedule:** User agrees to pay Foundation the fees outlined below:

   a) The amount of **$1500** as a facility license fee for the use of the Facility, to be paid with the return of this signed Agreement.

   b) The amount for estimated labor, equipment use, expendables and other costs as outlined in Attachment B, to be paid 30 days after receipt of Attachment B, but no later than 30 days before the event. Attachment B will be sent separately following the production meeting.

   c) The Capital Supplemental Fee (CSF) of $200 will be charged for each day (whether or not there is a performance or activity) within a license period in which a User, their personnel, property, and/or equipment are present in the facility, unless CPAC is able to accommodate another event. These fees will create a fund for future improvements and repairs to the facility.

   d) If, at contract signing, the event is fewer than thirty (30) days out, a payment schedule will be created based on the specific timeline of the User's event.

If fees are not received by Foundation as scheduled, the Agreement shall be considered null and void. Checks should be made payable to California State University Long Beach Foundation or (CSULB Foundation). If preferred, the Facility License Fee may be paid using a credit card (Visa, M/C, or AMEX). A 3% handling fee will be added to the License Fee for credit cards.

The license fee includes the following:

e) Eight (8) hours use of Carpenter Center auditorium within a 24-hour period. Use hours exceeding eight (8) in a 24-hour period will be charged an hourly rate in addition to the base rental rate. After 24 hours, a new base rate applies.

f) Eight (8) hours use of lobby and support spaces as needed.

[redacted]

8) Staffing Requirements: Foundation will secure and User will pay for, at the rates in effect at the time of the event as set forth below, all necessary staffing, including security personnel in accordance with the provisions of the paragraph headed "Contract Fee Terms and Schedule" in this Agreement. Foundation retains the right to determine the appropriate number of staff necessary to serve and protect the public. Foundation retains right and sole discretion to modify staff if the Event requires it. User shall pay for all such modifications. All technical and house staff are hired for a minimum of four (4) hours each.

The rates listed below are standard for events scheduled on days other than holidays. For all positions, work over eight (8) hours in a single day is billed at one and one half (1.5) times the standard rate, and work over 12 hours in a single day is billed at two (2) times the standard rate. For all positions, work in excess of 40 straight-time hours per week is billed at one and one-half (1.5) times the standard rate. When technical and house staff are scheduled for events held on holidays,

10) Services Provided: Foundation will provide electricity, heating/air conditioning, and overhead lighting, Foundation reserves the right to include a Utilities Surcharge no greater than $350.00 per performance. Ordinary use shall include only the house lights permanently installed in the Facility. A basic theatrical masking, lighting and sound package is offered. Use of the facility's inventory of chairs, music stands, and folding tables is included. There is a minimum auditorium cleaning fee of $80.00 for each performance or event attended by an audience, whether public or private. All other services will be at the expense of the User. Any excessive cleanup required due to User's event shall be at the expense of User at the rate set forth in Attachment A. Foundation retains sole discretion to determine when cleanup required is excessive.

11) Office Space: An office space is provided for User to conduct event-related business if requested. A telephone is provided also upon User's request for an additional cost. All event personnel must use above mentioned phone for outgoing calls. No office supplies or other services (copier, fax, etc.) are provided.

[redacted]

Accepted for User by:

APPROVED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

Assistant City Manager

Signature

Patrick H. West, City Manager

Name (please type or print)

Accepted for CSULB Foundation by:

Michele Roberge
Executive Director
Carpenter Performing Arts Center
6200 Atherton Street
Long Beach, CA 90815

46) Removal of Property: User agrees that all materials pertinent to the Event which are not the possession of Foundation will be removed from the premises within the load-out period specified in the paragraph headed "Load-in/Out Dates" in this Agreement. Failure to do so will constitute abandonment by User and Foundation may dispose of any property in a manner that Foundation, in its sole discretion, deems appropriate. Any costs incurred by Foundation in such disposal shall be reimbursed by User in accordance with the provisions of the paragraph headed "Contract Fee Terms and Schedule" in this Agreement.

47) Lost Articles: Foundation shall have the sole right to collect, retain custody of and to dispose of articles left in the Facility by persons attending any event in the Facility in any manner which it deems appropriate.

48) Foundation Authorization: The person executing this Agreement on behalf of Foundation certifies that such person is duly authorized to and does execute this Agreement as a representative of Foundation and assumes no personal liability for the performance of this Agreement.

49) Non-Discrimination: All parties named herein and their agents, employees, representatives, et al, shall not discriminate against, or permit the discrimination against, any person because of race, color, ethnicity, religion, creed, age, gender, sexual orientation, marital status, national origin, ancestry, physical or mental disability.

50) Entire Agreement: This Agreement embodies the entire agreement between the parties as of the date hereof, and no modifications, amendments or variations there from shall be of any effect unless in writing signed by a duly authorized officer or agent of User and Director or Executive Director of the Carpenter Performing Arts Center. User warrants that User has not employed or retained, paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee

submit to arbitration all disputes with regard to this Agreement between the parties, each party agrees that these arbitration provisions shall provide the exclusive remedy, and each party expressly waives any right it may otherwise have to seek redress in any other forum. The parties further agree that the arbitrator acting hereunder shall not be empowered to add to, subtract from or in any other manner modify, alter or amend the terms of this Agreement between the parties.

55) **Attorney's Fees and Other Costs:** If the Foundation hires or pays money to someone else to help enforce this Agreement or to collect any indebtedness, the User will pay that amount. This amount includes the Foundation's attorney's fees and legal expenses whether or not there is a lawsuit, including attorney's fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. User also will pay court costs, in addition to all other sums provided by law.

56) **Significance of Headings:** Paragraph headings contained herein are solely for the purpose of aiding in the speedy location of subject matter and are not in any sense to be given weight in the construction of this Agreement.

57) **Conditions Accepted:** The signature below by User's duly authorized representative confirms that User and/or User's representative has read, understands, and agrees to accept the conditions listed above. **User must return this Agreement with said signature not more than ten (10) calendar days after its receipt, or no later than thirty (30) days prior to event, whichever comes first.** Failure to do so may result in cancellation of User's event by Foundation.

58) **Additional Terms:**