

Wallis Annenberg Center for the Performing Arts

Letter of Agreement

This Agreement sets forth the general terms under which the **Wallis Annenberg Center for the Performing Arts** located at 9390 N. Santa Monica Blvd., Beverly Hills, CA 90210 (the “Licensor” or “The Wallis”) proposes to grant to the **Beverly Hills Unified School District** located at 255 S. Lasky Drive, Beverly Hills, CA 90212 (the “Licensee”) a license to occupy the Bram Goldsmith Theater (the “Property”) for the purpose of the **Beverly Hills High School Dance Concert** (the “Event”) upon the following terms and conditions set forth hereafter:

I. License

A. The area and term of occupancy (the “License Term”) is proposed as follows:

1. Sunday, January 14, 2018:, exact times to be determined between both parties
 - i) Goldsmith Theater for Load-In and lighting hang/focus based on fifteen (15) hours
 - ii) Non-exclusive use of the Grand Hall to be coordinated with The Wallis Education Department and Production Department.
2. Tuesday, January 16, 2018:, exact times to be determined between both parties
 - i) Goldsmith Theater for performance based on thirteen and 1/2 (13.5) hours
 - ii) Non-exclusive use of the Grand Hall beginning two (2) hours prior to event start time and ending one (1) hour after event end time.
3. Wednesday, January 17, 2018:, exact times to be determined between both parties
 - i) Goldsmith Theater for performance based on four and 1/2 (4.5) hours
 - ii) Non-exclusive use of the Grand Hall beginning two (2) hours prior to event start time and ending one (1) hour after event end time.
4. Thursday, January 18, 2018:, exact times to be determined by both parties
 - i) Goldsmith Theater for performance based on eight (8) hours
 - ii) Non-exclusive use of the Grand Hall beginning two (2) hours prior to event start time and ending one (1) hour after event end time.

B. The proposed base Space Rental Fee to rent the specified facility outlined in paragraph I(a) above is waived in consideration of The Wallis partnership with the Beverly Hills Unified School District.

- C. The License Fee for equipment rentals, staff/labor, and extended hours shall be determined by Licensor based on the rates outlined in **Exhibit A** (Cost Estimate), which are subject to change contingent on the scope of the Event. Once the event concludes and the final charges are determined, The Wallis will provide an invoice to the Licensee.
- D. An additional refundable security deposit of \$10,000 (the "**Security Deposit**") shall be paid by Licensee at the execution of this Agreement and will be deposited by Licensor. Provided that the Property is returned in the same condition as when received by Licensee and all other charges have been paid by Licensee, the Security Deposit will be refunded in full within 30 days after the License Term has concluded except as provided in Section 1F below.
- E. All payments are non-refundable except as provided herein. All payments must be made by company check payable to Wallis Annenberg Center for the Performing Arts, 9390 N. Santa Monica Blvd., Beverly Hills, CA 90210, or wire transfer, pursuant to Licensor's written wire instructions, at commencement of the business day on which they are due.
- F. Cancellation:
1. If the Event is cancelled in writing for any reason by either party ninety (90) days prior to the start of the License Term, the Licensor will refund the Security Deposit and any pre-paid License Fee in full.
 2. In the event Licensee cancels the Event between eleven (11) and ninety (90) days prior to the License Term, Licensee shall forfeit 100% of the Security Deposit specified by Paragraph I.C and shall be liable for any actual, verifiable out-of-pocket costs incurred by Licensor at the time of cancellation, provided that Licensor advised Licensee of such costs in advance in writing prior to incurring. Any pre-paid License Fee shall be refunded to Licensee within ten (10) days after such cancellation pursuant to this paragraph F.2.
 3. In the event Licensee cancels the Event within ten (10) days of the License Term, Licensee shall forfeit 100% of the Security Deposit and 50% of the License Fee specified in Paragraph 1.B., and shall be liable for any actual, verifiable out-of-pocket costs incurred by Licensor at the time of cancellation, provided that Licensor advised Licensee of such costs in advance in writing prior to incurring.
 4. In the event Licensee cancels the Event within five (5) days of the License Term, Licensee shall forfeit 100% of the License Fee specified in Paragraph 1.B., and shall be liable for any actual, verifiable out-of-pocket costs incurred by Licensor at the time of cancellation, provided that Licensor advised Licensee of such costs in advance in writing prior to incurring.

II. Rules and Regulations

Licensee agrees to abide by all operating rules and regulations set forth by Licensor in the Wallis Annenberg Center for the Performing Arts Rental Event Guidelines/Rules & Regulations document (**Exhibit B**) when accessing and using the Property for the purpose of the Event including, without limitation, all ADA (American Disabilities Act) requirements and all City of Beverly Hills Fire and Building & Safety Regulations.

Licensee agrees to provide Licensor two (2) tickets to each performance.

III. Security

Licensee agrees to provide at its own cost sufficient security services (to be determined between both parties) throughout the License Term including overnight security for any outdoor rental equipment on site. Any security personnel that have not worked an event at The Wallis before, shall attend a walk-through in advance of the first day at The Wallis.

IV. Insurance

Licensee shall maintain throughout its occupancy and for the duration of the Event and at its own expense a certificate of general liability insurance and property damage insurance with liability limits of not less than \$2,000,000 for any single occurrence and \$3,000,000 in the aggregate, and property damage limits of not less than \$500,000 per occurrence, insuring against all liability of Licensee arising out of and in connection with Licensee's use or occupancy of the Property, naming both the Licensor and its affiliates, and their respective directors, officers, agents, employees and volunteers, and the City of Beverly Hills, and its directors, officers, agents, employees and volunteers, as additional insureds (all of which are, collectively, the "Related Insureds"). Licensee shall also maintain worker's compensation insurance, in the amounts required by applicable law, covering all of its personnel (both paid and volunteer) involved with Licensee's use or occupancy of the Property, and provide evidence of worker's compensation insurance to Licensor seven (7) days prior to Licensee's move in. Licensee shall also require any vendors, subcontractor or the like engaged by Licensee in connection with its use or occupancy of the Property to maintain each of the foregoing liability, property and worker's compensation coverages, with each of Related Insureds named as additional insureds. The certificates of insurance showing compliance with each of the foregoing requirements must be provided by Licensee to Licensor seven (7) days prior to Licensee's move in. The Licensor shall provide a certificate of insurance evidencing Licensor's insurance coverage to Licensee seven (7) days prior to Licensee's move in.

V. Indemnity

Each party (the "**Indemnitor**") agrees to indemnify, defend and hold the other (the "**Indemnitee**") harmless from any loss, liability, costs or damages (including reasonable outside attorneys' fees) arising from actual or threatened third-party demands, claims or causes of action resulting from (I) any breach or alleged breach

of any warranty, representation or agreement made by the Indemnitor, or the Indemnitor's performance of its obligations under this Agreement, or (II) the negligence or willful misconduct of the Indemnitor or its employees, agents, contractors, vendors or invitees; except to the extent such claim or cause of action arises from, or is the result of the Indemnitee's acts or omissions.

VI. Confidentiality

All fees, terms and conditions disclosed in this agreement is confidential information (the "Confidential Information"), and the both parties agree to keep all such Confidential Information in strict confidence, and shall not directly or indirectly use, disclose, divulge, publish, transcribe, communicate, disseminate, deliver, or transfer any of the Confidential Information, orally, in writing, electronically, or otherwise, except for the purpose of producing the Event. The party receiving Confidential Information shall be known as the "**Recipient**" and the party disclosing Confidential Information shall be known as the "**Disclosing Party**". Confidential Information will not include any information that (a) is or subsequently becomes publicly available or generally known in the relevant industry without Recipient's breach of any obligation owed to the Disclosing Party; (b) was known to recipient or its representatives prior to disclosure of such information by Disclosing Party; (c) is received from a third party who is not known by Recipient to be subject to an obligation of confidentiality to Disclosing Party with respect to such information; (d) can be shown by documentation to have been independently developed by the Recipient without use of any Confidential Information.

VII. Force Majeure

If the Event is prevented due to an act of God, act of any governmental authority, act of terrorism, war, riot, civil commotion, insurrection, or any other cause that is beyond the control of either Licensor or Licensee and directly impacts and prevents the Event ("**Force Majeure Event**"), the rights and obligations of both parties under this Agreement shall cease, and Licensor shall return any monies paid by Licensee, less any actual, verifiable out-of-pocket costs incurred by Licensor relating to the Event provided that Licensor advised Licensee of such costs in advance in writing prior to incurring.

VIII. Damages

Notwithstanding anything contained herein or any Laws to the contrary, neither Licensor nor Licensee shall be liable for incidental, indirect, special, punitive, or consequential damages, except to the extent claimed by a third party asserting a demand, claim or causes of action for which Licensor or Licensee, as the case may be, is the Indemnitor under Section V.

IX. Financial and Proprietary Information

In no event shall either Licensee or Licensor have any obligation to supply any financial, confidential or proprietary information to the other party, or the other party's mortgagees or any other party for any reason whatsoever.

X. Limitation of Liability

The references to "Licensee" in this Agreement shall be limited to the entity named as Licensee hereunder and none of Licensee's shareholders, officers, directors, members, employees or affiliates shall have any personal or other liability in connection with this Agreement. The references to "Licensor" in this Agreement shall be limited to the entity named as Licensor hereunder and none of Licensor's shareholders, officers, directors, members, employees or affiliates shall have any personal or other liability in connection with this Agreement.

XI. Arbitration

Any dispute arising under, out of, or in relations to this Agreement or any breach or asserted breach thereof shall be governed by the internal laws of the State of California, without reference to any choice of law rules and shall be determined and settled by arbitration before a single arbitrator in Los Angeles pursuant to the rules of the American Arbitration Association and the judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

XII. Miscellaneous

No failure or delay by any party in exercising any right hereof shall operate as a waiver. Neither party may assign this Agreement without the prior written consent of the other; any purported assignment without such consent shall be null and void. If any provision of this Agreement is for any reason held invalid, such fact will not affect any other provision hereof, and this Agreement will thereafter be interpreted as if such provision had never been contained in this Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes all previous oral or written representations. This Agreement may be modified or amended only by a written instrument executed by both parties. This Agreement may be executed by email in a PDF format and in any number of counterparts with the same effect as if all signatory parties had signed the same document, and all counterparts shall be construed together and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first hereinabove written:

Wallis Annenberg Center for the Performing Arts:

Renter:

Rachel Fine,
Managing Director

La Tanya Kirk-Carter
Chief Administrative Officer

Date

Date