

INB PERFORMING ARTS CENTER

USE AGREEMENT GENERAL CONDITIONS

The following terms and conditions are incorporated into the Use Agreement.

1. EVENT REQUIREMENTS

- (a) All event requirements should be approved by the District at least thirty (30) days prior to the Event. A late fee of five percent (5%) of the Use Fee may be imposed if Licensee does not submit all event information and requirements within thirty (30) days of the Event.
- (b) The District will provide the first set of CAD drawings for the use of the Premises at no charge. Additional drawings will be charged to the Licensee at the prevailing labor rate.

2. EXCLUSIVE SERVICES

The District exclusively provides the following services at the sole expense of the Licensee.

- (a) Ticket Selling Services.
The District has retained TicketsWest as its ticket selling agency to include computerized outlet and box office distribution systems. TicketsWest will retain the revenue from ticket sales pursuant to the Use Agreement. The fee for ticket selling services has been negotiated between TicketsWest and the District. The Licensee is responsible for acquiring ticket selling services from TicketsWest.
- (b) Catering.
All catering and concession services are provided exclusively by Centerplate. Licensee may not use any other food or beverage providers for their event requirements. Unless otherwise authorized, no outside food or beverages are permitted on the Premises.

The District and Centerplate have negotiated fees for service to include the prices of food and beverages. Fees for catering services will be set forth in Exhibit B, as appropriate.
- (c) Event Staff and Crowd Management
Event staff, including ushers, ticket takers, peer group security, police and other services are by arrangement through the District's service provider, Staffpro and the City of Spokane Police Department. The District has established certain minimum staffing requirements for events. The District and Staffpro have negotiated the rates for their services.
- (d) Electrical Services.

Except for house, common area and room lights for regular facility operations, additional electrical services and requirements shall be paid for by Licensee.

- (i) Meeting & Banquet Rooms: Normal electrical usage is included in meeting and banquet room rental. Exceptions include, but are not limited to, theatrical lighting, copiers, bands, cooking devices, computer labs, etc.
- (ii) Exhibits & Displays: All expenses for electrical services for display and exhibit tables will be at the expense of the Licensee.

All electrical connections must be made by a representative of the District, at the sole expense of the Licensee. Equipment and services provided by Licensee must comply with all the applicable codes, regulations, and federal, state and local statutes and ordinances.

(e) Water.

Water shall be furnished at no cost to the Licensee by means of the appliances installed for ordinary sink, toilet or janitorial purposes, but for no other purposes, unless otherwise specifically provided for in this Agreement. Any damage to the water system or facilities caused by Licensee, its invitees and event patrons on account of misuse shall be the responsibility of Licensee.

(f) Telephone, Internet and Similar Services.

The District exclusively provides telephone, internet, teleconferencing, and similar services.

3. LICENSEE'S RETAINED SERVICES

If Licensee intends to retain the services of individuals or entities not identified in these General Conditions, Licensee shall notify either the General Manager or Event Supervisor thirty (30) days in advance of the event. By way of example only, such services may include but are not limited to destination management, audio/visual or decoration services ("Licensee's Contractor"). Prior to performing services in the Premises, Licensee's Contractor shall: (a) provide a description of services; (b) execute an indemnification/hold harmless agreement and (c) provide proof of liability insurance in amounts and upon terms that are acceptable to the District.

4. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

The District represents that the INB Performing Arts Center is in compliance with the American's with Disabilities Act (ADA) and all regulations thereunder, and that the Spokane Public Facilities District as the INB Performing Arts Center owner is responsible for the permanent building access accommodations, such as, but not limited to wheelchair ramps, elevator standards, door width standards and restroom accessibility. Licensee acknowledges it is responsible for non-permanent accessibility requirements such as, but not limited to, seating accessibility and auxiliary aids for the visually impaired, hearing impaired and mobility impaired. Licensee rents the INB Music Room with the understanding

that it is only accessible by stairs; therefore it does not meet the standards as outlined in the American's with Disabilities Act (ADA).

5. PUBLIC SAFETY

- (a) Licensee shall not admit to the Premises a larger number of persons than can safely occupy the Premises according to the reasonable discretion of the General Manager. Licensee will not permit chairs or obstacles to block passageways or fire exits in the Premises. Licensee will not obstruct for public use all sidewalks, grounds, entries, passages, vestibules, and abutting streets of the Premises. Licensee is advised the District maintains a policy that recognizes the public's right to engage in Free Speech on property made available to the public.
- (b) Licensee agrees not to sell, or permit to be sold or disposed of, any tickets for any scheduled event in excess of the official seating capacity of the Premises.
- (c) The District reserves the right to require the doors to the public seating area to be opened to the public a specified time before the event, as determined by the General Manager.

6. EQUIPMENT

- (a) Erection of any special apparatus, scaffolding, rigging, or other built-up structures is the responsibility of the Licensee at Licensee's sole expense, with such apparatus installed according to the specifications and requirements of the City of Spokane Building Inspector and the General Manager.
- (b) Use and placement of all production equipment, including but not limited to mixing consoles, lighting consoles, and other lighting or sound equipment, shall be approved by the General Manager prior to installation.

7. CARE AND USE OF PREMISES

- (a) Licensee shall not injure, mark, nor in any manner cause or permit anything to be done whereby the Premises or equipment are injured marred or defaced; and will not drive or permit to be driven nails, hooks, tacks, or screws into any part of the Premises or equipment.
- (b) No signs or posters may be attached to painted or glass surfaces by any means, including duct tape or masking tape.
- (c) Licensee acknowledges that there are exclusive INB Performing Arts Center signage sponsors. Licensee agrees not to cover, block or otherwise obscure the signage without written approval by the General Manager.
- (d) No advertising or other matter shall be placed or posted in or about the Premises without the General Manager's written approval.
- (e) Licensee agrees to keep the Premises and facilities clean and free from damage by its employees, invitees and event patrons.
- (f) In the event of damage or alteration to the Premises or equipment, Licensee agrees to pay to the District, on demand, such sums needed to fully restore the Premises or equipment, or repair the damage, or replace altered or damaged portions, at the District's option. Such damage shall

include damage as a result of failure to maintain order, security and crowd control.

- (g) Premises are delivered under a “clean building” policy. Licensee, its contractors and agents will be responsible for leaving the Premises in the condition they were found, reasonable use excepted. The use fee includes the cost for routine, reasonable anticipated, clean-up. Excessive clean-up required by the INB Performing Arts Center staff will result in charges to the Licensee.
- (h) All common areas of the Premises (including, but not limited to the sidewalks, plazas, concourses, lobbies, restrooms and concession areas) may be available to other licensees for concurrent access and use. The District will coordinate and schedule the use of common areas to accommodate all licensees.

A diagram of Licensee’s proposed common area layout must be submitted to the District no later than 60 days prior to the first move-in day. The plan must include banner dimensions, informational kiosks, directional signage, and all other information related to the use of the common areas. All plans will be reviewed by the District to ensure that they do not interfere with the use of the Premises or common area by other licensees to include compliance with City Ordinance, State law and code requirements. The District reserves the right to make adjustments to each plan, if necessary, to accommodate the concurrent use of common and public areas. Licensee will be contacted, not less than, 30 days prior to their move-in date if the District modifies Licensee’s plan for the use of common areas.

Fees for use of common space will be itemized on Exhibit B.

- (i) All rigging and hanging of signs must comply with the Rigging Rules and Regulations as listed in the Planner’s Packet. Rigging and hanging of signs may only be performed by employees or subcontractors who are familiar with the house hang points, load limits, rules and regulations. IATSE Local 93 meets these requirements and is the preferred provider for rigging in the INB Performing Arts Center.

8. REPAIR OR REMODEL OF PREMISES

The District shall provide written notice to Licensee of scheduled repair or remodel work in the Premises that would materially interfere with Licensee’s Event. The District’s notice shall include: (a) a description of the project and schedule; (b) the anticipated impact on the Premises used by Licensee; and (c) the District’s commercially reasonable efforts to minimize disruption of Licensee’s event. If it is reasonably determined by the Parties that the District’s repair or remodel activities will interfere with Licensee’s ability to use the Premises, the District shall (a) relocate the Event to a different area of the Premises; (b) reschedule the Event upon the same terms and conditions set forth in the Use Agreement; (c) or permit Licensee within ten (10) days of the District’s notice, to terminate the Use Agreement and receive a refund of its deposit.

9. PERSONAL PROPERTY

- (a) Lost property shall be given to the General Manager. Reasonable attempts will be made to return the property to its owner.
- (b) If Licensee's property is removed, disposed, and/or stored all costs of removal, disposal or storage shall be at the sole expense and liability of the Licensee. Licensee waives all claims for damages or destruction of its property and agrees to indemnify and hold harmless the District and its agents and employees from all losses, liability, or claims of any third parties relating thereto.

10. VIDEO, SOUND, RECORDING, BROADCAST

All television, broadcast, video or sound recording rights are reserved to the District, but said privileges may be acquired by negotiation with the General Manager. Any arrangements made in the exercise of rights acquired by the Licensee hereunder are at its sole expense and liability. The above reservation includes the right of the District to use such picture or audio recordings in District marketing materials, website postings and other public domain without payment of fees or royalty to Licensee.

Upon request, the District will make video and/or audio recordings of the Event. Such recordings are conditioned upon: (a) Licensee holding the District harmless from all loss, liability and damages and (b) payment of fees set forth on Exhibit B.

11. SPONSORSHIP

Licensee agrees not to represent, advertise or allow others to represent or advertise that the District or INB Performing Arts Center is sponsoring the event held at the Premises, without the written permission of the General Manager and/or District Executive Director.

12. COPYRIGHT; TRADEMARK

Licensee warrants, on its own behalf and on behalf of any Artist(s)/Performer(s) or any other person authorized or permitted by the Licensee upon the premises, that all material presented, heard or shown, has been duly licensed or authorized by the owners of any copyright or trademark interests. Licensee accepts sole responsibility for licensing or royalty fees and promises to pay all such amounts or claims and to indemnify and hold harmless the District, their agents and employees, for all claims, including penalties and attorneys fees incurred by the District because of any copyright or any trademark dispute.

13. RULES, REGULATIONS AND POLICIES

Licensee shall comply with District adopted rules, regulations and policies ("Regulations") that relate to the use of the Premises.

14. ENTIRE AGREEMENT

The Use Agreement, the General Conditions and referenced exhibits contain the entire Agreement of the parties and supersede all prior negotiations, representations and understandings. No other oral or written communications shall alter any provision of the Agreement unless both parties have consented thereto in writing.

15. SEVERABILITY AND WAIVER

The illegality or unenforceability of any provision of the Use Agreement shall not render the remainder unenforceable. Waiver by the District of any term of the Use Agreement in any specific circumstance shall not be deemed a waiver in any subsequent matter.

Adopted: [DATE]

[END OF GENERAL TERMS]