



This License Agreement is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Licensor and the Licensee hereinafter named.

## LICENSOR/LICENSEE INFORMATION

### Licensor Information

1. Licensor Name: Friends of the Bohm Theatre
2. Licensor's Address: 201 S. Superior, Albion, MI 49224
3. Telephone: (517) 343-2112
4. Contact Person: Nancy Doyal, Executive Director

### Licensee Information

1. Licensee Name: \_\_\_\_\_
5. Address: \_\_\_\_\_
6. Telephone/Fax: \_\_\_\_\_
7. email: \_\_\_\_\_
8. Contact Person: \_\_\_\_\_

### Rental Information

1. Rental Date: \_\_\_\_\_
2. Access Begins/Ends: \_\_\_\_\_
3. Event Time(s): \_\_\_\_\_
4. Description of Event: \_\_\_\_\_
5. License Fee: \_\_\_\_\_

## BASIC DEFINITIONS

1. Restoration Fee: A fee of \$1.00-2.00 per each ticket sold to the event will be assessed, in addition to the rental fee. Every ticket sold, whether by our box office or by another vendor, will be assessed this fee to maintain and preserve the historic non-profit facility.
2. Merchandise Commission Fee: 20% Merchandise/10% DVD's Must contact venue prior to event.
3. Event: As used in this Agreement, "Event" refers exclusively to the event described in Item #4 of "Rental Information" section of this Agreement.
4. Theatre: As used in this Agreement, "Theatre" refers exclusively to the Bohm Theatre located at 201 South Superior, Albion, Michigan.
5. Insurance: General Public Liability insurance must be obtained by the Licensee in the following amounts:
  - Claims for personal injury or death or bodily injury or property damage: \$1,000,000, for claims of a single person
  - For any one occurrence: \$1,000,000
  - For claims in respect to property damage: \$1,000,000
6. Deposits:
  - Security/Damage Deposit: The Licensor reserves the right to require security/damage deposit for any event held at the Bohm Theatre. (Not sure this is what you had in mind, but I put the concept in!)  
General Deposit: One-half the total rental fee is due upon signing of this contract. The balance is due upon access to licensee. Any additional balances are due upon conclusion of event. Licensor reserves the right to require a prepayment of all balances due prior to commencement of event.
7. Security will be provided to the licensee, at licensee's expense, by licensor as deemed appropriate by licensor.
8. Ushers: Licensor will provide volunteer ushers at no cost to Licensee if needed. Licensee may provide ushers at no added expense.



**NOW, THEREFORE**, based upon the foregoing and mutual covenants hereinafter contained, the Licensor and Licensee agree as follows:

1. **CONSTRUCTION OF AGREEMENT.** It is expressly understood and agreed that all persons or entities executing this Agreement as "Licensee" shall be deemed to have jointly and severally made and entered into the whole of the agreement and shall be jointly and severally liable thereby. All terms and conditions of this written Agreement shall be binding upon the parties, their heirs and assigns, and cannot be waived or varied by any oral representations or promise of any agent or other person of the parties hereto unless the same be in writing and be signed by Licensor.
2. **LICENSE.** Licensor hereby grants Licensee a limited license which permits Licensee to use the Bohm Theatre, located at 201 South Superior, Albion, Michigan, only for the following event on the specified dates/times: \_\_\_\_\_

Licensee's use of the Theatre is expressly made subject to the mutual covenants contained in this Agreement.

3. **LICENSE FEES.** Licensee agrees to pay Licensor a fee for the use of the Theatre, in the amount of \$ \_\_\_\_\_ to be paid in lawful money of the United States of America, or certified check, or cashier's check. Licensee agrees to pay one-half of the license fee upon the signing of this Agreement. The remainder of the fee is due before the Theatre is opened to Licensee. The facility fee is due upon conclusion of ticket sales for the event. Licensee further agrees to pay to Licensor on demand any sums which may be due to Licensor for additional service, accommodations, or material furnished, loaned or rented by Licensor.
4. **LIEN RIGHTS.** Licensor shall have a lien upon and may retain any and all proceeds of the Event, or other funds or personal property owned by Licensee until all amounts payable by Licensee under this Agreement have been paid. In addition, if Licensee, for any reason, has unpaid bills resulting from its use of the Theatre, Licensee will not subsequently be allowed to use said Theatre.
5. **USE OF LICENSOR'S LOGO AND IMAGES.** Licensee shall not use any of Licensor's logos, images [of its facility] or graphic representations of the Bohm Theatre without Licensor's advance written consent.
6. **SERVICES PROVIDED.** Licensor will provide at Licensor's expense, heat when required, water, ordinary lighting, and ordinary clean-up, accidents and unavoidable delays excepted. Licensor shall exercise its best efforts to promote the event through Bohm Theatre social media outlets. Event publicity displayed in Theatre where and when appropriate; event notice displayed on Theatre lower marquee on the day of event; event notice published on Bohm Theatre Facebook page, provided press deadlines are met. Failure of the Licensor to provide such services for any reason shall not constitute the basis for any claim of breach on the part of Licensee and Licensee hereby waives any such claim.
7. **FAILURE TO USE BOHM THEATRE.** If Licensee shall for any reason fail to take possession of or to use the Theatre in accordance with the Agreement, unless otherwise agreed in writing, no fee refunds shall be made and the full fee called for by this Agreement including any disbursements or expenses incurred by Licensor in connection therewith shall be payable by Licensee to Licensor. Should the Theatre be destroyed or damaged to such an extent that such damage will substantially interfere with the use of said Theatre by Licensee, this Agreement shall terminate and Licensee shall be refunded the fee paid by Licensee. In the event of such termination by Licensor, Licensee waives any claim for damages or compensation against Licensor.
8. **RIGHTS RESERVED.** Licensor reserves and retains to itself all concession and consignment rights for sale and dispensing of any foods and other items, and for the renting of any article for use on the Theatre premises. Licensor reserves the right to collect 20% of all proceeds resulting in any way from the following, including, but not limited to: -taking, sale and/or use of: photographs, t-shirts, advertising, radio and television broadcasting, movie film, video or audio tape, recording, and transcription rights. If Licensor provides personnel for the purpose of selling merchandise, Licensor reserves the right to collect up to 35% of all proceeds.
9. **INDEMNITY.** Licensee hereby agrees to protect, indemnify and hold harmless Licensor from and against any and all claims, demands, damages, judgments, or liabilities (including liabilities for penalties and attorney's fees) of any nature whatsoever resulting from, arising out of, or in any way connected with the Event, including, but not limited to,



those resulting from or arising out of: (a) the unauthorized use of any idea, creation, literary, musical or artistic material or intellectual property in connection with any Performance; (b) any act done or words spoken by Licensee, its agents or employees during any Performance; (c) any damage done to the Theatre premises or any part thereof or any injury to or death of any person or persons caused by the act or omission of either of Licensee or any agent of employee of Licensee; (d) the breach by the Licensee of any term of this Agreement.

10. **PROPERTY LOSS WAIVERS.** Licensee hereby waives to the fullest extent permitted by law every claim or demand of every nature against Licensor resulting from any loss, damage or destruction of property of any nature brought onto the Theatre premises by Licensee and its agents, employees, performers, and invitees, notwithstanding that the same may be entrusted to any employee of Licensor.
11. **INSURANCE.** Licensee will provide and maintain general public liability insurance covering claims for personal injury or bodily injury or death or property damages occurring in or about the Theatre premises resulting in any manner whatsoever from the Event. Insurance must be obtained by the Licensee to protect the Licensee against claims for personal injury or death in the amount of at least \$1,000,000 for claims of a single person, at least \$1,000,000 for any one occurrence, and at least \$1,000,000 for claims relating to property damage. Such insurance covering personal injury or bodily injury or death or property damage shall name Licensor, its Directors, Officers and employees as an additional insured. Insurance certificates shall be issued by the insurer to Licensor at least fifteen (15) days prior to the Event.
12. **MACHINERY, COMBUSTIBLES, AND EXPLOSIVES.** Licensee shall not, without the written consent of Licensor, put up or operate any engine, or motor, or machinery on Theatre premises, or use oils, burning fluids, camphines, kerosene, naphtha, gasoline, paint or any other substance which in the opinion of the Licensor is highly combustible, and shall not set off or exhibit on or over said premises or bring on to said premises any fireworks or explosives, and shall not use any agent other than electricity for illuminating said premises. Any event(s) that may include pyrotechnic activity must be demonstrated to and approved by Licensor prior to the actual event. In addition, during such demonstration and actuality, Licensee shall provide at their own expense, a fire extinguisher and operator to cover such pyrotechnic activity.
13. **PATENTED AND COPYRIGHTED MATERIALS.** Licensee will secure at least fifteen (15) days prior to the Event any and all consents, licenses, certificates, and/or permits that may be required for any and all Performances and for the use of any motion picture, television, radio broadcasting or recording, or other machines or equipment in connection therewith.
14. **RIGHT OF ENTRY.** The Theatre premises, including the keys thereto, shall at all times be under the control of the Licensor and it, or its duly authorized representative. In addition, members of the police and fire departments of the City of Albion, the Licensor's Trustees, officers, employees, agents, and contractors shall also have the unrestricted right of entry and egress to any portion of said premises at any time during Licensee's use of the Theatre as may be required by Licensor. Licensor will provide security personnel in a quantity deemed appropriate by Licensor to ensure the protection of Theater property and its patrons. At no time shall Licensee place its own or any additional locks on any portion of said premises.
15. **USE OF BOHM THEATRE.** Licensee shall not do or permit to be done upon the Theatre premises anything that will injure, mar or in any manner deface said premises and will not drive or install or permit to be driven on or installed any nails, hooks, tacks, or screws into any part of said building and will not make any alterations of any kind therein. In addition, no attachments shall be made to any Theatre surface, including, but not limited to tape, glue, string, rope, or wire without the express written consent of the Licensor. Licensee may not use or operate any Theatre equipment or materials without the approval and direction of the Licensor.
16. **LEGAL RECOURSE.** In the event Licensee violates any of the terms or conditions of this Agreement, Licensor shall have, in addition to any other legal recourse, the right, at Licensor's option, to terminate this Agreement forthwith, and to enter and obtain possession of the entire Theatre, to remove and exclude any and all persons from the Theatre and to remove all property of the Licensee therefrom, all without the service of notice or resort to legal process. Licensor shall be permitted to recover reasonable attorney fees from Licensee, if legal action is undertaken.
17. **ASSIGNMENT.** Licensee shall not assign this Agreement, or any part thereof, without the written consent of the Licensor.



18. **EMPLOYEES.** The license fee includes the availability of one manager for 4 hours at no additional charge to the Licensee. Additional staffing is at the discretion of the Licensor unless additional staff is requested by Licensee.
19. **TICKETS.** Licensee must provide, at the sole expense of the Licensee, all tickets or other means of admission pass. Licensee shall not sell or distribute or permit to be sold or distributed tickets or passes in excess of the seating capacity of the Theatre. Licensee agrees to consult with Licensor as to the form, content, and price of tickets being offered for sale to the public.
20. **POLICE, SECURITY, AND FIRE PROTECTION.** Licensor may require Licensee to provide police, security, and/or fire protection during Licensee's use of the Theatre premises. The determination of the amount and extent of required police, security, and/or fire protection shall be made by Licensor and its decision shall be final. All costs and expenses of providing police, security, and/or fire protection shall be borne by and paid by Licensee. Provision of police, security, and/or fire protection in accordance with this paragraph shall not relieve Licensee of any liabilities imposed under the other provisions of this Agreement, and Licensee shall have the right to provide additional police, security, and/or fire protection beyond that determined by Licensor, if considered necessary in order to carry out Licensee's responsibilities and duties under this Agreement and to protect Licensee against loss or liability.
21. **RECORDS.** Licensee agrees to furnish to the Licensor an accurate statement of attendance and monies received by Licensee or its agents for admission fees and sale of tickets sold by Licensee or its agents, and agrees to permit reasonable inspection by the Licensor of related books, records, unsold tickets, an account of Licensee or its agents of monies received by Licensee or its agents for admission fees and sale of tickets. Licensee agrees to make settlement with the Licensor for any sums due and owing the Licensor by turning over to the Licensor, upon request of the Licensor, all proceeds from tickets and admission sales in the possession of Licensee or its agents to the extent of the sum due and owing.
22. **INDEPENDENCE OF AGREEMENTS.** Nothing herein shall be deemed to create a lease of real estate. This Agreement grants to Licensee only such rights and privileges as are stated herein. Notwithstanding the fact that the Licensor may receive a fee from the Licensee, it is expressly understood and agreed that the Licensor shall not be construed as a partner, associate, or joint venture with Licensee in the conduct of its business.
23. **ENTIRETY OF AGREEMENT.** This License Agreement contains the entire and only agreement and understanding between the parties relating to the subject matter hereof and may not be altered or otherwise modified except in writing signed by Licensor and Licensee in the same manner as this License Agreement.
24. **ACT OF GOD.** In the event of national calamity or act of God, which makes fulfillment of this Agreement impossible by either party, this Agreement shall be considered null and void.
25. **JURISDICTION.** This License Agreement shall be deemed to be an agreement under the laws of the State of Michigan and for all purposes shall be construed and enforced in accordance with and governed by such laws.

**IN WITNESS WHEREOF**, the Licensor and the Licensee hereto have entered into this Agreement on the day and year first above written.

**LICENSOR FOR THE BOHM THEATRE**

\_\_\_\_\_  
Nancy Doyal, Executive Director

\_\_\_\_\_  
Date

**FOR THE LICENSEE**

\_\_\_\_\_  
Signature of Licensee Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Licensee Representative

\_\_\_\_\_  
Title