



JOHN ANSON FORD AMPHITHEATRE

[INSIDE] THE FORD

LICENSE AGREEMENTS

EXHIBIT A

STANDARD TERMS AND CONDITIONS

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STANDARD TERMS AND CONDITIONS

[INSIDE] THE FORD

**JOHN ANSON FORD THEATRES
LICENSE AGREEMENTS**

§ 100. **DEFINITIONS.** For purposes of this Agreement, including all Exhibits thereto, the following definitions shall govern its interpretation.

§ 101. **“Agreement”** shall mean the agreement by and between the Licensee and the County of Los Angeles, which agreement shall include the primary document and all exhibits referenced therein.

§ 102. **“Auditor-Controller”** shall mean the Auditor-Controller of the County of Los Angeles and/or his designee.

§ 103. **“Commission”** shall mean the Arts Commission of the County of Los Angeles.

§ 104. **“County”** shall mean the County of Los Angeles.

§ 105. **“Event/Performance”** shall mean the event or performance identified in Section 3 (“Purpose/Date/Time”) of the main document to this Agreement.

§ 106. **“Managing Director”** shall mean the Managing Director of the John Anson Ford Theatres, and/or his designee.

§ 107. **“Ford Theatres”** shall mean the John Anson Ford Theatres located at 2580 Cahuenga Boulevard, Los Angeles, California.

§ 108. **“[Inside] THE FORD”** shall mean that 87-seat theater (including dressing rooms), which is commonly referred to as the [INSIDE] THE FORD which is part of the Ford Theatres and located on the lower level of its amphitheatre building.

§ 109. **“Licensee”** shall mean the agency or individual contracting with the County of Los Angeles under the terms of this Agreement, including the Licensee’s employees, agents, assigns, contractors and anyone else involved in any manner in the exercise of the rights therein given to the Licensee.

§ 110. **“Licensed Premises”** shall mean that portion of the Ford Theatre described as [INSIDE] THE FORD as set forth in this Agreement. The term “licensed premises” shall not be construed nor shall it be interpreted to include the 1,200-seat John Anson Ford Amphitheatre.

§ 111. **“Little Theatre”** shall mean that 87-seat theater (including dressing rooms and green room) generally described as [INSIDE THE FORD] which is part of the Ford Theatres and located on the lower level of its amphitheatre building. This term shall be interchangeable with [INSIDE] THE FORD.

§ 112. **“State”** shall mean the State of California.

§ 200. ASSURANCES/CERTIFICATIONS. The Licensee provides the following assurances and certifications, and agrees to the following terms:

§ 201. Compliance with Laws The Licensee certifies and agrees to fully comply with and observe, in all respects, all laws, ordinances, rules and regulations of the local fire department, police department, health department and any other governmental agency, department or bureau, whether federal, state or municipal, in connection with the use of the Ford Theatre hereunder. In addition, Licensee agrees to obtain any and all necessary permits which may be required by the fire department, police department, or any other governmental agency in connection with Licensee's use of the Theatre hereunder. In the event the Theatre is closed as a result of Licensee's failure to comply with any local ordinances, rules, or regulations, or to obtain any necessary permits, Ford Theatre shall have no obligations, responsibility or liability whatsoever in connection therewith. The Licensee shall indemnify and hold the County, its officers, employees and agents harmless from any loss, damage or liability resulting from a violation by the Licensee, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

Licensee covenants and agrees to pay all federal and state social security, unemployment insurance, disability and all other wage taxes or imports now or hereafter imposed for the persons hired or performing services in connection with this Agreement who are employees of Licensee, and Licensee shall indemnify and hold the County and the Ford Theatre harmless from any and all claims for such taxes and payments. Throughout the term of this License Agreement, at the Licensee's sole cost and expense, the Licensee shall keep or cause to be kept in full force and effect, an existing Workers Compensation Insurance Policy covering all persons hired by the Licensee.

The Licensee agrees not to permit any performance in the Ford Theatre which is obscene, indecent or offensive as measured by the local community standards.

§ 202. Copyrights/Privacy Rights. The Licensee shall neither violate nor infringe upon any copyright, right of privacy, or other statutory or common law right of any person, firm or corporation, nor, if authorized to do radio or television broadcasts pursuant to amendment hereto, violate the rules and regulations of the Federal Communications Commission or the Code of Good Practices of the National Association of Broadcasters, and the Licensee will not defame or harm, the reputation of any person, firm or corporation as a result of its use of the Ford Theatre. The Licensee shall, at Licensee's sole cost and expense, obtain any and all government permits, approvals, copyright licenses, intellectual or creative property use authorizations or concurrences required for the performance or use of the Ford Theatre. Further, the Licensee agrees to promptly pay any royalty fees or other charges required from private persons or corporations for the production and presentation of the performance hereunder. The Licensee shall indemnify, defend and hold the County, its officers, employees and agents harmless from any sanctions or other liability which may be assessed against the County by reason of the Licensee's failure to comply with the foregoing.

§ 203. Civil Rights Laws. The Licensee assures and certifies that it shall comply with all applicable federal and State statutes to the end that no person shall, on the grounds of race, religion, ancestry, national origin, sex, age, condition of physical disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

§ 204. Safety and Working Conditions. The Licensee shall comply with the provisions of the federal Occupational Safety and Health Act of 1970, as amended (29 USC § 651 *et seq.*) and the California Occupational Safety and Health Act and successor statutes, as well as other applicable health and safety statutes, ordinances, regulations and rules. Licensee assures that no employee will be required or permitted to work under working conditions which are unsanitary, hazardous or otherwise detrimental to a the person's health or safety.

§ 205. Drug Free Workplace Compliance. The Licensee hereby warrants and certifies that it shall comply with the California Drug-Free Workplace Act of 1990 (*Cal. Gov. Code § 8350 et seq.*), as amended, including provision of the requisite certification as set forth therein.

§ 206. Conflict of Interest/Contracts Prohibited. (a) The Licensee represents and warrants that no County employee whose position enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the Licensee, or shall have any direct or indirect financial interest in this Agreement.

(b) The Licensee represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled “Contracting With Current or Former County Employees,” and that execution of this Agreement will not violate those provisions. Anyone who is a former employee of the County at the time of execution of this Agreement or who subsequently becomes affiliated with the Licensee in any capacity shall not participate in the provision of Services provided under this Agreement or share in the profits of Licensee earned for a period of one year from the date he/she separated from County employment.

§ 207. Lobbying. The Licensee certifies that each County lobbyist or lobbyist firm as defined in Los Angeles County Code § 2.160.010, retained by Licensee, shall fully comply with the County Lobbyist Ordinance (Los Angeles County Code Chapter 2.160). Failure on the part of any County lobbyist retained by Licensee to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

§ 208. County Layoffs. Should the Licensee require additional or replacement personnel after the effective date of this Agreement, the Licensee agrees to give due consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this Agreement.

§ 209. GAIN/GROW Program Participants. Should the Licensee require additional or replacement personnel after the effective date of this Agreement, the Licensee agrees to give due consideration for such employment openings to participants in the County’s Department of Public Social Services’ Greater Avenue for Independence (GAIN) and General Relief Opportunities for Work (GROW) Programs who meet Licensee’s minimum qualifications for the open position. Upon request from Licensee, the County will refer GAIN/GROW participants by job category to the Licensee for consideration.

§ 210. Inspection/Evaluation. Licensee acknowledges its personal inspection and evaluation of the Little Theatre (including dressing rooms and green room), the surrounding area, and the extent to which the physical condition thereof will affect Licensee’s operations. Licensee accepts the licensed premises in their present physical condition, and agrees to make no demands upon the County for improvements or alterations thereof.

§ 211. Title. Licensee acknowledges the title of the County, and/or any other public agencies having jurisdiction thereon, in and to the Ford Theatre and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title.

§ 212 Fraud/Abuse/Ethical Standards (a) The Licensee, in performing all obligations under the terms of the Agreement, certifies and assures that it shall undertake reasonable efforts to safeguard against fraud and abuse with respect to use of County property, and/or expenditure of public funds allocated and paid under this Agreement, if any.

§ 213 Notice to Employees Regarding Safely Surrendered Baby Law. The Licensee shall notify and provide to its employees, and shall require each subcontractor, if any, to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is attached to this **Exhibit A** of this Agreement and is also available on the Internet at *www.babysafela.org* for printing purposes.

§ 214 Licensee's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Licensee acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Licensee understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Licensee's place of business. The Licensee will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Licensee with the poster to be used.

§ 215. Licensee's Warranty of Compliance with County's Defaulted Property Tax Program. Licensee's acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contact are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Licensee qualifies for an exemption or exclusion, Licensee warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with the Los Angeles County Code Chapter 2.206.

§ 216. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program. Failure of Licensee to maintain compliance with the requirements set forth in Paragraph § 213 "Licensee's Warranty of Compliance with County's Defaulted Property Tax Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Licensee to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Licensee, pursuant to County Code Chapter 2.206.

§ 300. DEPOSITS

§ 301. Required Deposit. No later than thirty (30) days before the first day of the Event/Performance, the Licensee shall deposit with the Managing Director, as bailee, a sum identified in Section 4 of the primary document to this Agreement for the purpose of securing the performance by the Licensee of the Licensee's obligations to make the monetary payments in a timely fashion as set forth in the Agreement and the obligation of the Licensee to leave the premises in a clean and undamaged condition in accordance with **§ 713** hereof.

§ 302. Additional Deposit. The Licensee may also be required to deposit an additional sum as identified in the Agreement with the Managing Director to secure the contractual promise of the Licensee to vacate the premises upon notice as set forth in the Agreement. The Ford Theatre shall retain, as additional deposit, all ticket revenue received at the box office and release it to the Licensee, less expenses, License fee, and additional costs, after the performance.

§ 303. Return of Deposit. Upon the Licensee's peaceably and timely vacating the premises without any arrearage in the payments due to the County and upon leaving the premises in a clean, undamaged condition, the County shall refund to the Licensee the appropriate amounts from the referred deposits after deducting

from the clean-up deposit the actual cost to the County for cleaning and/or repairing the premises. In the event that the cost of cleaning and/or repairing the premises following the Licensee's vacating the premises exceeds the amount of such deposit, the Licensee hereby agrees that the County may further deduct from the remaining deposit any such excess sums due to the County as additional expenses including, but not limited to, security, parking, custodial, rentals, labor, concession fees, and merchandising fees, and communication necessitated by the use of the premises herein permitted, and the remaining balance of the deposit, if any, shall be refunded to the Licensee. In the event that all sums due the County herein exceed the total sum of all deposits herein, the Licensee shall immediately pay the County remaining sums of money due the County.

§ 400. INDEPENDENT STATUS

The Licensee shall at all times be acting as an independent contractor. This Agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture or association, as between the County and the Licensee. Licensee understands and agrees that all of Licensee's personnel are employees solely of the Licensee and not of the County for purposes of workers' compensation liability. The Licensee shall bear the sole responsibility and liability for furnishing workers' compensation benefits and insurance for its employees and agents for injuries arising from or connected with services or activities performed on behalf of Licensee pursuant to this Agreement.

§ 500. INDEMNIFICATION AND INSURANCE

§ 501. Indemnification. The Licensee shall indemnify, defend and hold harmless the Los Angeles Philharmonic, the Ford Theatre Foundation and the County of Los Angeles and its Special Districts, and their elected and appointed officers, employees, volunteers and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Licensee's acts and/or omissions arising from and/or related to this agreement.

Such indemnification shall extend to defense costs and legal fees, and claims for damages of any nature whatsoever, including, without limitation, claims for bodily injury, death or personal injury (including any Workers' Compensation suits, liability, or expense), or property damage (including damage to County's property), arising from or connected with Licensee's operations hereunder or which may be caused or alleged to be caused by any act, or omission to act, on the part of the Licensee or any of its employees or agents, resulting in any infringement upon personal rights, such as libel, slander, invasion of privacy, and copyright violation, or by any act or omission to act on the part of the Licensee, its employees or agents, which results in a dangerous or defective condition on the premises, or otherwise arising from or connected with use of the Ford Theatre by or on behalf of the Licensee by any person pursuant to this Agreement.

§ 502. Insurance.

(a) **General.** Without limiting the Licensee's indemnification of the County, and during the term of and except as otherwise provided in this Agreement, the Licensee shall provide and maintain, and shall require all of its sub-contractors and vendors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, Ford Theatre Foundation or L.A. Philharmonic, and such coverage shall be provided and maintained at Licensee's own expense.

(b) **Insurance Coverage Requirements.** Licensee shall maintain the following programs of insurance:

- 1) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent)

with limits not less than the following:

General Aggregate – \$2 million
Each Occurrence – \$1 million
Products and Completed Operations – \$1 million
Personal and Advertising Injury – \$1 million
Fire Legal Liability – \$50,000

This insurance shall name the Los Angeles Philharmonic, Ford Theatre Foundation and County of Los Angeles and its Special Districts, and their elected and appointed officers, employees, volunteers and agents, as additionally insured with respect to liability arising from and/or related to this Agreement.

- 2) Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned,” “hired” and “non-owned” vehicles, or coverage for “any auto.”
- 3) Workers Compensation and Employers’ Liability insurance providing workers compensation benefits, as required by the *California Labor Code* or by any other state, and for which Licensee is responsible. This insurance shall include Employers’ Liability coverage with limits of not less than \$1 million for each accident.

(c) **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

(d) **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Managing Director prior to any use of the Ford Theatre by Licensee. Such evidence of insurance shall:

- 1) Specifically identify this Agreement;
- 2) Clearly evidence all coverages required in this Agreement;
- 3) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- 4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the Los Angeles Philharmonic, Ford Theatre Foundation and the County of Los Angeles and its Special Districts, and their elected and appointed officers, employees, volunteers and agents, as additionally insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County’s approval. The County retains the right to require Licensee to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Licensee to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(e) **Failure to Maintain Coverage.** Failure on the part of the Licensee to procure or maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material

breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Licensee resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Licensee, County may deduct from sums due to Licensee any premium costs advanced by County for such insurance.

(f) **Notification of Incidents, Claims or Suits:** Licensee shall report to County:

- 1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within 24 hours of occurrence.
- 2) Any third party claim or lawsuit filed against Licensee arising activities related to this Agreement.
- 3) Any injury to a Licensee employee or agent which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Managing Director.
- 4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Licensee under the terms of this Agreement.

(g) **Compensation for County Costs:** In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all costs incurred by County.

(h) **Insurance Coverage Requirements for Sub-contractors and Vendors:** Licensee shall ensure any and all sub-contractors and vendors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- 1) Providing evidence of insurance covering the activities of sub-contractors and vendors, or
- 2) Providing evidence submitted by sub-contractors and vendors evidencing that sub-contractors and vendors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor and vendor insurance coverage at any time.

§ 503. Self-Insurance and Self-Insured Retentions. Self-insurance programs are subject to separate approval by the County upon review of evidence of Licensee's financial capacity to respond. Additionally, such programs must provide the County with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance. The County will consider a self-insured program as an alternative to commercial insurance from the Licensee upon review and approval of the following:

(a) A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. Licensee must notify the County immediately of discontinuation or substantial change in the program.

(b) Agreement to provide the County at least the same defense of suits and payment of claims as would be provided by first-dollar commercial insurance.

(c) Agreement to notify the County immediately of any claim, judgment, settlement, award, verdict or change in Licensee's financial condition which would have a significant negative effect on the protection that the self-insurance program provides the County.

(d) Name, address and telephone number of Licensee's legal counsel and claims representative, respectively, for the self-insurance program.

(e) Financial statement that gives evidence of Licensee's capacity to respond to claims falling within the self-insured program. Resubmission is required at least annually for the duration of the affected operation or more frequently at County's request. FAILURE TO COMPLY WILL RESULT IN WITHDRAWAL OF COUNTY APPROVAL.

§ 504. Public Entities. (a) To the extent both parties to this Agreement are public entities, and this provision is activated in writing by the County in the foregoing Agreement, the following provision shall be substituted for §§ 501, 502 and 503 herein:

In contemplation of the provisions *California Government Code* Section 895.2 imposing certain tort liability jointly upon public entities solely be reason such entities being parties to an Agreement as defined by *California Government Code* Section 895, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2. To achieve the above-state purpose, each party indemnifies and holds harmless the other party solely by virtue of Section 895.2. The provision of *California Civil Code* Section 2778 is made a part hereto as if fully set forth herein. Licensee certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

§ 505. Failure to Procure Insurance. Except as otherwise provided in writing by the County, failure on the part of the Licensee to procure or maintain required program(s) of insurance or otherwise evidence compliance with this § 500, shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

§ 600. CANCELLATION OF EVENT/PERFORMANCE

§ 601. Force Majeure. (a) The parties will be excused from the performance of this Agreement in whole or in part, only by reason of the following causes:

- (1) when such is prevented by operation of law;
- (2) when such is prevented by an irresistible superhuman cause, including but not limited to flood, earthquakes and fires; and,
- (3) when such is prevented by an act of the public enemies of the State of California or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond the control of Licensee, or unavoidable casualty.

(b) In the event the Licensee performance is excused in accordance with this § 601, and the Event/Performance is canceled, in whole or part, the County agrees to reimburse the Licensee a portion of the License fee paid to the County pursuant to **Section 4** of this Agreement; excluding extraordinary costs and expenses incurred by the County at the direct request of the Licensee, and such amount that reflects the Licensee's proportionate use of the licensed premises. Reimbursement shall be without interest and may, in the Managing Director's sole discretion, be reduced by costs incurred by the County as a direct result of instructions from the Licensee with respect to the canceled Event/Performance.

§ 602. Cancellation of Event/Performance. (a) Except as otherwise expressly provided herein, in the event the Licensee cancels the Event/Performance, Licensee is responsible for the whole of the License fee paid and committed to the County pursuant to **Section 4** of this Agreement, and shall remain responsible for other costs incurred by the County with respect to the Event/Performance as provided in this Agreement. Any and all deposits with the County shall be used to meet the financial obligations from the cancellation.

(b) The Managing Director, in her sole discretion, may reimburse the Licensee a portion of the License fee paid or committed to the County pursuant to **Section 4** of this Agreement; excluding extraordinary costs and expenses incurred by the County. Reimbursement may be made if the Licensee provides information to the Managing Director that cancellation of the Event/Performance could not otherwise be avoided by exercise of Licensee's reasonable due care. To the extent reimbursement is approved pursuant to this § 602, it shall be without interest.

§ 700. OPERATIONAL RESPONSIBILITIES

§ 701. County Rules. Licensee shall comply with and abide by all applicable rules, regulations and directions of the County.

§ 702. Permits/Licenses. Licensee shall comply with all applicable County and local ordinances and all State and federal laws, and in the course thereof obtain and keep in effect all permits and licenses required to conduct the permitted activities at the Ford Theatre.

§ 703. Event/Performance Start Time. The Event/Performance start time(s) shall be as set forth in the primary document to this Agreement. In the event that the start time is changed by the Licensee after tickets have been placed on sale, the Licensee will be subject to a penalty of two hundred fifty dollars (\$250) unless a plan to notify ticket buyers and the public of the time change is approved by the Managing Director. When the planned notification activities have been carried out to the satisfaction of the Managing Director, the penalty will be withdrawn.

§ 704. Front of House. (a) The Ford Theatre (gates and Little Theatre) shall be open to all patrons not less than one hour prior to the advertised start time of each Event/Performance. Set-up may continue after the house is open. The Event/Performance may be delayed no more than five minutes; up to fifteen minutes are allowed in cases of extreme emergency. Licensee will be assessed a violation fee of \$250.00 for each event that does not allow the house to be opened in accordance with this § 704.

(b) Except as otherwise expressly provided by the Managing Director, all performances other than films which are longer than one hour will have a minimum of one fifteen (15) minute intermission. It shall be the Licensee's responsibility to inform the house manager of the length of the performance, the approximate time of intermission, and an acceptable time for seating latecomers. Children's events will be performed without intermission.

(c) Except as otherwise provided, programs may not be sold. Any unused programs must be retrieved by Licensee at the end of the performance. County will not be responsible for unused programs left on the premises.

(d) Except as otherwise expressly provided in this Agreement, no fund-raising activities will be allowed on the Ford Theatre premises.

§ 705. Technical. (a) Access for rehearsal(s) will only be permitted at the date(s) and time(s) specified in this Agreement. Access for set-up and/or strike time beyond the date(s) and time(s) specified herein must be arranged for separately and will require an additional fee as determined by the Managing Director. All production elements must be struck at the conclusion of the Event/Performance.

(b) Licensee and its assigned production crew may be required to attend a production meeting(s) with the Ford Theatre technical staff.

§ 706. Crewing. Unless otherwise expressly provided in this Agreement, Licensee shall provide its own technical and running crew for the set-up, performance, strike and restoration of the Little Theatre. It shall be the responsibility of the Licensee to restore the Little Theatre light and sound equipment utilized during rehearsal or performance to its original position and condition upon conclusion of the Event/Performance. This includes, but is not limited to replacing any broken or burned out lamps in any of the Little Theatre's lighting fixtures.

§ 707. Curfew and Length of Performance Policy. (a) All Events/Performances shall end no later than 11:00 p.m. or at such earlier time announced in publicity materials.

(b) [Inside] the Ford lights and sound will be turned off at 11:00 p.m. (PST). To the extent the Event/Performance extends beyond this time, Licensee shall pay the County a \$1,000 violation fee per occurrence.

(c) Except as expressly authorized by the Managing Director, no event shall exceed four (4) hours in total length.

§ 708. Sound Limit Policy. (a) Any sound system used in licensed Events/ Performances must be approved by the Managing Director. The sound level output may not exceed 95 dBA at any time. Exceeding 95 dBA will result in termination of the Event/Performance at the time of violation.

(b) To the extent the decibel levels exceed the limitations set forth in this **§ 708**, Licensee shall be assessed a \$500 violation fee per occurrence. Continued violation of the sound limit policy may, in the sole discretion of the Managing Director, result in termination of the Event/Performance without liability to the County.

§ 709. Conduct. (a) Licensee shall conduct the permitted activities in a courteous and non-profane manner, operate without interfering with the use of the facilities by the County or the public, except as herein permitted, and remove any agent, servant or employee who fails to conduct permitted activities in the manner heretofore described.

(b) Licensee agrees to exercise every reasonable effort to not allow any loud, boisterous or disorderly persons about the licensed premises.

(c) Licensee shall not knowingly permit any illegal activities to be conducted upon the licensed premises.

§ 710. Credit. (a) Licensee shall credit Los Angeles County as a co-sponsor in all authorized printed programs and in all advertising, including radio and television, concerning the Events/Performances. Programs will include the following statement:

“The John Anson Ford Theatre is a regional park of the County of Los Angeles devoted to the presentation of the performing arts and operated by the Los Angeles County Arts Commission.”

(b) Licensee agrees that any advertising or promotional materials promulgated by Licensee which contain the words “John Anson Ford Amphitheatre,” [INSIDE] THE FORD,” or any derivatives thereof, shall also include the phrase “A Los Angeles County Regional Park” unless specifically approved otherwise by the Managing Director.

(c) The Licensee agrees that all authorized uses of film, video and/or audio recordings shall carry the following or similar credit approved by the Managing Director:

“Recorded at the John Anson Ford Amphitheatre, a regional park of the County of Los Angeles devoted to the presentation of the performing arts and operated by the Los Angeles County Arts Commission.”

(d) Any credit provided in accordance with this **§ 710**, shall not give rise to any liability whatsoever on the part of the County.

§ 711. Security. County will provide one security guard for each performance. Licensee may be required to provide additional security guards for the Event/Performance at Licensee’s expense.

§ 712. Risk of Loss. Licensee shall assume the risk of loss, damage or destruction to any and all fixtures and personal property belonging to the Licensee that are installed or placed within the area occupied.

§ 713. Maintenance/Repair/Replacement. (a) Licensee shall be responsible for maintaining the licensed premises, including cleaning the Little Theatre, dressing rooms, green room, performers and patron bathrooms, and keeping the licenses premises in good and substantial repair and condition except that the County shall be responsible for maintaining the roof, ceiling, exterior walls, concealed utility lines, heating and air conditioning systems. The Ford shall supply expendable bathroom supplies such as toilet paper, paper towels, trash bags and soap for the dispensers. Maintenance shall include repairs to all improvements and equipment. In addition to this general requirement, Licensee shall perform any and all repairs required for the maintenance thereof in compliance with all laws applicable thereto; replace broken window glass, repair or replace broken or damaged doors; replace interior lights, and lighting fixtures (both architectural and theatrical). All stock lamps for burn outs in theatrical lighting fixtures shall be provided by the Ford to the Licensee, unless the burn out was determined by a designated Ford representative to be caused by misuse of the equipment. The licensee shall give the burned out lamp to a designated Ford representative to receive a replacement. All maintenance shall be commenced within seven (7) days of the need thereof and diligently prosecuted to completion of same, except where the state of disrepair is such that an emergency or hazard is created thereby in which event there shall be an immediate correction thereof.

(b) Licensee shall conduct its operation in an orderly way with continuous attention to the storage of equipment not in use and the clean up of trash and debris generated by the Licensee and its operations. Licensee will leave the premises in as clean and good condition as when entered upon. If Licensee does not comply with this provision, as determined by the Managing Director in his sole discretion, the County may put the premises in good and clean condition and Licensee will reimburse County upon demand for all costs incurred.

(c) Licensee shall restore the premises prior to the termination of this Agreement to the satisfaction of the County to the conditions that existed prior to the commencement of the permitted activities, other than for ordinary wear and tear or damage or destruction by the acts of God beyond the control of the Licensee. This shall include removal of all rubbish and debris, as well as structures placed on the premises by the Licensee in order that the premises will be neat and clean and ready for normal use by the county on the day following the termination of this Agreement. If Licensee does not comply with this provision, as determined by the Managing Director in her sole discretion, the County may put the premises in good and clean condition and Licensee shall reimburse County upon demand for all costs incurred.

(d) Either party may cure the default of the other party hereto with respect to the maintenance obligations assumed herein, upon ten (10) days written notice to the defaulting party, and upon performance thereof shall acquire a right of reimbursement there from for the actual costs of same, including, but not limited to, the cost of labor, materials and equipment furnished in the correction thereof; provided, however, that there is prior mutual agreement between the Managing Director and the Licensee upon the nature and scope of the work to be performed and the costs to be incurred therefore. Any demand of the County for reimbursement hereunder shall be satisfied by the Licensee through payment of the sums deposited with the County as security for faithful performance. Any demand of the Licensee for reimbursement hereunder shall be satisfied by the County through a credit against the rental obligation of the Licensee. The County and the Licensee waive all rights to payment on their respective rights to reimbursement for the actual costs cure of the default of the other with respect to the maintenance obligations assumed herein, except in the manner and amounts heretofore provided.

(d) Partial or total destruction of the Ford Theatre, from any cause whatsoever, shall not raise any obligation on the part of the County to rebuild, replace, renovate, regrade, replant or restore. If such destruction makes the premises unfit for the Licensee's use, this Agreement shall automatically terminate without liability to the County except to return unused sums identified in **Section 4** of this Agreement.

(e) Upon the expiration of this Agreement or upon any termination hereof, any and all equipment, fixtures, or other improvements erected or placed upon the premises by Licensee and to which the Licensee has retained title shall be removed at the Licensee's sole expense, and Licensee shall quit and surrender the premises to County in broom clean condition, and in such condition as was existing at the time the Licensee went into possession, normal wear and tear expected. County may charge Licensee a reasonable storage charge for such equipment, fixtures, or other improvements not removed from the premises within ten (10) days after the expiration or termination of this Agreement. All reasonable removal, transportation and storage charges incurred by the County hereunder shall be borne by the Licensee.

§ 714. Trade Fixtures. Licensee shall provide and install all sets and equipment that are required for its licensed operations. Prior to the termination of this Agreement, Licensee shall remove same from the licensed premises, other than for those items which have been furnished by the County or so affixed that their removal therefrom cannot be accomplished without damage to the realty. Should Licensee fail to so remove said sets and equipment before the termination of this Agreement, Licensee shall lose all right, title and interest in and thereto, and the County may elect to keep same upon the premises or to sell, remove or

demolish same. Licensee shall reimburse the County for any cost as determined by the Managing Director incurred in excess of any consideration received from the sale, removal or demolition thereof.

§ 715. Right to Enter. Licensee shall allow the Managing Director to enter the premises at any time to determine compliance with the terms of this Agreement, and shall allow the Managing Director, the County and/or other authorized governmental representatives access for any other purpose incidental to the performance of the responsibilities of those governmental entities.

§ 716. Security Devices. Licensee shall provide all security devices required for the protection of the fixtures and personal property used in the conduct of the permitted activities from theft, burglary or vandalism, provided written approval for the installation thereof is first obtained from the Managing Director. The County shall not be responsible for any fixtures and personal property damaged or stolen while stored on the licensed premises.

§ 717. Costs. Licensee shall bear the sole costs, wages, expenses and fees, including copyright fees, if any, incidental to the Licensee's use of the Ford Theatre, or any part thereof, and keeping the premises free of all liens. The Licensee agrees to indemnify, defend and hold the County, its officer, employees and agents harmless from any sanctions or other liability which may be assessed against the County by reason of the Licensees failure to comply with the foregoing.

§ 718. Responsible Representative. Licensee shall keep a responsible representative available on the Ford Theatre premises during all permitted hours of the entire event. This representative shall maintain copies of this Agreement and the receipt for consideration herein, for display upon request. Licensee shall designate one member of its staff as an Operations Manager with whom the County may deal with on a daily basis.

§ 719. Smoking Prohibited. Except as expressly provided by law, the Licensee shall prohibit smoking in areas covered by *California Labor Code* section 6404 and/or applicable County ordinances.

§ 720. Safety. Licensee shall immediately correct any unsafe condition of the licensed premises, as well as any unsafe practices occurring thereon. Licensee shall obtain emergency medical care for its employees, agents, or any member of the public who is in need thereof, because of illness or injury occurring on the licensed premises during the term of this Agreement. Licensee shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the licensed premises, including a prompt report thereof to the Managing Director.

§ 721. Sanitation/Fire Safety. No offensive matter, or refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health or safety, shall be permitted to remain on the licensed premises and within a distance of fifty (50) feet thereof, and the Licensee shall prevent any accumulation thereof from occurring. Licensee shall provide that all refuse is collected as often as necessary during its operations, shall regularly remove all refuse, and shall pay all changes which may be made for the removal thereof. Licensee shall furnish all equipment and materials necessary, including trash receptacles of the size, type, color and number required by the Managing Director, to maintain the licensed premises and the area within a distance of fifty (50) feet thereof in a sanitary condition.

§ 722. Utilities. The County shall provide and pay for any necessary utilities serving the licensed premises including local telephone service. Licensee waives any and all claims against the County for compensation for loss or damage caused by a defect, deficiency or impairment of any utility system, water

system, water supply system, drainage system, waste system, air conditioning, heating or gas system, electrical apparatus or wires serving the licensed premises.

§ 723. Additional Covenants. The Licensee shall not:

(a) change the topography of the Ford Theatre grounds or erect or install any improvements thereon, except as may be authorized in writing by the County.

(b) sell tickets of admission for or otherwise permit the audience to be seated during the Event/Performance upon the stage of the Little Theatre or any other stage of, or the hillside surrounding the Ford Theatre without the prior consent of the Managing Director. Maximum allowable seating capacity at the Little Theatre is 87.

(c) use any part for the Ford Theatre premises for lodging, overnight sleeping, or any unlawful purposes.

(d) overload any floor, ceiling or wall of the Ford Theatre or Little Theatre stage or the amphitheatre, or the gridiron or hanging equipment or any other fixture therein.

(e) place any additional lock of any kind upon any window or interior or exterior door of the premises, or make any change in any existing door or window lock or the mechanism thereof, without the Managing Director's written permission.

(f) impede the flow of vehicle traffic upon, nor restrict public access to or from, County property except as necessary during rehearsals and performances.

§ 800. RESERVATION OF RIGHTS.

§ 801. Easements. The County reserves the right to establish, grant or utilize easements or rights of way over, under, along and across the licensed premises for utilities and/or public access provided that the County shall exercise such rights in a manner as will avoid any substantial interference with the operations to be conducted hereunder. Should the establishment of such easements permanently deprive Licensee of the use of a portion of the licensed premises, an abatement of payments shall be provided in an amount proportional to the total area of the licensed premises in the before and after conditions.

§ 802. Construction. (a) The County reserves the right to undertake construction at or surrounding the Ford Theatre. In the event of performance of work at the Ford Theatre generally, and/or the Little Theatre, this Agreement shall continue in full force and effect, except that the payments to be made by Licensee shall be abated and/or other relief afforded to the extent that the Managing Director may determine that there is a reduction in the public's use of said facilities due to the partial or total closure thereof, that has affected the Licensee's operations.

(b) Licensee agrees to accept the remedy heretofore provided in the event of construction upon the licensed premises and/or the Ford Theatre, or any part thereof, and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may be made available hereafter under the laws and statutes of this State.

§ 803. Parking, Concessions and Merchandising. (a) Except as other expressly set forth in this Agreement, the County reserves the exclusive right to control and operate parking, food, drink and

concession services at the Ford Theatre. Licensee shall give the Ford Theatre concessionaire the right of first refusal on all food catered for receptions and/or parties.

(b) The County has subleased the Ford Theatre parking lots to the Los Angeles Philharmonic, which reserves the exclusive right to control and operate the parking which does not plan to charge for parking at this time. Except as otherwise expressly provided, Licensee shall instruct its personnel to park on the hill driveway during rehearsals and in the lower parking lot for each Event/Performance or any portion thereof.

(c) Licensee shall not park any vehicles in front of or cause any blockage at any time of any fire lane or disabled parking spaces. Any vehicles standing in the fire lane or any vehicles without disabled placards parked in disabled parking spaces will be towed.

(d) There shall be no post-performance receptions. Permission for pre-performance receptions must be obtained from the Managing Director.

(e) The sale of merchandise (including location of booths/tables) at the Ford Theatre must be pre-approved by the Managing Director. The County reserves the right to refuse to carry any merchandise at its sole discretion. Of the total gross merchandise sales and/or booth fees, the County shall receive twenty-five percent (25%).

§ 804. Television/Radio Rights. (a) Except as expressly provided in this Agreement, all television and radio broadcasting (live or delayed) of the Event/Performance, and transcription and recording rights, are reserved to the County, any may not be exercised by Licensee without a written amendment hereto.

§ 805. Complimentary Tickets. (a) Licensee agrees that thirty-two (32) complimentary pre-designated house seats (excluding press comps) during the run of the play will be reserved for County use at the disposition of the Managing Director. In addition, the County shall receive fifty (50) complimentary tickets during the previews.

(b) Two weeks before the Event/Performance, Licensee and the Managing Director (or his designee) will confer on whether or not additional complimentary tickets should be distributed to dress the house, and how many should be distributed.

(c) Licensee must purchase tickets in advance for outside sales. Purchase price of tickets may be drawn against Licensee's advanced box office sales minus the County's percentage and all other approved holds on ticket revenue.

§ 806. Box Office Advances and Refunds. Advances on box office will not be made except in the case of production emergencies for nonprofit organizations only. All requests for box office advances must be authorized by the Licensee's board of directors in writing, under signature of the Licensee's chief fiscal officer. Any box office advance must be guaranteed by the board of directors. If the Licensee's performance does not occur for any reason, including rain, all ticket sales will be refunded to purchasers.

§ 807. Signs/Advertising. (a) Licensee shall not use the Ford Theatre premises for any advertising purposes whatsoever and shall not place or cause to be placed any sign, advertising or other matter, on the premises (including upon any exterior or dressing room walls) without the Managing Director's prior written permission. There will be a \$500 violation fee against Licensee for affixing unauthorized signage.

(b) The County shall at all times have the right to post the premises with signs declaring the County's non-responsibility for Licensee's obligation; provided, however, that any failure to do so shall not result in acceptance by the County of any obligation or liability of the Licensee..

§ 808. Other Performance in Los Angeles County. Except as expressly authorized by the Managing Director, Licensee shall not present material identical to that in its Ford Theatre Event/Performance at any other site in Los Angeles County three months before or after the Event/Performance. This prohibition includes free performances and open rehearsals.

§ 900. TERMINATION/LIQUIDATED DAMAGES

§ 901. Termination of Agreement for Default. (a) This Agreement may be terminated in whole or in part by the County providing to Licensee a written Notice of Default if the Licensee fails to perform any covenant or condition of this Agreement, as determined by the Managing Director. Future right to use material recorded at the Ford Theatre may also be revoked for such breach.

(b) The Licensee shall have not more than ten (10) calendar days from the date of the Notice of Default in which to cure the Default(s); however, in her sole discretion, the Managing Director, may extend this period or authorize a longer period for cure.

(c) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates all or part of the Licensee's Event/Performance for Licensee's Default, the County, in its sole direction, may procure a replacement performance(s) and the Licensee shall be liable for all excess County costs incurred in connection with seeking the replacement performance(s), as determined by the County in its sole discretion.

(d) In the event the Licensee fails to correct any deficiencies identified in the Notice of Default within the prescribed time frames, the Managing Director may, in her sole discretion, (a) use the security deposit as provided for in § 300 ("Deposits"), (b) exercise the County's rights under § 715 ("Right to Enter"), (c) procure a replacement performance(s) pursuant to this § 901, (d) assess liquidated damages pursuant to this section, and/or (e) take other legal action available to the County. The parties agree that it may be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Licensee to comply with the obligations for licensed operations herein authorized and required. As such, the parties hereby agree that under the current circumstances a reasonable estimate of such damage is five hundred dollars (\$500.00) per day for each day of the period of time that the specified deficiency exists, and that the Licensee shall be liable to the County for liquidated damages in said amount is so determined by the Managing Director.

§ 902. Termination for Improper Consideration. (a) The County may, by written notice to the Licensee, immediately terminate the right of the Licensee to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Licensee either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Licensee's performance pursuant to the Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Licensee as it could pursue in the event of default by the Licensee.

(b) Licensee shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the

supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(c) Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

§ 903. Termination for Convenience. The County may terminate this Agreement in whole or in part from time to time when such action is deemed by the County to be in its best interest. Termination shall be effected by delivery to the Licensee of a thirty (30) day advanced written Notice of Termination specifying the date upon which such termination become effective.

§ 1000. GENERAL PROVISIONS

§ 1001. Governing Law. This Agreement shall be interpreted according to the legal rules and principles which govern the interpretation of contracts in this State.

§ 1002. Contract Modifications/Amendments. This Agreement fully expresses the Agreement of the parties. Except where expressly provided herein, any modification or amendment of the terms or conditions of this Agreement must be by means of a separate written document approved by the Managing Director. No oral conversation between any officer or employee of the parties shall modify or otherwise amend this Agreement in any way.

§ 1003. Limitations/Assignments. (a) Title to all personal property or real property improvements in or on the premises by the County shall remain the County's. Title to all personal property placed in or on the premises by Licensee shall remain the Licensee's provided said property can be removed without damaging the realty. All improvements to real property and fixtures placed in or on the premises by the Licensee shall become the property of the County.

(b) This Agreement is a license and not a lease and is a personal, revocable and unassignable permission to use the Ford Theatre or specified portions thereof, for the express purposes and subject to the terms and conditions set forth in this Agreement. It confers no interest in real property. Any attempt by the Licensee to transfer, assign, hypothecate or mortgage this Agreement shall be void and shall constitute a material breach of this Agreement upon which the County may immediately terminate this Agreement in accordance with the provisions of **§ 901** (Termination of Agreement for Default).

§ 1004. Notices. (a) The Managing Director shall be the County representative to whom the Licensee shall forward all notices, documents, reports, and records as required herein. Notices to the Licensee shall be addressed as listed in this Agreement.

(b) Notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

(c) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this **§ 1004**, within five (5) working days of said change.

§ 1005. Attorney Fees. If either party hereto brings court action to enforce the terms hereof or to declare rights hereunder, the prevailing party, on trial or appeal, shall be entitled to have its reasonable attorney fees, as determined and fixed by the court, paid by the losing party.

§ 1006. Waivers. (a) Any waiver by the county of any breach of any one or more of the covenants, conditions, terms and agreements contained herein shall not be construed to be a waiver of any subsequent or other breach of the same or any other covenant, condition, term or agreement contained herein, nor shall failure on the part of the County to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements contained herein be construed as in any manner changing the terms of this Agreement or estopping the County from enforcing the full provision thereof.

(b) No delay, failure, or omission of the County to re-enter the licensed premises or to exercise any right, power, privilege or option, arising from any default, nor any subsequent acceptance of payments then or thereafter accrued shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

(c) Waivers of the provisions of this Agreement shall be in writing and signed by the Managing Director.

§ 1007. Validity. The invalidity of any provision of this Agreement shall not void or affect the validity of any other provision.

§ 1008. Entire Agreement. (a) This Agreement constitutes the entire, full, complete and exclusive statement of understanding between the parties which supersede all previous written or oral agreements, and all prior communications between the parties relating to the subject matter of this Agreement.

(b) Licensee warrants that it has received a copy of this Agreement, including all exhibits thereto, and upon execution of this Agreement, it shall be Licensee's responsibility to retain on file, and to abide by the entire Agreement.

§ 1009. Captions. The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope, meaning or intent of these terms and conditions.

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