



LICENSE AGREEMENT JOHN ANSON FORD AMPHITHEATRE

The COUNTY OF LOS ANGELES, a body corporate and politic and a political subdivision of the State of California ("County"), does hereby grant to:

ORGANIZATION NAME

ADDRESS

PHONE

MAIN CONTACT

(hereinafter referred to as "Licensee"), permission to enter, use and occupy the outdoor John Anson Ford Amphitheatre ("Ford Theatre") as set forth in this License Agreement.

Section 1. Applicable Documents. This Agreement consists of this three page document and Exhibit A entitled "Standard Terms and Conditions, John Anson Ford Amphitheatre, License Agreements," Exhibit B entitled "Ford Amphitheatre Partnership Program Riders" and Exhibit C entitled "Preliminary Production Cost Estimate" herein. Licensee shall comply with all terms and conditions of this Agreement, including all terms contained in the Exhibits hereto.

Section 2. Administration. The Managing Director of the John Anson Ford Theatres shall administer this Agreement on behalf of the County. The Licensee shall deliver all payments, notices, documents and other materials addressed to the Managing Director, John Anson Ford Theatres, 2580 Cahuenga Blvd. East, Hollywood, California 90068.

Section 3. Purpose/Date/Time. (a) The Licensee has proposed and the County has approved use of the Ford Amphitheatre for the purpose of a "Ford Amphitheatre - 2012 Season" performance of "EVENT NAME" to take place on EVENT DATE.

(b) The Event/Performance and related activities permitted by this Agreement are authorized for the dates and times listed in Exhibit C. As time is of the essence, the date of the performance may not change. Licensee will attend a meeting with the Ford's Production Manager approximately 30 days before the first occupation of the theatre at which point final adjustments may be made to the production schedule below with the approval of the Ford's Production Manager.

Section 4. Deposits, Fees and Charges. (a) In consideration of the license herein given, the Licensee agrees to pay to the County the sum of LICENSE FEE PERCENT of the gross ticket sales. Licensee also agrees to pay to the County production costs, an estimate of which is summarized as in Exhibit C.

The calculation of the County production costs is based on the number and type of crew members needed, hourly wages of each crew member, and number of hours worked in addition to charges for use of in-house sound system and additional fees if applicable. Final production costs will be calculated and billed after event load-out is completed.

(b) Licensee also agrees to pay to the Ford Theatre Foundation a percentage of merchandising proceeds or a fee associated with the sale of merchandise as described in Exhibit B.

(c) In addition to sums paid pursuant to Section 4(a) herein, the Licensee agrees to deposit with the County the sum of one thousand dollars (\$1,000) as a security deposit, such deposit to be collected from first ticket revenue received by the Ford Box Office for the facility use described herein.

(d) Licensee agrees to pay any additional fees outlined in Exhibits A, B and C, including but not necessarily limited to fees related to crew costs, pre-show activities, recording in amphitheatre, delays in opening of house caused by Licensee, performance beyond the facility's 11:00 pm curfew, sound level violations caused by Licensee, parking violations by Licensee's personnel, posting of unauthorized signage or advertising.

(e) Licensee agrees to pay any outstanding balance associated with the above production activities within 60 days of receipt of the final cost report and settlement.

Section 5. Additional Terms. (a) Licensee shall also be bound by the terms and conditions set forth in Exhibit B including but not necessarily limited to governance of Technical and Stage Requirements, Front-of-House Operations, Marketing and Publicity, Parking, Concessions, Recording, Box Office Requirements, and Fees.

(b) Licensee agrees to execute the appropriate contract with Actor's Equity and/or the Musicians Union for all performances utilizing actors or live musicians who are union members.

(c) Proof of insurance as set forth in §400 of Exhibit A (Standard Terms and Conditions) to this License Agreement shall be submitted to the Ford Theatre no later than 30 days prior to the first performance.

(d) Technical crew, house and security costs are billed according to the rates listed in Exhibit B. The Production Manager, in consultation with the Licensee, will determine exact technical crew staffing required, a preliminary estimate for the cost of which is included here as Exhibit C.

(e) Licensee shall be solely responsible for securing and paying for any and all required clearances, licenses and releases in connection with all material (including, without limitation, music, literary or dramatic material, film, still photographs, and other visual arts) presented or utilized during the performance. Licensee shall be responsible for securing and making all payments for any and all performing rights licenses from ASCAP, BMI, SESAC, or any third party music licensor, to permit the use of music playback or live music performance, as applicable.

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IN WITNESS WHEREOF, the County of Los Angeles and the Licensee have caused this Agreement to be executed on their behalf by their duly authorized representatives.

COUNTY OF LOS ANGELES

By: _____ Date: _____
LAURA ZUCKER
Executive Director
Los Angeles County Arts Commission

Approved as to Form:
ANDREA SHERIDAN ORDIN
County Counsel

By: _____
Deputy

ORGANIZATION NAME

By: _____ Date: _____
Name: _____
Title: _____

By: _____ Date: _____
Name: _____
Title: _____