

## **LICENSE AGREEMENT**

**AGREEMENT** made as of this \_\_\_\_\_ day of \_\_\_\_\_, between The City University of New York on behalf of **Lehman College** (hereinafter referred to as “College”), located at **250 Bedford Park Boulevard West, Bronx, New York 10468** (hereinafter referred to as “Licensor”), and \_\_\_\_\_ with an address at \_\_\_\_\_ for itself, its successors, and/or its legal representatives (hereinafter referred to as ‘Licensee’).

### **WITNESSETH**

The parties desire to enter into an agreement whereby Licensor will make certain facilities (referred to as “Premises”) available to Licensee for the Event as defined in paragraph II, below. Therefore, Licensor hereby grants Licensee a revocable license, subject to the terms and conditions set forth below, to use the Premises as specified in this Agreement.

### **I. FACILITIES**

The Licensor hereby grants to the Licensee permission to use the following space at the College (hereinafter referred to as the “Premises”), on the date(s) and at the time(s) specified:

A. Description of Space: **Lovinger Theatre**

B. Date(s): \_\_\_\_\_

C. Time(s): \_\_\_\_\_

### **II. USE**

The Premises are to be used by the Licensee for the sole purpose of:

\_\_\_\_\_

(hereinafter referred to as the “Event”) and for no other purpose.

### **III. FEES/PAYMENT**

A. The Licensee agrees to pay Licensor as a fee for such use, the sum of \_\_\_\_\_ as follows:

\$ 0 non-refundable deposit, on signing of this Agreement.

\$ 0 on or before X.

\$ 0 balance on or before X.

B. Time shall be of the essence with respect to such payments. Charges for additional time, space, equipment, or services, not contemplated or ascertainable at the time of execution of this Agreement shall be billed at Licensor's standard rates and shall be payable immediately upon notification by Licensor that such charges are due.

C. All fees and sums due Licensor under the terms of this Agreement shall be payable by money order or certified or bank check drawn on a New York bank, or by credit card. Fees are not refundable. In case all charges and fees due Licensor are not paid prior to dates specified, the Licensor may, at its sole option, either terminate this Agreement and retain all sums previously paid to Licensor, or, without recourse by Licensee, elect to continue this Agreement and deduct such fees and charges due hereunder, or any part thereof, out of the receipts, if any, from the sale of tickets or subscriptions to the Event. Said receipts are hereby assigned by the Licensee to the Licensor to the extent of the amount of any charges due by Licensee under this Agreement, and which may at any time remain unpaid to Licensor.

D. Nothing above shall constitute a waiver of any right that Licensor has to terminate this Agreement hereafter for Licensee's failure to pay what is due or for any other reason, or require the Licensor to furnish possession or the use of the Premises until all payments have been made as described above. If each and every one of the above payments have not been made by Licensee to Licensor, the Licensor may, without further notice, terminate the Event or any further performance by Licensee, or refuse admission to the Premises until such payments have been made. When Licensor elects to continue the Event although all payments may not have been completed, this shall not constitute a waiver of any sums due, or of the date such are due, and upon any further default in payment by the Licensee, the Licensor shall retain any money already paid without liability on its part, and the Licensee shall be and remain liable to the Licensor for any balance remaining to be paid as specified herein.

#### IV. EXISTING CAPACITY NOT TO BE EXCEEDED

The Licensee agrees not to permit entrance of any number of persons greater than the existing capacity of the Premises; that is, **500 (five hundred)** and no persons shall be permitted to use or occupy any space as standing room.

#### V. COMPLIANCE WITH LAWS/RESTRICTIONS ON USE

A. The Licensee agrees that one of the express conditions of this Agreement is that Licensee will not use nor attempt to use any part of the Premises for any purpose other than that above specified, nor for any use or proposed use which will be contrary to law or be opposed to decency or good morals, or be otherwise improper or detrimental to the reputation of the Licensor or the College, nor in any other respect fail to fulfill its agreements hereunder. Licensee further agrees as an express condition of this Agreement, Licensor in its sole and absolute discretion, if it deems any proposed or existing use to be contrary to law or opposed to decency or good morals or detrimental to the reputation of the Licensor or the College, may forthwith terminate this Agreement, and/or interrupt such use or the Event, and dismiss or cause the audience or participants to be dismissed, and on the exercise by Licensor of any such discretion, all rights of the Licensee hereunder shall immediately terminate. In any such event, the Licensor shall be entitled to any money paid or agreed to be paid to it hereunder; and Licensee agrees that any claim by Licensee for damages arising out of any act of Licensor, its agents, or employees, in the exercise of Licensor's discretion under this clause shall be and hereby is waived by Licensee and there shall be no other liability of any kind on the part of Licensor, and Licensor is totally released by Licensee hereby.

B. The Licensee covenants and agrees to abide by, conform to, and comply with all of the applicable laws, rules; and regulations of the United States and the City and State of New York, and the rules, regulations and policies of the Licensor, and will not do nor suffer to be done anything on the Premises during the term of this Agreement in violation of any such laws, rules, regulations or policies.

C. The Licensee covenants and agrees that it will not sell or serve, nor allow to be sold, brought into, or served on the Premises, any alcoholic beverages or liquors.

D. The Licensee covenants and agrees that no refreshments shall be served or articles sold, unless space is designated for such purposes by the Licensor.

E. The Licensee shall not make or allow to be made any alterations of any kind to the Premises or to any appurtenance thereof, and in case any damage of any kind shall be done to the Premises or the appurtenances thereof, the Licensee agrees to pay; in addition to the sums above mentioned, the amount of such damage or such amount as shall be necessary to put the said Premises in as good order and condition as the same were at the commencement of this Agreement. The Licensee shall not do, or permit to be done, upon the Premises anything that will tend to injure, mar or in any manner deface the Premises and further agrees that no nails, tacks, or screws shall be driven or placed in or on the Premises; All decorations shall be put up without defacing the building in which the Premises are located under the supervision and with the approval of the Licensor.

F. The Licensee agrees to secure in advance of the Event, any and all licenses, certificates and/or permits that may be requisite for any permitted use and to do all other acts necessary to comply with all laws and requirements of the State of New York, the City of New York, or any department, board or authority thereof governing the Event and the use permitted herein, or otherwise applicable to the Premises.

G. Tobacco-Free and Alcohol-Free Campus:

1. The Lehman College campus is a tobacco-free campus. There is absolutely no smoking permitted anywhere within the campus.

2. Lehman College does not permit alcoholic beverages of any kind on campus. There is absolutely no alcohol consumption allowed on campus.

## VI. SECURITY

All security for the Event shall be under the control and supervision of the College. Unarmed security guards shall be assigned by the Licensor to patrol the Event. In its sole discretion, and at any, time before or during the Event, The Licensor may increase the number of security guards assigned to cover the Event, at the cost and expense of Licensee, to be paid immediately upon notification by the Licensor of the charges therefore.

## VII. INSURANCE

A. At least 10 days prior to the Event and throughout the period of this Agreement, Licensee shall procure and maintain public liability and property damage insurance (hereinafter collectively "insurance") through an approved and licensed New York State carrier, as well as any other applicable insurance and provide the Licensor with a policy of insurance and a copy of the receipt for the paid premiums. Insurance shall be in at least the following amounts:

Combined Single Limit **\$1,000,000.00**.

~~Aggregate **\$3,000,000.00**~~

B. All policies shall insure the Licensor and/or name it and the College, the State of New York, the Dormitory Authority of the State of New York and the City of New York as additional insureds thereunder.

C. To the extent not covered by insurance, Licensee shall be solely responsible for the following:

- I. All taxes and remittances to proper authorities;
2. All user fees;
3. Compensation, workers' compensation, and disability insurance of all persons performing services in connection with the Event, except for the Licensor's personnel;
4. Refunds for advance ticket sales;
5. Licenses and permits of every kind, and shall indemnify and hold harmless the parties listed in subparagraph B above against all claims and demands from (a) the unauthorized use or performance of any idea, creation, literary, musical or artistic material or intellectual property works of the performing arts in connection with this Agreement and (b) any art done or words spoken by Licensee, its performers, agents or employees during any such performance.

D. The obligations contained in this Article shall survive the expiration or earlier termination of the Agreement.

E. Licensee agrees that failure to comply with the requirements of this Article shall render this Agreement null and void and any payments made hereunder shall not be refunded.

#### VIII. INDEMNIFICATION

Licensee agrees to indemnify and hold harmless Licensor, the College, the State of New York, the Dormitory Authority of the State of New York, and the City of New York against all expenses claims, damages, liabilities, penalties, losses, fines, attorneys fees and judgments arising out of or relating to the use and occupancy of the Premises or relating to this Agreement or the Event.

#### IX. UTILITIES

The Licensor agrees to provide all ordinary electricity, water and heat to the Premises. Licensor does not guarantee the air conditioning equipment.

#### X. DAMAGE TO PREMISES/CANCELLATION

A. Licensee shall take good care of the Premises, fixtures and appurtenances to preserve the Premises in good order and condition.

B. The Licensor shall not be liable for any damage to any property in the Premises or building (of which the Premises forms a part) at any time caused by any water, rain, snow, steam, gas, or electricity; which may leak into, issue or flow from the pipes or plumbing work or wires, or from any part of the building to which the Premises are apart, or from any other place or quarter; nor shall the Licensor be liable to anyone for any loss of property from or on the Premises or building, however occurring, or for any damage done to furniture, fixtures, or other effects of the Licensee, by any employee of the Licensor, or any other person.

C. Should the Premises be destroyed either wholly or in part, or damaged by fire or the elements, mob or riot, or use of any part of the Premises, or performance of any part of this Agreement be prevented or interfered with, by strikes or any other cause prior to or during the time for which use of the Premises is licensed, the Licensor may, at its discretion, terminate this Agreement, returning to the Licensee any payments that may have been made to it for

the proportionate period of use prevented or interrupted, and the Licensee hereby expressly waives any claims for damages or compensation should the Agreement be so terminated. The Licensor shall not be liable for any loss or damage to personal property or other damage, delay, inconvenience, or annoyance to the Licensee arising from or because of strikes, lock-outs, or other labor difficulties, or for any other reason whatsoever.

D. Licensor has the exclusive right to determine in good faith whether conditions of inclement weather or emergency circumstances warrant cancellation of the Event. If Licensor cancels the Event under these circumstances; Licensor may offer to reschedule the Event on a date and time agreed to by the parties, or it shall return to Licensee any payments that may have been made to Licensor, for the proportionate period of use prevented or interrupted, and the Licensee hereby expressly waives any claims for damages as compensation should the Agreement be so terminated.

E. If the Event must be cancelled by Licensee after it is publicly announced, Licensee must immediately notify the Licensor. Licensee is responsible for publicizing the cancellation. At the discretion of the Licensor, Licensee may also be required to furnish a representative to be at the Premises at least one hour prior to the cancelled Event's start time to meet arriving persons unaware of the cancellation. If Licensee is unable to provide a representative, Licensor will do so at Licensee's expense. A cancellation fee of twenty-five percent (25%) of the total fees for use of the Premises will be imposed unless Licensor receives written notification of Licensee's cancellation of the Event at least ten (10) business days prior to the scheduled Event.

#### XI. ENTRY BY LICENSOR

The Licensor, its employees, officers, agents, and representatives, shall have the right at all times to enter any part of the Premises.

#### XII. OBSTRUCTION

The Licensee agrees that no portion of the sidewalks, entries, vestibules, halls, elevators, or ways of access to public utilities of said building shall be obstructed by Licensee or used for any purpose other than for ingress and egress to and from the Premises.

#### XIII. AS IS

The Licensee agrees to accept the Premises "as is" after having inspected the Premises, or waived such inspection, and finds the Premises suitable for the use for which permission is granted herein.

#### XIV. LABOR DISPUTES

The Licensee agrees that it shall be the distinct obligation of the Licensee and of all persons connected with the Licensee under this license, not to involve the Licensor in any labor disputes. In the event that such a labor dispute arises, the Licensor has the absolute privilege and right to cancel this license and Licensee shall remain liable for all payments hereunder.

#### XV. ASSIGNMENT PROHIBITED

Neither this Agreement, nor any of the rights of Licensee hereunder may not be assigned or transferred without the prior written consent of Licensor.

## XVI. ADVERTISEMENTS

A. Licensee shall not use the name of The Licensor or the College in any advertisement or in any other written or oral communication, except that Licensee may provide the name and address of the College as the location for the Event.

B. Licensee shall not post or exhibit or allow to be posted or exhibited any signs, advertisements, show bills, lithographs, posters, cards or flyers of any description on any part of the Premises without prior written approval of Licensor.

## XVII. RELATIONSHIP OF PARTIES

Nothing contained herein, nor any act of the parties shall be construed as creating a partnership, joint venture or association of any kind, nor a relationship of landlord and tenant between the Licensor and the Licensee. The only relationship intended to be created by this Agreement is that of independent contractor. Licensee shall in no way represent to others, either orally, in writing, or in advertisements or promotional material of any kind that there is any relationship between Licensee on the one hand and the Licensor and/or the College on the other. The use of the name of the Licensor and/or the College, is permitted only for the purpose of stating where the performance or attraction will take place. The Licensor will accept no deliveries on behalf of the Licensee without prior arrangement.

## XVIII. FIRE INSURANCE

The Licensee agrees not to do or permit anything to be done or placed in the Premises which will in any way increase the rate of fire insurance on the building or on property kept therein or conflict with the laws and the regulations of the New York City Fire Department, or with any insurance policy upon the building or any part thereof, or conflict with any of the rules or ordinances of the New York City Board of Health.

## XIX. USE OF EQUIPMENT

The Licensee agrees that if any equipment is used in connection with the Event the type of any such equipment shall be approved in advance in writing by the Licensor, and further agrees that the method of installation and operation of any such equipment shall be subject to the supervision of the Licensor or its duly authorized representative, The Licensee agrees to supply a qualified operator or operators at its own expense for the operation of such equipment, or at Licensor's option, Licensee may require such equipment to be operated by employees of Licensor at the sole expense of Licensee.

## XX. RECORDING/BROADCASTING

It is mutually agreed that no audio or video broadcasting and/or recording of the Event will be permitted without the prior written consent of Licensor and it is further agreed that the method of installation and operation of any such machinery shall be subject to the supervision of the Licensor or its duly authorized representative. The Licensee agrees to assume responsibility for, and to defend, indemnify save the Licensor harmless from, any liability upon any claim or cause of action arising out of the broadcasting of any program from the Premises or in any recording or publication of the same, or in any other manner.

## XXI. NOTICES

All notices hereunder shall be in writing and shall be given personally or by certified mail, return receipt requested, addressed to the party or designated agent as set forth at the beginning of this Agreement. Licensor hereby designates the President of the College as the agent to receive notices intended for Licensor. A copy of all notices sent to Licensor shall also be given in the same manner as provided herein, to the General Counsel, The City

University of New York at 205 East 42nd Street, New York, New York 10017. Notices shall be deemed given when received, if delivered personally, or upon deposit with the United States Post Office, if mailed.

**XXII. MODIFICATIONS**

Any change, addition, or alteration to this Agreement shall not be binding unless made in writing and signed by the Licensor and approved as to form by the General Counsel of the University.

**XXIII. ENTIRE AGREEMENT**

This Agreement contains all of the terms of the understanding between the parties hereto and shall not be binding until signed by the Licensor and Licensee and approved as to form by the General Counsel to the University.

**XXIV. GOVERNING LAW**

This Agreement shall be governed by the laws of The State of New York.

**XXV. AUTHORIZATION**

The parties represent that the persons signing this Agreement have been duly authorized to do so.

**LICENSEE: name as it reflects on top of contract**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**LICENSOR: THE CITY UNIVERSITY OF NEW YORK**

By: \_\_\_\_\_

Title: **Vincent W. Clark, Vice President for Administration & Finance**

**LEHMAN COLLEGE**