

Knutzen Family Theatre License Agreement

This Knutzen Family Theatre License Agreement (“Agreement”) dated _____, 20____, is between **Centerstage Theatre Arts Conservatory**, a Washington nonprofit 501(c)(3) corporation acting in its capacity as Manager (hereinafter “Manager”) of the Knutzen Family Theatre for the City of Federal Way, and [organization name] _____, a Washington _____ (hereinafter "Licensee").

1. **License.** Manager hereby grants to Licensee a license to use the Knutzen Family Theatre and Theatre Complex (hereinafter "Theatre") located in the Dumas Bay Centre at 3200 SW Dash Point Road, Federal Way, WA 98023, subject to the Terms and Conditions contained herein and attached hereto, all of which form part of this Agreement.

2. **Purpose of Use/Event:** _____

3. **Dates and times Theatre will be used by Licensee and related fees:**

Week Day	Start Date	Start Time	End Date	End Time	Use Fee	Extra Fee	Technician	Tax	Total
Total									

4. **Fees Downpayment:** \$ _____ payable on or before _____, 20____

5. **Fees Balance:** \$ _____ payable on or before _____, 20____.

6. **Damage Deposit:** \$ _____ payable on or before _____, 20____

7. **Conditions of Use:**

- (a) Due to limited parking available for the Theatre we ask that Licensee, its employees, agents, invitees and audiences car-pool.
- (b) Licensed use time includes set up and clean up.
- (c) Cleanup includes removing all tape and posted materials.
- (d) Additional use time extended past the contracted time without prior approval will be charged \$75 per hour in addition to the hourly use fee.
- (e) An appropriate liquor permit must be clearly posted in any area intended to be used for the service of alcoholic beverages and a copy submitted to MANAGER no less than 7 days prior to the Event.
- (f) Only fire department approved candles may be used onsite; candle use must be discussed with MANAGER no less than 7 days prior to the Event.

- (g) Any remaining balance of Licensee's Damage Deposit will be refunded 4-6 weeks after reasonable deductions for any damage have been made.
- (h) ANY ADJUSTMENTS OR AMENDMENTS TO OR CANCELLATIONS OF THIS AGREEMENT MUST BE IN WRITING SIGNED BY MANAGER AND LICENSEE.
- (i) A technician selected by MANAGER must be on site at all times that Licensee uses the Theatre unless otherwise agreed in writing by MANAGER at least 7 days prior to the Event. Licensee will be charged \$14/hr for the services of this technician. The total amount to be paid by Licensee under Section 3 above is based upon an estimate of the hours this technician will devote to Licensee's Event. If the technician actually spends less time for this purpose Licensee will receive a refund for the hours in excess of those identified in Section 3 above within the time period specified in Section 9(e) below. The technician will not work more hours per performance for Licensee than specified in Section 3 without the consent of Licensee unless the extra hours are required to enable the completion of any performance of an Event. Should the technician actually spend more time for this purpose than estimated in Section 3 then Licensee will receive a an invoice from Manager for the hours in excess of said estimate and Licensee must pay said invoice within five (5) business days of the last performance of Licensee's Event.
- (j) One or more additional technicians selected and paid directly by Licensee may be used in the Theatre during the Event only with the prior written consent of MANAGER.
- (k) Licensee shall use an equity contract when employing a union performer for all or part of the Event, and MANAGER shall be notified in writing of such employment at least 7 days prior to the Event.
- (l) Licensee must at its own expense provide sufficient ushers to assist its audience during the Event, as well as two persons to take tickets from those attending the Event.
- (m) Licensee shall comply with such additional rules and regulations regarding use of the Theatre as Manager may require and as they may be amended from time to time.

8. Reserving the Theatre:

- (a) Reservations for overnight use may be scheduled up to 12 months in advance of such use provided that such use has not already been reserved by Manager or another.
- (b) Reservations for day use may be scheduled up to 12 months in advance of such use on Monday through Thursday and up to 6 months in advance of such use on Friday through Sunday, provided that such use has not already been reserved by Manager or another.
- (c) Reservations made more than 90 days prior to the use start date require payment of 50% of the use fee at the time Licensee submits a properly signed copy of this Agreement to Manager. The remaining 50% of the use fee and 100% of the damage deposit are to be paid to Manager at least 90 days prior to the use start date.
- (d) Reservations made less than 90 days prior to the use start date require payment of 100% of the use fee and 100% of the damage deposit at the time Licensee submits a properly signed copy of this Agreement to Manager.
- (e) The reservation is not binding upon Manager and Licensee until both parties have properly signed this Agreement and the payments required to be made therewith have been received, provided however Manager reserves the right to cancel the reservation if any required additional payment is not timely made.

9. Cancellations and Refunds:

- (a) All reservation cancellations and requests for room adjustments must be received by Manager in writing and signed by an authorized representative of Licensee.

(b) Cancellation and room adjustment requests made with more than 90 days prior to the first use start date will receive a full refund of the use fee and damage deposit, less an administrative booking fee of \$25.00.

(c) Cancellation and room adjustment requests made 90 to 60 days prior to the first use start date will receive a 50% refund of the use fee and full refund of the damage deposit, less an administrative booking fee of \$25.00.

(d) Refunds of use fees paid by Licensee will not be issued in connection with cancellation and room adjustment requests made less than 60 days prior to the first use start date, but Licensee's damage deposit will be returned.

(e) Licensee's damage deposit will be refunded if the Theatre is left clean and undamaged at the time of the last use end date. Any costs and expenses incurred by Manager for repairs and/or non-routine maintenance made necessary as a result of Licensee's use of the Theatre will be deducted from said damage deposit. Licensee is also responsible for prompt payment of additional costs and expenses of such repair and maintenance upon receipt of Manager's invoice therefore if they are greater than the available balance of Licensee's damage deposit. Any eligible refund will be mailed to Licensee 4-6 weeks following the most recent last use end date.

10. **Release of Liability**

Licensee hereby agrees to defend, indemnify and hold Manager and the City of Federal Way, their elected officials (if any), officers, members, managers, employees, agents and volunteers, harmless from any and all claims, demands losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities including without limitation their respective agents, licensees and representatives, arising from or connected with Licensee's use of the Theatre, or from any error or omission of Licensee, its partners, managers, members, shareholders, officers, agents, employees, invitees and/or volunteers, or arising from or connected with the breach of this Agreement unless such injury or damage is caused by the sole negligence of Manager and/or the City of Federal Way.

11. **Use**

Licensee agrees to use the Theatre only for the above referenced purpose and Event, and to not use or permit the Theatre to be used for any other Event, activity or purpose without Manager's prior written consent.

12. **Concessions and Catering**

(a) Licensee will will not operate any concessions in connection with the Event and at its own expense provide all necessary beverages, baked goods, candy and other items for sale to its audience.

(b) Licensee does does not want Manager to operate the concessions in connection with the Event. In the event Manager is requested to operate the concessions it will at its own expense provide all necessary beverages, baked goods, candy and other items for sale to its audience, and will be entitled to retain 100% of the proceeds from such sales.

(c) Catering by or on behalf of Licensee requires Manager's prior written consent. Any caterer to be used by Licensee must be approved in advance in writing by Manager and comply with all applicable food safety, health safety and other laws, regulations, orders and ordinances.

13. **House Manager**

Licensee [] does [] does not want Manager to provide a house manager to supervise the box office, ushers, liason with the required technician and sale of concessions in connection with the Event. In the event Manager is requested to provide such a house manager it will do so and Licensee will be charged \$14/hr with a minimum of 4 hours per performance for the house manager's services.

14. **Box Office and Ticket Sales**

Licensee [] does [] does not want Manager to sell tickets to Event performances. In the event Manager is requested to sell such tickets it will do so, adding and retaining a service charge of \$1 per ticket, with such tickets available for purchase (i) on Manager's web site www.centerstagetheatre.com at any time up until [] hours before the performance, (ii) in person at the Theatre Monday through Friday from 12 noon to 5 p.m. and on performance days from one hour before the performance to one half hour after the start of the performance, and (iii) by telephone Monday through Thursday from 10 a.m. until 5 p.m. and on performance days from 10 a.m. to one hour prior to the start of the performance.

15. **Insurance**

(a) **Liability Insurance.** Licensee, at its own expense, shall provide and keep in force during the entire term of this Agreement general liability insurance with respect to the Theatre and Licensee's activities in the Theatre, on an "occurrence" basis, with a single limit, combined policy amount of not less than One Million Dollars (\$1,000,000.00). Such insurance must name the City of Federal Way and Manager as additional insureds and waive the insurer's subrogation rights against the City of Federal Way, Manager and parties related to them. The liability policy shall provide that the insurer has a duty to defend all insureds under the policy (including additional insureds), and that defense costs are paid in addition to, and do not deplete, the policy limits. Manager, at its own expense, shall provide and keep in force during the entire term of this Agreement general liability insurance with respect to the Theatre and Manager's activities in the Theatre, on an "occurrence" basis, with a single limit, combined policy amount of not less than Two Million Dollars (\$2,000,000.00). Such insurance must name the City of Federal Way and SSS as additional insureds and waive the insurer's subrogation rights against the City of Federal Way, SSS and parties related to them. The Manager's liability policy shall provide that the insurer has a duty to defend all insureds under the policy (including additional insureds), and that defense costs are paid in addition to, and do not deplete, the policy limits.

(b) **Property Insurance.** Throughout the term of this Agreement, Licensee shall maintain, at its sole cost and expense, special form property insurance on all personal property located on and in the Theatre, including fixtures, furniture, equipment, props, sets costumes, and on all improvements to the Theatre, insuring against the perils of fire, extended coverage, vandalism, malicious mischief, sprinkler leakage and other hazards, in an amount not less than [] percent ([]%) of the full replacement cost thereof. The policy shall name the City of Federal Way and Manager as additional insureds and shall waive the insurer's subrogation rights against the City of Federal Way, Manager and parties related to them. Manager shall not be liable to Licensee for any damage to or loss of any property of Licensee arising from any cause whatsoever.

(c) **Evidence of Insurance.** Licensee will deliver to Manager certificates evidencing that it has the insurance required hereunder not later than seven (7) days prior to the commencement of the Term of this Agreement.

(d) Use of Theatre. No use shall be made or permitted to be made of the Theatre, nor acts done therein by SSS, or its employees, agents, contractors, or others in possession by or through SSS, which will increase the existing rate of insurance of Manager or the City of Federal Way upon or related to the Theatre or property contained therein or cause the cancellation of any insurance policy covering the Theatre or any part thereof or property contained therein. SSS shall not keep or permit to be kept, used or sold, in or about the Theatre, any article which may be prohibited by the form of fire insurance policy carried by Manager or the City of Federal Way. SSS shall, at its sole cost and expense, comply with any and all requirements pertaining to the Theatre, promulgated by any insurance organization or company, necessary for the maintenance of reasonable fire, public liability or personal property insurance, covering the Theatre, its operations and appurtenances, and personal property contained therein.

16. Assignment

Neither this Agreement nor any rights or obligations hereunder may be assigned by Licensee without the prior written consent of Manager which may be granted, conditioned or denied as Manager shall in its sole discretion determine. This Agreement and any of Manager's rights and obligations hereunder may be assigned by Manager without the consent of Licensee and following such assignment Manager shall have no liability to Licensee for damages, losses, claims and the like arising after such an assignment.

17. Default

(a) Licensee's Default. In the event Licensee shall not comply with any of the Terms and Conditions of this Agreement Manager may terminate this Agreement if Licensee has not cured said noncompliance within [REDACTED] hours written notice of the same from Manager, except where said noncompliance poses a material threat to the Theatre, Manager, the City of Federal Way or any of their good standing in the community, in which case this License may be terminated by Manager immediately.

(b) Manager's Default. In the event Manager shall not comply with any of the Terms and Conditions of this Agreement Licensee may terminate this Agreement if Manager has not cured said noncompliance within [REDACTED] hours written notice of the same from Licensee.

(c) Manager's Remedies Cumulative. The rights granted to Manager in this Section shall be cumulative of every other right or remedy provided in this License or which Manager may otherwise have at law or in equity or by statute, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies or constitute a forfeiture or waiver of amounts due or damages accruing to Manager by reason of any default by Licensee under this Agreement. Licensee agrees to pay to Manager all costs and expenses incurred by Manager in the reasonable enforcement of this License, including all attorneys' fees incurred in connection with the collection of any sums due hereunder or the reasonable enforcement of any right or remedy of Manager, regardless of whether litigation is commenced by Manager, provided however if litigation is commenced by either Manager or Licensee arising from a dispute hereunder the prevailing party shall be paid by the nonprevailing party all costs and expenses so incurred by the prevailing party.

18. Unavoidable delays.

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability

to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, fire or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed in performing work or doing acts required under the terms of this License, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Licensee from prompt payment of any amount required by the terms of this Agreement and shall not extend its term. Delays or failures to perform resulting from lack of funds shall not be deemed delays beyond the reasonable control of a party hereto.

19. **Compliance With Law**

Licensee shall not use the Theatre or permit anything to be done in the Theatre which will not be in compliance with any applicable local, state or federal law, ordinance, rule, or regulation, as now existing or hereafter adopted or amended. It is agreed that this Agreement only grants Licensee a conditional license to use the Theatre, grants it no rights as a tenant or lessee, and shall not be enforced as a lease.

20. **Contacts and Notice Addresses**

Centerstage Theatre Arts Conservatory	Licensee:
Knutzen Family Theatre	Address:
3200 S.W. Dash Point Road	
Federal Way, WA 98023-2399	
Attn: Alan Bryce, Artistic Director	Contact:
253.661.1444	Phone:
aabryce@hotmail.com	Email:

21. **Counterparts.** This Agreement may be signed in counterparts and shall be effective when each such signed counterpart has been faxed or scanned and emailed to the other party hereto, provided however, within five (5) business days of a written request from the recipient of any such fax or email the sending party shall provide the said recipient with an original copy of this Agreement executed by the sender.

22. **Agreement To Be Bound.** Licensee has read and agrees to be bound by this Agreement and the Terms and Conditions contained herein and any attached hereto, and the person signing this Agreement on behalf of Licensee hereby warrants and represents that he/she is authorized to do so and has sufficient power, authority, and capacity to bind Licensee with his/her signature.

Centerstage Theatre Arts Conservatory, _____,
 Manager Licensee

By: _____
 Laura Campbell, Theatre Coordinator

By: _____
 Name printed: _____

Date: _____

Title: _____
 Date: _____