

LICENSE AGREEMENT

Mesa Arts Center
Mesa, Arizona
Operated by The City of Mesa

Agreement No.

This License Agreement (the "License") is made and entered into this **28 day of November, 2007**, by and between the City of Mesa, an Arizona municipal corporation, dba the Mesa Arts Center (the "Licensor" or "Mesa Arts Center") and _____ (the "Licensee"). Licensor grants this License to Licensee for use of the Mesa Arts Center facilities for "Activity" as described below, subject to the following terms, conditions, and restrictions:

PERFORMANCE INFORMATION

Start Date	Curtain	Room	Event Type
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NON-PERFORMANCE INFORMATION

Start Date	Load In	Room	Event Type
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SECTION 1. GRANT OF LICENSE, PREMISES, FEES

Grant of License, Fees. Licensor grants Licensee the right to use the Premises, as set forth herein, for the dates and times specified in this License and any addenda to this License. The parties agree that for such use of the Premises the minimum license fee is \$_____ excluding facility restoration fee, plus applicable tax (currently 1.75%) of \$_____ for a total amount of \$_____. Licensee acknowledges and agrees that there may be additional fees associated with the use of the Premises, discussed hereinafter in this License, any addenda to this License and the Mesa Arts Center Policies and Procedures. Licensee agrees to pay such additional fees upon receipt of an invoice for such fees.

License Deposit, Failure to Return Executed Agreement and Deposit. Licensee shall pay a non-refundable deposit for use of the Premises in the amount of \$. This deposit will be credited towards the license fee and all other fees incurred by Licensee for Licensee's use. The non-refundable deposit shall be paid by check made payable to *Mesa Arts Center* on or before Licensee returning this executed License to Licensor no later than _____.

1.1 Premises Use. As used in this License, any addenda to this License or the Mesa Arts Center Policies and Procedures, the term "Premises" shall mean the Venue specified above, and any additional Mesa Arts Center facility space specified as being needed for staging, dressing rooms, or equipment storage related to the Activity. Licensee may use the Premises for the Activity specified and for uses normally incident to such use, but for no other purpose unless previously authorized by the Licensor in writing. Licensor will furnish the Premises in a clean condition, with regular house lighting, water, and normal HVAC. Licensor shall further provide Licensee with reasonable access to a venue liaison and/or technical coordinator, and normal and customary custodial services without an additional charge. Additional building staff or equipment required by Licensee or Licensor in order to ensure a quality production will be paid for by the Licensee.

1.2 Non-exclusivity of Certain Venues, Reservation of Rights. Licensee acknowledges and agrees that the following Venues are open to the public and shall remain open to the public during the License Period: all parking lots, all outdoor areas, all studios, Mesa Contemporary Arts, all lobbies including terraces, Ikeda Theater, Piper Theater, Nesbitt-Elliott Playhouse Theater, Farnsworth Studio Theater, all

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backstage areas not specifically assigned to this event. Any rights granted to Licensee to use such Venues are non-exclusive. Licensor further reserves the right to use or license others to use any Mesa Arts Center facilities not licensed under this License without restriction. Licensor agrees to use commercially reasonable efforts, which do not result in Licensor incurring any costs or expenses, or otherwise result in the expenditure of funds, to not unreasonably interfere with Licensee's Activity. Licensee agrees to be reasonable in accommodating other activities at the Mesa Arts Center.

1.3 Addenda/Mesa Arts Center Policies and Procedures. Licensee agrees to observe and abide by the terms and conditions of (i) any addenda to this License, as executed by Licensee, and (ii) the Mesa Arts Center Policies and Procedures, both of which are incorporated herein with this reference. The term "License" as used herein shall be understood to include any such addenda. Licensee acknowledges that it has received a copy of the Mesa Arts Center policies and procedures.

1.4 Nature of License. Licensee acknowledges and agrees that the rights granted by this License to enter upon the Mesa Arts Center and use the Premises is nothing more than a license granted solely for the purpose of exercising its rights and performing its duties under this License. Nothing set forth in this License creates a tenancy between the Licensor and Licensee or grants the Licensee possession of any Licensor property. Upon termination of this License, Licensor shall have the right to remove and exclude from the Mesa Arts Center, or any other City of Mesa property, Licensee and any of Licensee's employees, contractors, or invitees, without being deemed to have committed any unlawful entry, trespass or injury of any sort whatsoever.

SECTION 2. PAYMENT OF FEES, DEPOSITS, CANCELLATION OF RESERVATION, SETTLEMENT OF EVENT

2.1 Additional Deposits. Licensor reserves the right to require additional deposits to be credited against any additional expenses associated with the use of the Premises, in an amount not to exceed the estimated amount of such expenses. Such additional deposits shall be paid on or before the earlier of (i) the first date of Licensees' use or (ii) five (5) working days after Licensee's receipt of an invoice requesting such deposit.

2.2 Automatic Cancellation Date. In the event Licensee fails to return an executed License Agreement and License deposit by the Automatic Cancellation Date, the Mesa Arts Center reservations system will automatically delete Licensee's reservation. Upon such cancellation, Licensor shall have no further obligations or other liability to Licensee. If not specified otherwise, the Automatic Cancellation Date shall be thirty (30) days after the date this License Agreement is entered into as specified on the first page of this Agreement.

2.3 Default Cancellation by Licensee. Should a Licensee cancel a booking less than ninety (90) days before the first scheduled day of the event, the Mesa Arts Center shall retain the initial deposit as liquidated damages and retains the right to collect from Licensee the amount equal to the rental rate of the space cancelled.

2.4 Final Payment, Default in Payment. All fees and other expenses owed by Licensee in connection with its use of the Premises, less the amounts of any deposits, shall be due and payable upon receipt of an invoice. Licensor shall have the first lien against box office receipts for all unpaid fees and expenses due under this License. Licensor may offset from box office receipts, before settlement, any amounts due to Licensor under this License. Any amounts due to Licensor, which are not received within fifteen (15) days after the invoice date, will accrue interest at the highest rate allowable by law, on a 30-day basis. Licensee shall pay all costs incurred by Licensor in pursuing payment. Any Licensee with outstanding amounts due to Licensor shall not be able to use, or license for use, any part of the Mesa Arts Center until all such outstanding amounts are paid in full.

2.5 Settlement. Upon Licensor's request, preliminary settlement shall be made at conclusion of the event. If box office receipts exceed fees due, a settlement check for box office receipts less unpaid fees will be mailed to Licensee. Final settlement will be made within seven (7) business days following the event. Unless otherwise agreed upon, the City shall issue a check for the balance of box office receipts

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within seven (7) business days. The balance due will be determined based on inclusion of house expenses and other costs incurred during the event.

SECTION 3. INSURANCE AND INDEMNIFICATION

3.1 Insurance.

- a) If required by Licensor, Licensee, at its own cost and expense, shall maintain and keep in force, commercial general liability and property damage insurance against claims for personal injury or death, or property damage occurring on or about the Premises. Certificates of insurance, providing evidence of such coverage, shall be submitted to Licensor no later than thirty (30) days prior to the first date of Licensee's use of the Premises, as provided herein. Insurance shall be provided by a company licensed to do business in the state of Arizona and acceptable to Licensor.
- b) The policy or policies listed above shall provide at least a combined single limit of \$1 million per occurrence and, if an aggregate policy, it shall provide a minimum of \$2 million. The policies must also include ***the City of Mesa, its officers, City Council, boards, agents and employees and the Mesa Arts Center as additional insured*** for contemplated event, including rehearsal, load-in and/or load-out dates. An endorsement reflecting this coverage shall be provided to the Mesa Arts Center Event Services Supervisor.
- c) The Administrator or designee reserves the right to cancel the event upon failure of Licensee to provide such verification within the specified period.

3.2 Indemnification. Licensee agrees to and shall indemnify and hold harmless the Mesa Arts Center and the City of Mesa, its Mayor and City Council, appointed boards, support organizations, and commissions, officials, officers, employees, and volunteers individually and collectively, from and against all fines, suits, claims, demands, actions and liability, loss, theft, damage, costs or expenses (including reasonable attorneys' fees and costs) arising from or as a result of the death of a person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which shall occur on or adjacent to the Premises to the extent directly or indirectly caused by any acts done thereon or any errors or omissions of the Licensee or its agents, servants, employees, contractors, or invitees without regard to the limits of liability insurance coverage required. The obligations of Licensee under this Paragraph shall not in any way be affected by the refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting the Premises. If any claim, action or proceeding is made or brought against the City by reason of any event which is the subject of Licensee's foregoing indemnity, then, upon demand by Licensor, the Licensee, at its sole cost and expense, shall resist or defend such claim, action or proceeding in City's name. Notwithstanding the foregoing, Licensor may engage its own attorneys to defend it or to assist in its defense, and Licensee shall pay the reasonable attorney's fees, costs and disbursements.

3.3 Theft/Loss. Neither the Mesa Arts Center, nor its officers, agents or employees, shall be responsible for losses by Licensee or Licensee's patrons, invitees, officers, agents, or employees due to theft or disappearance of equipment or other personal property of Licensee. In accepting delivery of property addressed to Licensee, the Mesa Arts Center is acting only for the accommodation of Licensee and shall not be liable for any loss or damage thereof. Licensee assumes all responsibility for any property placed in storage with the Mesa Arts Center, or otherwise left at the Mesa Arts Center during the run of an arrangement.

SECTION 4. COMPLIANCE WITH LAWS, POLICIES AND PROCEDURES

4.1 Compliance with Laws. Licensee shall comply with all policies and procedures, regulations, safety and fiscal procedures, laws, ordinances, and statutes, applicable to the Mesa Arts Center and the use of the Premises. Compliance shall include without limitation (a) obtaining all applicable permits and licenses, (b) paying all applicable taxes (gross receipts and income), (c) obtaining and paying for all music and performance rights.

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4.2 Non-Discrimination. Licensee, in its use of the Premises, shall not discriminate against any person, entity, or group because of age, race, sex, creed, color, religion, or national origin, nor otherwise commit an unfair employment practice.

4.3 Americans with Disabilities Act Compliance. Licensee is required to comply with the Americans with Disabilities Act.

4.4 Signed Performances. In accordance with the Americans with Disabilities Act, Public Law 101-336, the Licensee will provide and pay for services rendered for a signer to sign for the hearing impaired if such request is made up to forty-eight (48) hours prior to event day. The Licensor will determine the general location of the signer, based on the seating holds, and shall be the final authority regarding all necessary staffing and equipment requirements including lighting or risers.

4.5 Animals. Service Animals will be allowed on the Mesa Arts Center premises in accordance with the Americans with Disabilities Act. All other use of animals is prohibited without prior written consent of the Administrator. Administrator's consent may be granted or denied in his/her sole discretion.

4.6 Drug-Free Work Program. Licensee is hereby advised the Licensor has adopted a policy establishing a drug-free work place for itself and as a requirement for vendors-contractors doing business with Licensor to ensure the safety and health of employees working on City license agreements, contracts, and/or projects. Failure of Licensee to require a drug-free work place in accordance with the City's policy may result in termination of this License.

4.7 Copyright Protection. Licensee represents and warrants on behalf of itself, the event promoter and/or musical group/performer that all copyrighted music will be performed or produced with the written permission of the copyright owner. Licensee further represents and warrants that any and all obligations under the copyright license shall be performed or completed by Licensee and/or the designated representatives, the event promoter, and the musical group/performer. Without limiting the generality of the foregoing, Licensee shall pay all applicable BMI, ASCAP, and SESAC license fees for the Activity. In addition to the indemnity provision contained in Section 3.2, Licensee agrees to indemnify and hold harmless Licensor, and its employees from any and all liability, claims, costs, actions, expenses including reasonable attorneys' fees and court costs that may arise out of or in any way connected to or incurred directly or indirectly from infringement of a copyright license agreement or copyright infringement lawsuit or any breach of the representations, warranties, or agreements contained in this Section 4.7.

4.8 Dangerous Use. Licensor will reasonably determine that the use to which the Premises shall be put by Licensee will not or is not likely to: (a) create a dangerous or unsafe condition, (b) create a condition improper, incendiary or dangerous to the public health, or safety, or (c) endanger or deteriorate the Mesa Arts Center or any part thereof by fire, water or other means of any nature. Licensee agrees that this Agreement may be summarily cancelled by Licensor without any advance notice if Licensor makes such contrary determination or if Licensee in fact violates any of the provisions of this Section 4.8. Notwithstanding the foregoing, Licensee will be notified as soon as reasonably possible after such cancellation and Licensor may refund any deposits made by Licensee, less any amounts for services provided to Licensee prior to such cancellation. In the event of cancellation based on this Section 4.8, Licensee understands and agrees that no liability whatsoever shall attach to Licensor by reason of such cancellation.

4.9 Public Safety. Licensee agrees, at all times, to conduct its activities at the Mesa Arts Center with full regard to public safety. Licensee shall not in any way interfere with exits and exit signs, including attaching anything to panic hardware. All exit signs shall be kept clear and illuminated. All items, such as scenery and stage props, brought into the Mesa Arts Center by Licensor, must comply with state and local fire ordinances. Any non-compliant items must be removed from Premises. The Mesa Arts Center is subject to fire and safety inspections at any time.

SECTION 5. GENERAL CONDITIONS

5.1 Force Majeure. Failure to perform by Licensor due to a Force Majeure Event shall not be deemed a violation or breach hereof. A Force Majeure Event may include without limitation, fire, flood, earthquake, strikes or work stoppages, any interruption of utility services, suspension or interference with performances caused by acts of God or acts of public enemy, riots or similar occurrences, order of court or administrative agencies, including orders of the Municipal Fire Marshall or building official. In the event of an occurrence as described above, the License Period shall terminate and Licensee shall only be required to pay any and all fees charged for the Premises up to the time of such termination. Licensor shall have no liability for any costs, expenses, or other liability incurred by Licensee as a result of such Force Majeure Event.

5.2 Entire Agreement, Waivers, Amendments. This License, any Licensee executed addenda to this License, and the Mesa Arts Center Policies and Procedures constitute the entire agreement of the parties with respect to the subject matter hereof and except as otherwise specified in this License, all prior and contemporaneous agreements, representations, negotiations and understandings of the parties are superseded by and merged into this License. To be effective, all waivers shall be in writing and signed by the party to be charged. No waivers shall be construed or held to be a waiver of any same, similar, succeeding or preceding breach. This Agreement may not be amended or otherwise modified except through a written instrument executed by both parties.

5.3 Assignment. Licensee shall not assign or otherwise transfer this License or any of its rights or duties under this License without first obtaining the written consent of Licensor, which may be granted or denied in Licensor's sole discretion. Any assignment, transfer, pledge or mortgage of this License, by Licensee in violation of this Section 5.3 shall be voidable.

5.4 Attorneys' Fees. In the event any action at law or equity shall be instituted between the parties in connection with this License, the party prevailing in such action shall be paid from the other party all of its costs including reasonable attorneys' fees and court costs.

5.5 Authorization. The parties represent and warrant that the persons executing this License have full authority to bind the respective parties.

5.6 Captions. The captions used in this License are for convenience only and are not a part of this License and do not limit or amplify the terms and provisions hereof.

5.7 Construction of License. This License has been arrived at by negotiation between the City and Licensee. As such, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this License. Further, the language in all parts of this License shall in all cases be construed as a whole and in accordance with its fair meaning.

5.8 Governing Law. This License shall be governed by and construed under the laws of the State of Arizona, including the applicability of A.R.S. 38-511.

5.9 No Third Party Beneficiaries. The City and Licensee acknowledge and agree that the terms, provisions, and conditions hereof are for the sole benefit of, and may be enforceable solely by, the Licensor and Licensee. No third party beneficiaries are intended to be created under this License.

5.10 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this License shall become illegal, null or void or against public policy, the remaining portions of this License shall not be affected and shall remain in full force and effect.

5.11 Successors and Assigns. Except as provided in Section 5.10 above, all of the terms and conditions of this License shall inure to the benefit of and shall be binding upon the successors in interest of each of the parties hereto.

5.12 Surviving Provisions. Any provision of this Agreement, executed Addenda, or the Mesa Arts Center Policies and Procedures, which reasonably should survive the expiration, cancellation, or other termination of this Agreement, shall survive.

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In Witness Whereof, the parties have executed this Agreement as of the date first written above.

“LICENSEE”

“LICENSOR”

By: _____

By: _____

Print Name

Assistant Director – Theater and Operations

Title

Date Signed

Date Signed

Address: _____

Phone: _____

E-Mail _____

MESA ARTS CENTER
ADDENDUM A – Theater and Special Events
LICENSING POLICIES AND PROCEDURES

I. Authority

The Mesa Arts Center Performing Arts Administrator or Designee (the Administrator) is hereby authorized, by the City Manager's Office, to enter into license agreements with groups, persons and entities for events at the Mesa Arts Center, which are in the best interest of the City and which are in conformity with duly adopted Mesa Arts Center policies and procedures.

II. Booking and Scheduling

- a) The Mesa Arts Center reserves the right to reschedule, move or cancel a booking in the event that the Mesa Arts Center determines that the space and date are needed for an event having a broader impact on the City of Mesa as a whole. As much advance notice as possible will be given, and every effort to reschedule the event will be made. Should the Mesa Arts Center be unable to accommodate the Licensee, full refund of prepaid deposits, etc. will be issued within fourteen (14) business days. The Mesa Arts Center also reserves the right to provide alternate space should a booking conflict require moving an event.
- b) The Mesa Arts Center reserves the right to book limited use events during non-performance days within a Licensee's Agreement with no credit due. Licensee may retain set and lighting configurations but is required to accommodate reasonable stage access to the incoming licensees. Arrangements will be made between Licensee and the Event Services Supervisor to accommodate any incoming licensees. Limited use contracts are guaranteed minimal stage access only. In the event a licensee accepts such a contract, the Mesa Arts Center cannot guarantee the position of the stage's orchestra pit, main curtain, house electrics or other standard house equipment. If a licensee accepts such a contract, licensee agrees to these conditions and will name the occupying Licensee as additionally insured on required insurance policy.
- c) Mesa Arts Center reserves the right, at its sole discretion, to refuse or cancel any future bookings by Licensee based on Licensee's payment history and/or past due balances.

III. Event Servicing Procedures

- a) Upon Licensee's execution and return to the Mesa Arts Center of a license agreement and submission of the required deposit, Licensee will need to contact the facility Technical Director to schedule a pre-production meeting to discuss the technical needs of the event. Needs include but are not limited to, crew requirements, lighting and sound, line-set plot and equipment rental or usage.
- b) Additional Information. Licensee shall furnish to Licensor, in a reasonable manner and in a reasonable amount of time, any information requested by Licensor regarding the Licensee's intended use, any special arrangements, special services, or equipment requested by Licensee for the appropriate presentation of the Activity. Licensor shall have no obligation to provide any such arrangements, services, or equipment unless agreed to in advance in writing by Licensor.

IV. Staffing

- a) The Mesa Arts Center reserves the right to determine the staffing needs for all events at the Mesa Arts Center. Out of pocket expenses for staffing will be passed on to the Licensee. Determination to increase staffing shall be made in the Mesa Arts Center's sole discretion.
- b) Licensee or an authorized designated representative shall be present at all times the licensed space and any support space is in use by its employees, agents, members, invitees and contractors. Mesa Arts Center management shall have the authority to preclude access to the facility when Licensee or designated representative is not present.

V. Occupancy

- a) Licensee shall not admit to said Premises a larger number of persons than can safely and freely move about in said areas as determined by the Mesa Fire Department, in its sole discretion. Under no circumstances shall paid admissions, sold tickets or free tickets be issued beyond the stated capacity as determined by the facility.
- b) A specific number of tickets will be "held" by the Mesa Arts Center for problem seat relocations and House Holds in the theaters. Each person in attendance of theater events shall have a ticket. Standing in the aisles, entryways, or steps is strictly prohibited. Licensee will permit no chairs or movable seats to be or remain in any passageway and will keep all passageways clear at all times; no portion of the sidewalks, grounds, entries, passages, vestibules, halls, elevators, abutting streets or ways of access to public utilities of said building shall be obstructed by Licensee or used for any purpose other than for ingress to and egress from the facility.
- c) Seating configurations must adhere to ADA laws and regulations set by the Mesa Fire Department. The Mesa Arts Center reserves the right to final approval for all seating configurations.

VI. Rental Regulations and Rates

- a) Required services not included in basic rental rate which are to be provided exclusively by Licensor and paid by Licensee:
 - Technical Support
 - Front of House Support
 - Box Office fees as outlined in Addendum C – Box Office Licensing Policies and Procedures
 - Additional Security as determined by Licensor, at Licensor's sole discretion
- b) Please refer to the Mesa Arts Center Schedule of Fees for a list of other services available and the fees associated with the services.
- c) Licensee is advised that Mesa Arts Center is a Division of the City of Mesa and any events scheduled on City of Mesa holidays may be subject to overtime rates. Facility overtime license rates are quoted per hour. Any fraction of an hour is calculated as a full hour and shall be applied when the facility is used in excess of the contracted rental period. Facility overtime license fees do not include the cost of any other services.
- d) Varying uses of these facilities do not make it possible for the Mesa Arts Center to list all the charges herein. It is the Licensee's responsibility to define specific requirements and inquire about costs and charges to verify if they are covered under the license rates.

VII. Cancellations

- a) Rescheduling or cancellation by City of Mesa. In the event that the Mesa Arts Center terminates the Licensee's right to use the Premises as set forth in Section II (a) of this Addendum, all deposits and license payments will be refunded.
- b) Cancellation of Ticketed Events. When an event for which tickets have been sold is canceled by the Licensee, or by Mesa Arts Center due to failure of the Licensee to meet the terms of the License Agreement, the deposit shall be retained by the Mesa Arts Center and all ticket revenue shall remain in the possession of the Mesa Arts Center box office, to be refunded to the buyers of such tickets. Licensee shall be responsible for all costs associated with the ticket refund process. In the event that the Mesa Arts Center terminates the Licensee's right to use the Premises as set forth in Section II (a) of this Addendum, Mesa Arts Center shall absorb all costs associated with the ticket refund process.

VIII. Holidays/Hours of Operation

Mesa City holidays include:

New Year's Day	MLK Holiday
Presidents' Day	Memorial Day
Independence Day	Labor Day
Veterans' Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day

Labor Services provided on City of Mesa holidays may be subject to overtime rates.

Administration Office Hours: Monday – Friday 8 AM to 5 PM

IX. Concessions

- a) Licensor reserves the right to all food, beverage and other non-event related merchandise concessions. Licensee is not authorized to engage in any sales of this kind at the Mesa Arts Center.
- b) Food and beverage, except for bottled water, will be allowed in theaters only with the prior approval of the Administrator.

X. Novelties/Merchandise

If a Licensee wishes to sell event related novelty items, the sales will be subject to a commission or a negotiated buy-out approved by the Administrator or designee based on the nature and scope of the event.

XI. Alcohol

- a) Alcoholic beverage service is provided exclusively by the Mesa Arts Center. No beer, wine, or spirits of any kind shall be sold or brought onto the Premises by the Licensee or its agents, sub Licensees, employees, or guests. Beer, wine and spirits shall be available only through the Mesa Arts Center Concessions Office
- b) The Mesa Arts Center reserves the right to restrict the consumption of alcoholic beverages to designated locations on the Premises. The Mesa Arts Center reserves the right to deny or restrict the service of beer, wine, and/or spirits at any event. Licensor reserves the right to require additional security for events where alcohol will be served. Such staffing will be billed to Licensee.

XII. Catering

The Mesa Arts Center may license and/or contract with one or more catering services to serve as authorized facility caterer(s). All food and beverage service catered both backstage and in public lobby spaces must be ordered through an authorized Mesa Arts Center caterer.

XIII. Equipment

Licensor shall have the right to impose restrictions or prevent the use of any equipment, effect, rigging, etc. posing a potential hazard or that would not be compatible with the use of the Mesa Arts Center and its equipment. All approved, non-Mesa Arts Center equipment must be interfaced with house equipment by Mesa Arts Center personnel. All in-house equipment is subject to availability. Licensor does not guarantee inventory. Licensee must confirm equipment needs during the preproduction meeting.

XIV. Signs and Banners

- a) Licensee shall not mark, paint, drill into or in any way alter, mar or deface any part of the Mesa Arts Center.
- b) The Licensee shall not display or erect any lettering, signs, pictures, or notice of advertisements on any part of the outside or inside of the Mesa Arts Center or make any alterations or improvements in or to the Mesa Arts Center without prior written consent of the Administrator. Administrator's consent may be granted or denied in his/her sole discretion.
- c) Licensee shall not store displays at the Mesa Arts Center.

XV. Restoration/Vacating Provisions

Licensee is responsible for the restoration of all spaces used, including but not limited to lighting, sound, placement of equipment and seating arrangements. Should Licensee not restore the Premises, Licensor reserves the right to conduct its own restoration, and bill Licensee for all associated costs. Licensee shall surrender the Premises used in a clean, orderly and safe condition upon the designated time. Licensee shall promptly remove all of Licensee's personal property and equipment without damage to the Premises, by end of final use day.

XVI. Broadcast

- a) No programs, activities or events in the Theaters or the Premises shall be filmed, broadcast, televised or recorded without the prior written approval of the Administrator. Administrator may grant or deny consent in his/her sole discretion.
- b) In addition to the regular rental fees, Licensee may, at the option of the Administrator, be required to pay an additional sum for the right to film, broadcast, televise and/or record approved programs, activities and/or events of Licensee.

XVII. Powers Reserved to Administrator

- a) In providing space to Licensee, the Administrator retains the right to control the management of the Mesa Arts Center and/or enforce all necessary and proper rules for the management and operation of the Mesa Arts Center.
- b) The Administrator, and his/her designated staff, may enter all of the Premises at any time and on any occasion.
- c) The City of Mesa reserves the right, through its Administrator and its other designated representatives, to eject any objectionable person(s) from the Premises and, upon the exercise of this authority through its Administrator, its designees or the police, the Licensee waives any and all claims for damages against the City of Mesa, its officers, agents and employees.
- d) Unless otherwise specified in writing, the Administrator shall have the right to schedule other similar events both before and after the date of this event without notice to Licensee.

XVIII. Pyrotechnics/Special Effects Permits and Fees

Pyrotechnics and other special effects such as torches, flash pots, other limited smoke effects and small explosions all require prior approval of the Administrator and require permits from the City of Mesa Fire Department. Licensee will inform the Administrator if the event being contracted has any pyrotechnics or special effects that may require a permit and if required, all permit fees will be paid by the Licensee at the applicable rates prior to the event.