

EXHIBIT “A”

EXHIBIT A

Bob Carr
and Parking Lots 1,5,& 6
reconfigured

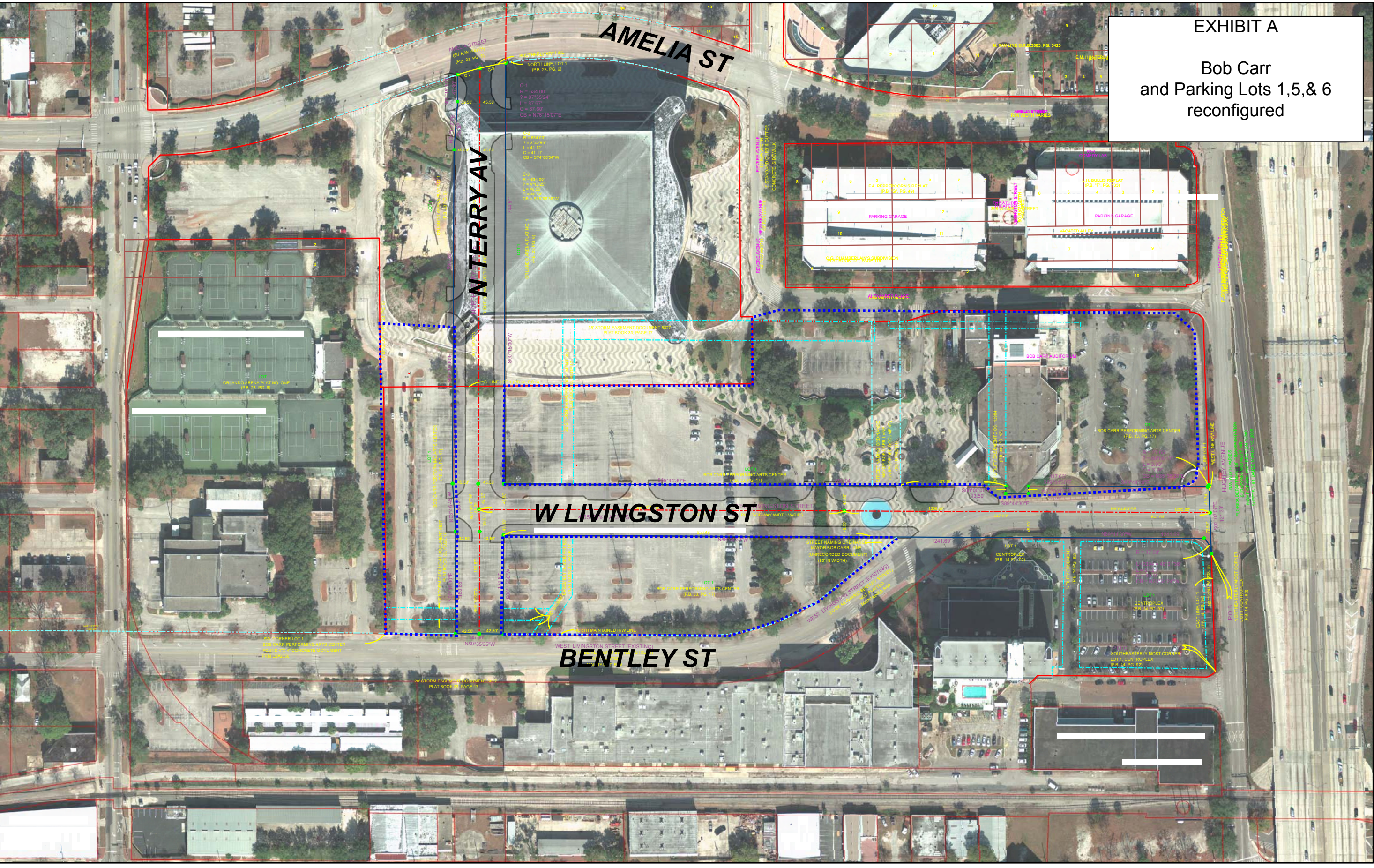


EXHIBIT “B”

**City Assets
Transferring to DPAC**

Asset #	Description	Location
9301253	Art Sculpture Vessel (Aqua)	1st FLR - Window 1
9301254	Art Sculpture Vessel (Aqua)	1st FLR - Window 2
0202227	Evacuation Chair, Evacu-Trac	2nd FLR
0000335	Spotlight Follow Lycian 1290XL	3rd FLR - Catwalk
0000336	Spotlight Follow Lycian 1290XL	3rd FLR - Catwalk
0701149	Tansmitter Master Jtech	3rd FLR - Catwalk
1000240	Spotlight Follow Lycian 1290XL	3rd FLR - Catwalk
0500781	Hoist Chain 1/2 Ton	3rd FLR - Catwalk - Fly Rail
9401028	Lectern w/Sound Da-Lite	3rd FLR - Hallway
8533201	Lighting Console-Color Pallet	3rd FLR - Storage - In Rack
9501464	Speaker Apogee	3rd FLR - Storage Room
8532804	Speaker Meyer	AMP Room
8532805	Speaker Meyer	AMP Room
8532806	Control Unit Meyer w/Cables	AMP Room
8842163	Processor A5-PV Apogee	AMP Room
8842164	Processor A5-PV Apogee	AMP Room
9501077	Amplifier Power Crown CT-1600	AMP Room
9501078	Amplifier Power Crown CT-1600	AMP Room
9501079	Amplifier Power Crown CT-1600	AMP Room
9700433	Amplifier Crown CT-800	AMP Room
9700434	Amplifier Crown CT-800	AMP Room
0800924	Speaker Meyer Sound UPMIP	AMP Room - Backstage
0800925	Speaker Meyer Sound UPMIP	AMP Room - Backstage
0800926	Speaker Meyer Sound UPMIP	AMP Room - Backstage
0800927	Speaker Meyer Sound UPMIP	AMP Room - Backstage
0800928	Speaker Meyer Sound UPMIP	AMP Room - Backstage
1000563	Receiver Mic Handheld Wireless	AMP Room - Backstage (SHURE)
9501547	Basestation Clearcom System	AMP Room (Bob Carr??)
802070	Beltpack Clearcom 2 Channel	AMP Room (WTR 682A2)
0802071	Beltpack Clearcom 2 Channel	AMP Room (WTR 682A2)
0802072	Beltpack Clearcom 2 Channel	AMP Room (WTR 682A2)
0802073	Beltpack Clearcom 2 Channel	AMP Room (WTR 682A2)
0801832	Beltpack Clearcom 2 Channel	AMP Room (WTR-682)
0801833	Beltpack Clearcom 2 Channel	AMP Room (WTR-682)
0801834	Beltpack Clearcom 2 Channel	AMP Room (WTR-682)
0801835	Beltpack Clearcom 2 Channel	AMP Room (WTR-682)
9501335	Qualizer Klark DN360	Audio Booth 2
9501336	Qualizer Klark DN360	Audio Booth 2

**City Assets
Transferring to DPAC**

Asset #	Description	Location
9501337	Qualizer Klark DN360	Audio Booth 2
8125940	Seats Auditorium 2,548 (Red)	Auditorium
8114833	Light Stage Foot 52 Unit PAR56	Backstage
8126603	Piano Concert Grand Steinway	Backstage
8962004	Lectern Lite Concord Stacking	Backstage
8533202	Dimmer Bank 4-Piece Unit CD-80	Backstage - Electric Room
9801004	Etcnet - Remote Video Interface	Backstage - Gary Office
8533528	Remote Control Module Obsession	Backstage - Wall (Black Box)
9801383	Main Station Clearcom 4 Channel	Backstage (Black) 4 Each
0500159	Console 48 Channel Crest X8RT	Bob Carr PAC
0801830	Basestation Clearcom 2 Channel	Bob Carr PAC
1201302	Ice Maker Manitowoc ID-0853W	Bob Carr PAC
1300726	LCD 15" dt Research Thinclient	Crewleader Office T001
8963068	CM Hoist 1/2 Ton W/Chain & Hook	Lift Pick - Bob Carr PAC
9064119	Table 42" Round & Seats	Outside
9064120	Table 42" Round & Seats	Outside
9064121	Table 42" Round & Seats	Outside
9064122	Table 42" Round & Seats	Outside
9801988	Microphone System Wireless UH	Ralph Fernandez
8962005	Lectern Lite Concor Stacking	Rehearsal Hall
9301230	Hearing Impaired System	Sound Room
9601847	Console Light Control System	Sound Room
0700381	Camera Monitor System	Sound Room (Panasonic)
0500840	Console Sound 40 Channel K2	Sound Room (Soundcraft)
0500749	Curtains Stage	Stage
9501062	Speaker Woofer	Stage - Down Stage - Left
9501063	Speaker Woofer	Stage - Down Stage - Right
9501058	Speaker Main	Stage - Over Stage
9501059	Speaker Main	Stage - Over Stage
9501060	Speaker Main	Stage - Over Stage
0802065	Basestation Clearcom 2 Channel	Stage Manager Console/Primary
0801831	Basestation Clearcom 2 Channel	Stage Manager Console/Second
0101037	Ice Maker Manitowoc	Wardrobe Room
9400172	Iron Console Table Base/Wood	West Main Entrance Door

**Bob Carr PAC (City) Non Asseted Items
Transferred to DPAC**

Description	Quantity & Location
8'x"30 Tables	8 (1st Floor Area) 23 (Backstage)
8'x"18 Tables	3 (1st Floor Area) 5 Backstage
3'x "18 Tables	2 Backstage
6'x"30 Tables	2 (1st Floor Area) 5 Backstage
3'x "30	2 - 1st. Floor Area
"36x"36	2 (1st Floor Area) 3 (2nd Floor)
Rnd. 5'	10 (1st Floor) 14 (Backstage 3rd Floor)
1/2 Rnds.	2 Backstage
End Tables Rnd.	2 - 1st. Floor Area
Cocktail Tables Folding w/leg extensions	6 Backstage 3rd Floor
Stienway Concert Piano - Asset #8118961	1
Seating	Bk. 10, Gy. 2, Rd. 2 (1st Floor) & 9 Gy (2nd Floor)
Standing	Bk.3, Rd. 4 (1st Floor) & 2 Gy (2nd Floor)
Staging Wagner 4'x 8'	
"24	8 Backstage
"16	18 Backstage
"8	7 Backstage
Skirting	
24" Risers Skirting	
23" x 25'	8
23" x 8'	2
23" x 6'	4
16" Risers Skirting	
15" x 25'	3
15" x 5'	1
15" x 4'	2
15" x 3'	2
8" Risers Skirting	
7" x 25'	2
7" x 5'	2
Red	17 - 1st. Floor Area
Beige	6 - 1st. Floor Area
Trash Can 44 gal.	4 (1st Floor) & 10 (Backstage)
Trash Can 10 gal. Office	15 (1st Floor) & 21 (Backstage)
Trash Can Decretive	7 (1st Floor), 12 (2nd Floor) & 4 (3rd Floor)
Chairs Red Stacking	43 (1st Floor), 12 (2nd Floor) & 269 (Backstage)
Chairs Blue Stacking Plastic	36 Backstage
Chairs CockTail Arm	26 - 1st. Floor Area & 30 (2nd Floor)
Cushion Arm Chairs	4 - 1st. Floor Area & 2 Backstage
Easels	13 - 1st. Floor Area
Breakroom Lockers	18 - 1st. Floor Area

**Bob Carr PAC (City) Non Asseted Items
Transferred to DPAC**

Description	Quantity & Location
Lockers 3rd. Flr hall & Fire exit	20 '6 x"10 lockable and 12 '3 x"10 keyed Back Stage
Lockers Chorus dressing rms.	
Portable Hand Sanitizer	2 - 1st. Floor Area
CRT "26 TV	2 -1st. Floor Area & 3 Backstage
Flat Screen "40 TV	1 Backstage
Wheel Chairs	3,1 needs repair - 1st. Floor Area
Ice Mechines	1 and 2 are asseted - 1st. Floor Area
Refrigerators	1 - 1st. Floor Area, 2 Stainless, 2 small (Backstage)
Hand Trucks	1 - 1st. Floor Area
Microwaves	1 - 1st. Floor Area & 1 Backstage
Single	2 - 1st. Floor Area
Usher Stands	2 (1st Floor) & 2 (2nd Floor)
City Phone system	1 w/4devices - 1st. Floor Area
CCTV System	1, W 3 PTZ Cameras - 1st. Floor Area
Upright Vacuum	2 - 1st. Floor Area & 1 Backstage 3rd Floor
Backpack Vaccum	2 - 2nd Floor Area
Wet/Dry Vacuum	1 small (2nd Floor Area) 1 Backstage 3rd Floor
Beer/Wine Coolers	
Main Bar	2
2nd Floor Bar	1
Green Rm.	Beige Chair & 2 cushan chairs
Star Dressing Room 1	Black Sofa & Love seat, end table w/lamp, coffee table, sattelite cable box
Star Dressing Room 2	Beige Sofa & Chair
6' Aluminum Dock Plates	1 Backstage
20' Aluminum Dock Plates	1 Backstage
Maytag Washing Machine	2 Back Stage
Kenmore Washing Machine	1 Back Stage
Frigidare Dryer	1 Back Stage
Maytag Dryer	1 Back Stage
General Eletric Dryer	1 Back Stage
Ice bins single	5 - 1st. Floor Area, 2 (2nd Floor)
Drink coolers 2 drawer	2+1 in closet - 1st. Floor Area, 1 (2nd Floor)
Strong Gladeator 2 Spot Light	CP1
Strong Xenon Super Trouper	Back Stage 3rd Floor (Parts)
Strong Electric Co. City ID 14844	1 Lower Bal. Air handle (old)
WaterLoo Tool Chest upper&Lower	1 Crew Bkrm. W./tools
2' Ladder	1 - 1st. Floor Area
4' Ladder	1 - 1st. Floor Area
6' Ladder	1 - 1st. Floor Area, 4 (Backstage)

**Bob Carr PAC (City) Non Asseted Items
Transferred to DPAC**

Description	Quantity & Location
8' Ladder	1 (2nd FL) 3 (Backstage)
9' ext. Ladder	1 Back Stage
18' Ladder	1 Back Stage
24' ext. Ladder	1 (2nd FL) 2 (Backstage)
2'x 4' Dolly 4 wheel	1 Back Stage
2'.5x 5' Dolly 4 wheel	1 Back Stage
"18x"30 Dolly 4 wheel	6 equip. dollies Backstage
Flr. Buffers	
Matador "18	1 Back Stage 3rd Flr
pullman "10	1 - 1st. Floor Area
Clothes Racks	5 3rd Floor
Christmas Deco.	1 X-mas Tree & 4 Carol Singers 3rd Floor Area
Budget 2 ton chain Hoist	1 Backstage 3rd Floor
Auto Parts cleaner	1 CP1
Electric Inventory	
Source 4 Lenses:	
19 deg	28
26 deg	51
36 deg	53
50 deg	23
Source 4 bodies:	
575 watt units	106
PAR 64 1000 W: Assorted Wide, MFL, narrow and very narrow lamps available in limited numbers	49 units
Aluminum bodied units	43
PAR 56	15-500w units
Altman Lekoos:	
6x12 axial 1000 watt	12
6x12 ellipsoidal 750 watt	20
6x9 axial 1000 watt	10
6x9 ellipsoidal 750 watt.	3
6x16 axial 1000 watt	4
6x16 ellipsoidal 750 watt	6
Strand Lekoos:	
6x12	25
6x9	7
6x16	3
6x4.5	3
Altman 1KL series Lekoos:	
50 deg	6
40 deg	4
30 deg	8
12 deg	48
20 deg	20

**Bob Carr PAC (City) Non Asseted Items
Transferred to DPAC**

Description	Quantity & Location
Fresnels:	
5K Fresnel	2
2K Fresnel	3
Mini strips:	
8' 4 circuit wide flood lamp EYC	4
8' 4 circuit medium flood EYJ	8
6' 3 circuit narrow flood	1
3' 2 circuit narrow flood	2
Striplights:	
1000 watt 6 cell 3 circuit Far Cyc	8
R 40 style strips 6' 3 circuit 9 lamp units (lamped with R 38 150 watt quartz floods)	10
Extras:	
1000 watt Softlight	3
1000 watt 2 cell Far Cyc	2
Accessories:	
GAM Film loop effect slot device	2
Water/Fire Loops	2
Rain Loops	3
Clouds	2
Drop in Iris units	10
GAM Twinpins	2
Generic single Gobo Rotators (SLOW 2 RPM)	10
ETC DMX splitter	2
5pin XLR Data cable:	
25'	2
15'	5
300'	2
150' 5pin XLR Data Cable	1
Coax Cable:	
100'	1
50'	1
4pin XLR:	
10'	4
25'	1
50'	1
3pin XLR:	
25'	2
10'	1
Cat5 Cable:	
25'	1
6 circuit L5-20 Breakouts:	
L5-20 15A 120v Twist lok staggered breakouts	29

**Bob Carr PAC (City) Non Asseted Items
Transferred to DPAC**

Description	Quantity & Location
Socopex 6 circ. 19 pin multi cable:	
75'	18
50'	10
100'	2
Twofers L5-20 15A 120v Twist lok:	
M15A 120v 2* F 15A 120v L5-20 TL	42
Threfers M 50A240v 3* F 15A 120v:	
M 50A240v 3* F 15A 120v	6
Diversitronics DMX controlled strobe	1
2KW wildfire Blacklights W/ DMX shutter dimmers	4
Audio Inventory	
Playback Equipment:	
Tascam C3 R-X Cassette Deck	1
Tascam CD-A700 & Stanton C501	1
Microphones:	
Shure SM 57	2
Shure SM-81	6
Shure SM-58	6
Crown PCC-160	5
Sennheiser Evolution 100 (wireless HH)	2
Sennheiser E835	4

EXHIBIT “C”

Contract #	Name	Description of Work Done	ANNUAL CONTRACTS	Options	Final Expiration	Termination Options	Multiple Locations Y/N	Purchasing Agent	Notes
			Contract Term						
BI08-2388	Ambius (V#330827)	Plant Maint Svc	6/3/08-6/2/09	4 addl 12/mo	end 10/31/2013	N/A - expiring	Y	Diane Wetherington	no options left; R/B IFB13-0424
IFB13-0424	Ambius (V#330827)	Plant Maint Svc	11/1/13-10/31/16	2 addl 12/mo	end 10/31/2018	Terminate for Convenience w/ advanced written notice	Y	Diane Wetherington	
RFP12-0285	Andy Frain (V#338700)	Ushering/Tkt Taking/Security	9/1/12-8/31/17	5 addl 12/mo	end 8/31/2022	Terminate for Convenience w/ advanced written notice	Y	Brian Ferrier	
IFB11-0092	Apex (V#100415)	Pest Control/Rodent Svc	3/16/11-3/15/14	2 addl 12/mo	end 3/15/2016	Terminate for Convenience w/ advanced written notice	Y	Diane Wetherington	
	FL Water Features (V#112638)	Fountain Maint.	Contract Expired				Y	Tonja Voyles	
C10-0159	Kone (V#108672)	Elevator Maint.	10/1/10-12/31/11	2 addl 12/mo	end 12/31/2013	20 days prior written notice	Y	Diane Wetherington	Piggyback U.S. Communities contract# PC 94002
RFP08-624	LPS of America (V#340300)	Prkg Svcs	12/8/08-12/7/09	4 addl 12/mo	end 12/7/2013	Terminate for Convenience w/ advanced written notice	Y	Tonja Voyles	
RFP10-0043A	Orl Foodservice (V#199925)	Food & Beverage Svc	6/30/10-6/30/15	5 addl 12/mo	end 6/30/2020		Y	Brian Ferrier	
RFP10-0262	Owens, Renz Lee (V#329014)	Janitorial Svcs	9/1/10-8/31/13	2 addl 12/mo	end 8/31/2015	Terminate for Convenience w/ advanced written notice	Y	Diane Wetherington	
NO CONTRACT	Production Values Media (V#340492)	DVD Promo							Paid invoices as Check Requests (PV)
RFP11-0035	Securamerica (V#327558)	Security Svcs	5/1/11-4/30/14	2 addl 12/mo	end 4/30/16	Terminate for Convenience w/ advanced written notice	Y	Tonja Voyles	
IFB12-0423	Precision Landscape Mgmt (V#346602)	Landscape Maintenance	12/19/12-12/18/15	no addl extensions	end 12/18/2015	Terminate for Convenience w/ advanced written notice	Y	Angela Lawson	
IFB13-0144	HLE Systems (V#248625)	Fire Alarm Systems Maint	3/8/13-3/7/14	3 addl 12/mo	end 3/7/2017	Terminate for Convenience w/ advanced written notice	Y	Connie Royer	
NO CONTRACT	AT&T (V#112218)	DSL Telephone Svc					Y		R/B IFB11-0253
BI09-2542	FL Cleaning Systems (V#316621)	Window Cleaning Svcs	10/26/09-10/25/10	4 addl 12/mo	end 10/25/2014	Terminate for Convenience w/ advanced written notice	Y	Diane Wetherington	
IFB12-0044	Stanley Steemer (V#101822)	Seat/Carpet Cleaning Svcs	2/1/12-1/31/15	2 addl 12/mo	end 1/31/2017	Terminate for Convenience w/ advanced written notice	Y	Diane Wetherington	
IFB10-0031A	Malcolm L Daigle (V#106986)	Elevator/Escalator Inspections	12/14/09-12/13/10	4 addl 12/mo	end 12/13/2014	Terminate for Convenience w/ advanced written notice	Y	Diane Wetherington	
RFP06-560	Oui Vend (V#325405)	Prof Merch & Sale Novelties	10/1/06-9/30/09	4 addl 12/mo	end 10/31/2013	Terminate for Convenience w/30 days advanced written notice.	Y	Connie Royer	temp extensions as needed; new solicitation in process.
NO CONTRACT	Advanced Business Integrators (V#338919)	Time Keeping							Paid on blanket PO# 22994; PO closed.
BI03-1719	Brinks (V#305895)	Armored Car Svcs	1/1/03-12/31/03	annual extensions	Perpetual - continues 1-year terms until terminated.	Terminate for Convenience w/30 days advanced written notice.	Y	Tonja Voyles	Perpetual contract - Continues from year to year until cancelled by either party on 30 days written notice prior to any anniversary date hereof.
RFP10-0318	Andy Frain (V#338700)	Peer Group Security Svcs - Venue	9/1/10-8/31/13	2 addl 12/mo	8/31/2015	Terminate for Convenience w/ advanced written notice	Y	Tonja Voyles	
IFB11-0253	Bright House Networks (V#310237)	Metro Ethernet & Internet	1/30/12-1/29/17	5 addl 12/mo	1/28/2022	Terminate for Convenience w/ advanced written notice	Y	Connie Royer	

EXHIBIT “D”

EXHIBIT D
LOT 1 UCF PARKING

Lot 1B
+/- 80
Spaces

Lot 1A
+/- 140
Spaces

Lot 1C
+/- 160 Spaces
UCF Student
Parking

W LIVINGSTON ST

BENTLEY ST

35' STORM EASEMENT DOCUMENT 5827
PLAT BOOK 33, PAGE 17

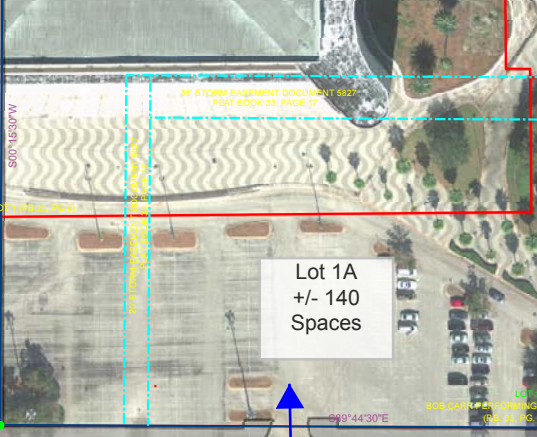
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LOT 1
NEW CLARK ENGINEERING ARTS CENTER
(PLAT 35 PG. 17)

STREET NAMING ORDINANCE
MAYOR BOB CARR CASE
UNRECORDED DOCUMENT
35' IN WIDTH

WEST LIVINGSTON STREET (EXISTING)
UNRECORDED DOCUMENT
35' IN WIDTH

LOT 1
STUDENT CENTER
PLAT 35



20' STORM EASEMENT DOCUMENT 5827

EXHIBIT “E”



Dr. Phillips Center for the Performing Arts

License Agreement

THIS LICENSE AGREEMENT (the "Agreement"), made effective _____ (the "Effective Date"), by and between the DR. PHILLIPS CENTER FOR THE PERFORMING ARTS INC., a Florida 501(c)(3) non-profit organization, hereinafter referred to as the LICENSOR, and whose address is 455 S. Orange Avenue, Suite 700, Orlando, FL 32801, and [NAME], hereinafter referred to as LICENSEE, and whose mailing address is [ADDRESS].

In consideration of the mutual promises, covenants, representations, warranties and agreements set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, LICENSOR and LICENSEE, intending to be legally bound, agree as follows:

Section 1 – Licensed Use

LICENSOR hereby grants to LICENSEE, effective the Effective Date, a limited, non-exclusive, license to use such portion of the Dr. Phillips Center for the Performing Arts (the "Center") known as the [_____] (hereinafter referred to as the "Licensed Premises") solely for the performance and related activities on the date, and at the times described as follows.

1. Use of Premises

- a. Subject to the terms and conditions set forth herein, the LICENSEE's use of the Premises permitted by this Agreement (the "Licensed Use") shall be limited to such uses necessary or convenient for purposes of load-in(s), rehearsals, performances and load-out(s) by LICENSEE for the particular events or shows listed and described on Exhibit A (individually, an "Event"; collectively, the "Events"). The Licensed Use for each Event shall be limited to the dates and times set forth on Exhibit A. Neither LICENSEE nor its employees, agents or independent contractors, is allowed to enter LICENSOR's property at any time except for purposes of load-in(s), rehearsals, performances and load-out(s) and then only on the specific designated site of the Event for the purposes and at the times contemplated by this Agreement.
- b. LICENSEE acknowledges and agrees that LICENSEE may not, under any circumstances, advertise, make any public announcements, offer to sell, or sell any tickets for any performance(s) involving any venues of the Dr. Phillips Center for the Performing Arts unless LICENSEE has a fully executed License Agreement valid for such performance(s).

2. Vacating Premises

- a. With the exception of necessary scheduled crew work calls or load-out operations approved in advance by LICENSOR, LICENSEE must vacate the Premises no later than one hour after the completion of each Event. Any occupation of the Premises thereafter will be billed at a building use rate of \$250/hour (rounded up to the nearest dollar).

3. Assignment of Rights

LICENSEE Initials _____

LICENSOR Initials _____

- a. LICENSEE may not transfer, assign, hypothecate, encumber or in any other way transfer this Agreement or any right or interest of LICENSEE herein, whether voluntary or by operation of law, or allow others to use the Licensed Premises, without in each case obtaining the prior written consent of LICENSOR, which LICENSOR may withhold in its sole and absolute discretion.

4. Right of Entry

- a. Notwithstanding any other provision of this Agreement, LICENSOR reserves free access, without adjustments of any payment obligation of LICENSEE under this Agreement, to all parts of the Center, including, without limitation, the Licensed Premises and the Licensed Use and shall have the right, at any and all times, to alter, repair, or add to any part of the Center, including the Licensed Premises, and its facilities, and LICENSEE shall not claim or be paid any damages or other compensation for any losses, injury or inconvenience incurred directly or indirectly by LICENSEE thereby.

Section 2 – Deposit, License and Service Fees, Additional Costs

1. Non-Refundable Deposit

- a. LICENSEE shall pay to LICENSOR, at the execution hereof, a non-refundable deposit in the amount of the license fee set forth on the Theater Rental Fees and Charges, attached hereto as Exhibit A (the "Deposit"). LICENSEE shall not be entitled to any interest on the Deposit. The Deposit shall be applied at Settlement (as hereinafter defined) to the License and Service Fees (as defined herein), Reimbursable Expenses, any other amounts owed by LICENSEE to LICENSOR hereunder and any taxes owed by LICENSEE (as set forth in Section 4(b) below. The Deposit shall be non-refundable and shall be retained by LICENSOR upon cancellation of the Event(s) or breach of this License Agreement, unless otherwise expressly provided herein. The retention of all or part of the Deposit by LICENSOR shall not be construed in any way as a limitation of LICENSEE's liability and shall not prevent LICENSOR from exercising any other rights it may have, whether under this Agreement, at law or at equity.

2. License and Service Fee

- a. LICENSEE shall pay estimated License and Service Fees, in full, no later than ten (10) calendar days prior to the Event's first performance, in the amounts set forth on Exhibit B ("License and Service Fees") for the rent and services provided herein (other than Reimbursable Expenses).

3. Reimbursable Expenses

- a. LICENSEE shall pay the estimated reimbursable expenses of LICENSOR incurred with respect to each Event ("Reimbursable Expenses") no later than ten (10) calendar days prior to the Event's first performance. The Reimbursable Expenses are set forth in Exhibit B. LICENSOR reserves the right to bill the labor and material cost components of Reimbursable Expenses based on actual costs incurred for the Event in which case, LICENSOR shall present LICENSEE with an invoice showing the costs incurred by LICENSOR and the amounts owed by LICENSEE to LICENSOR with respect thereto.

4. Additional Costs

- a. All costs of presenting the performance(s) set forth in Exhibit B, shall be paid by LICENSEE including, without limitation, the cost of rehearsals, and other preparations therefor, marketing, equipment rental (except for equipment provided by LICENSOR pursuant to Section 3), and

credit card costs for tickets sold by LICENSEE (to the extent permitted by Section 4 of this Agreement), and all royalties, licenses, fees, taxes, the cost of stage labor, salaries and/or wages except for the salaries and/or wages of persons whose services are to be furnished by LICENSOR under this Agreement.

- b. LICENSOR on behalf of the LICENSEE may include State of Florida Sales Tax in connection with the sale of admission tickets for the EVENT. The LICENSOR will retain and remit any and all taxes due and owing to the Florida Department of Revenue or other taxing authority in connection with the collection of admissions by LICENSOR on behalf of LICENSEE.

In addition to and not in limitation of LICENSEE'S indemnification obligations set forth elsewhere in this Agreement, LICENSEE shall, defend, indemnify, and hold harmless LICENSOR, and its affiliates and its and their respective officers, trustees, agents and employees from and against any and all damages, claims, suits, actions, liabilities and expenses (including, without limitation, court costs, reasonable attorneys' and experts' fees), including, without limitation, present, future, known, unknown, anticipated and unanticipated damages and injuries ("Damages") suffered by an any of them, related to taxes on the revenue of the LICENSEE collected by LICENSOR on behalf of LICENSEE.

LICENSOR'S current Orange County sales tax rate is 6.5%, which rate the parties acknowledge is subject to change. LICENSEE represents and warrants that its Florida sales tax number is [TAX NUMBER] and that such number is true and accurate and in full force and effect.

Section 3 – Services Furnished by Licensor

LICENSOR agrees to provide the following services and accommodations ("Services") to LICENSEE:

1. Use of the Licensed Premises as provided in Section 1 of the Agreement, adequately lighted, cleaned and in good order.
2. Staffing for Events
LICENSOR shall secure necessary staffing for each Event, and LICENSEE shall pay for the same at LICENSOR'S rates in effect at the time of the Event. The staffing shall be treated as an expense to be reimbursed by the LICENSEE as provided. Use of LICENSOR'S available staff is required during the set-up, performance and break-down of all Events. LICENSOR shall determine, in its sole and absolute discretion, the appropriate number of security, including security for the entire Center campus if deemed necessary by LICENSOR, and staff personnel necessary.
3. Ordinary use of heating, air-conditioning, and lighting.
4. Daily ordinary cleaning of the Premises. For events with more than one performance on a single day, cleaning will be completed by LICENSOR as soon as practicable. LICENSOR may, in its sole discretion, prohibit LICENSEE from presenting specific aspects of an Event that LICENSOR determines may result in excessive or unusual maintenance needs or other costs, risks or wear and tear on the Center. Notwithstanding the foregoing, the cost of any excessive or unusual maintenance provided by or on behalf of LICENSOR shall be paid by LICENSEE to LICENSOR as a Reimbursable Expense.
5. Use of dressing rooms and backstage areas, as available.

Section 4– Tickets/Box Office

1. LICENSEE agrees that the sale of admission tickets may, in the sole discretion of the LICENSOR, be managed and controlled by LICENSOR and that all customary fees and other cost incident thereto shall be paid to LICENSOR by LICENSEE. All funds derived from the sale of tickets (“Receipts”) may, in the sole discretion of LICENSOR, be held in the custody of LICENSOR until Settlement (as defined below). If LICENSEE fails, for any reason whatsoever, to present any such Event to which tickets of admission have been sold by LICENSOR, LICENSEE agrees that LICENSOR shall retain such funds, in whole or in part, as LICENSOR may deem necessary for, the purpose of refunding to purchasers admissions prices paid for such tickets, or settling any claims or rights of LICENSOR, whether arising under the provisions of this Agreement, at law or equity.
2. Admission to the Event program or programs shall be by ticket only. All printed text to appear on tickets or exchange tickets and the price of admission to be charged therefor shall be submitted to LICENSOR by LICENSEE for approval before printing, with such approval to be provided in a reasonable and timely manner. All tickets shall be printed as LICENSOR shall direct at the cost of LICENSEE.
3. The Licensed Premises shall exclude 20 house seats for each performance, which shall be reserved for LICENSOR without charge to LICENSEE. LICENSOR may reserve for its use at published ticket price, an additional number of seats not to exceed 20 seats. LICENSOR agrees to use its reasonable best efforts to notify LICENSEE of the number and identity of the seats it is reserving hereunder not less than 5 days in advance of the Event performance(s) scheduled.
4. LICENSEE acknowledges and agrees that LICENSOR shall offer Tickets for all Event performances to donors of The Dr. Phillips Center for the Performing Arts prior to any public sale of such tickets by LICENSOR or LICENSEE. LICENSEE shall notify LICENSOR of the timing of such donor pre-sales and when public sales will begin promptly when determined by LICENSOR.
5. LICENSEE acknowledges and agrees that the Center contains designated ADA locations that must be denoted as such in all purchasing options (ie. Phone, internet, in-person sales).
6. LICENSEE acknowledges that in the event that the License Premises include the Alexis & Jim Pugh Theater, LICENSEE must meet with a designated representative of the Center’s prior to the execution of this Agreement in order to determine correct seating configuration for the Event.

Section 5 – Expenses to be Paid by Licensee

LICENSEE shall promptly pay to LICENSOR the following costs and expenses whether or not the Event(s) performances are presented or canceled, all as further described in Exhibit B:

1. The wages of, or costs for, all stagehands, and security personnel deemed necessary by LICENSOR for the Licensed Use, including, without limitation, overtime paid to regular employees of the LICENSOR, and security provided by LICENSOR for Event performances;
2. LICENSOR's standard charges for use of rehearsal facilities and the wages of LICENSOR's employees used in connection therewith;

LICENSEE Initials _____

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- a. Ticket printing
 - b. Box office fees
 - c. Facility fees
 - d. Set Up fees
 - e. Group Sales
 - f. Complimentary tickets
3. An amount equal to four percent (4%) of the gross receipts from ticket sales, except gross receipts from sales of tickets which are handled directly by LICENSEE, to compensate LICENSOR for amounts paid to credit card companies (both parties agree that the actual amount paid by LICENSOR is a variable amount and that the percentage payable is not based on actual payments, but represents a reasonable attempt to estimate the appropriate amount of such charges);
 4. If a fixed fee for the box office is not charged pursuant to Section 4 above, the cost of all box office expense incidental to the Licensed Use including a pro rata portion of the wages of LICENSOR's employees, if any, working in the box office, including, without limitation, LICENSOR's standard charges for the use of the box office facilities as determined by LICENSOR;
 5. The wages of, or costs for, the manager, head usher, ushers, and ticket takers except to the extent included in the front of the house fee as set forth in (6) below and a front of the house fee per performance as determined by LICENSOR and as described in Exhibit B.
 6. The wages of any of LICENSOR's employees, other than those identified in (5) above, rendering services to LICENSEE at the request of LICENSEE except to the extent included in the front of the house fee as set forth in (7) below;
 7. An amount equal to ten percent (10%) of the gross receipts from group ticket sales for commissions on same, according to mutually approved group sales expenses/discounts, if any.
 8. The costs of backstage catering for artist/production per request of LICENSEE, if any.
 9. All other expenses incurred by LICENSOR directly or indirectly as a result of, or partially as a result of, the Licensed Use, except for those expenses and costs specifically set forth in this Agreement as the responsibility of LICENSOR.

Expenses which relate only partially to the Licensed Use shall be equitably allocated by LICENSOR among the various uses to which such expenses relate. For example, if applicable, the cost of putting up and taking down risers shall be allocated on a "per performance" basis among the various parties using the facilities during the period the risers are up.

The amounts owed to LICENSOR are due on demand and, if not sooner paid, shall be retained by LICENSOR from the gross receipts at Settlement as described in Section 6 hereinafter.

If LICENSEE, with the permission of LICENSOR, contracts directly for any of such services, LICENSEE shall promptly pay for same when due, and shall hold LICENSOR harmless and shall indemnify LICENSOR with respect to such obligations.

LICENSEE Initials _____

LICENSOR Initials _____

Section 6 – Settlement; Late Fees

1. Within ten (10) calendar days after the conclusion of each Event, LICENSOR shall send LICENSEE, a settlement statement containing a calculation of all Box Office Receipts and all Fees or other amounts due to LICENSOR from LICENSEE under this Agreement (the "Settlement"). In the event the Box Office Receipts are insufficient to pay the Fees above the estimate, LICENSEE shall pay the balance due to LICENSOR within twenty (20) business days after the receipt of written notification from LICENSOR as to the amount due and owing to LICENSOR in the form of a certified check, cashier's check, or money order. If LICENSEE is a public entity, a check issued from the public entity will be acceptable to LICENSOR.
2. Upon collection of the Box Office Receipts assigned and amounts collected from LICENSEE pursuant to Section 6.1, LICENSOR may use the Receipts for any corporate, public or lawful purpose, and LICENSOR shall not be obligated to LICENSEE for gains or any interest received from such Receipts thereof.
3. In the event that LICENSEE does not pay any fees or charges specified herein to LICENSOR when due, , this Agreement and all rights granted to LICENSEE herein, including all use of the Licensed Premises and the Licensed Use shall immediately terminate upon written notice to LICENSEE by LICENSOR. Past due fees shall bear interest at the rate of the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum amount allowed by law, from due date and shall be payable in full by LICENSEE at the time of Settlement or within five (5) calendar days of the termination of this Agreement, whichever occurs first.

Section 7 – Merchandise

1. Except as otherwise provided herein, LICENSOR specifically reserves the exclusive right to sell and distribute any and all merchandise, concessions and catering services including, without limitation, food, beverages (including, but not limited to, alcohol), confections, candies, ice cream, non-show related compact discs, tapes, programs, T-shirts, and other merchandise (collectively, "Merchandise"). LICENSOR may not sell or distribute any Concessions without LICENSOR's prior written approval, which consent may be withheld at LICENSOR's sole and absolute discretion.
2. LICENSEE may not contract with any third-party to sell Merchandise unless it obtains the express, prior written consent of LICENSOR staff, which consent may be withheld in its discretion.
3. Settlement of concessions or merchandise sales shall be made by the parties within two (2) hours after the end of each Event. For multiple performance or events, daily settlement sheets shall be provided to LICENSOR within two (2) hours after the end of each Event, with final settlement and payment of funds due and payable to LICENSOR within two (2) hours after the end of the final performance/event.
4. In the event that LICENSOR grants permission to LICENSEE to sell Merchandise, LICENSEE agrees to abide by the rates and limitations for the sale of Merchandise as set forth in Exhibit C.

Section 8 – Insurance and Indemnifications

1. Insurance
 - a. During the term of this Agreement, LICENSEE shall carry and maintain, at its expense, and cause its independent contractor service providers to carry and maintain insurance of the following types and minimum amounts with such company or companies as are acceptable to LICENSOR, rated at

least A VII in the most current edition of *Best's Insurance Reports* and lawfully authorized to do business in the state of Florida.

- b. LICENSEE shall cause the insurance company or companies to furnish LICENSOR with Certificates of Insurance to be delivered to LICENSOR prior to or concurrently with execution of this document by LICENSEE.
- c. LICENSEE's policies of insurance shall name LICENSOR, as an additional insured, except for worker's compensation.
- d. LICENSEE shall cause such policies to be properly endorsed to provide that the insurance company or companies will give to LICENSOR, thirty (30) days written notice of termination, alteration, or change therein, such notice to be given by certified mail.
- e. LICENSEE shall submit for review by LICENSOR, upon LICENSOR's request, copies of the original insurance policies. If LICENSEE fails to maintain such insurance or deliver said certificate or policies, LICENSOR may terminate this Agreement immediately upon written notice to LICENSEE.
- f. LICENSEE's insurance policies shall specify that the insurance required hereunder will be primary to and not contributory to any insurance maintained by LICENSOR. LICENSEE waives any and all rights to "other insurance" recovery from other insurers of LICENSOR.
- g. Coverage shall be written on "occurrence" basis, not on a "claims made" basis.
- h. LICENSEE shall not be permitted to satisfy any of its insurance obligations set forth in this document through any self-insurance or self-insured retention in excess of \$5,000.00.
- i. LICENSOR Insurance Rates. Neither LICENSEE, nor its employees, agents, or independent contractors, shall commit any act, or shall fail to act, in a manner that will (i) cause LICENSOR's insurance premiums to increase, or (ii) cause LICENSOR's insurance policies to be canceled or (iii) prevent LICENSOR from procuring policies from companies and in a form satisfactory to LICENSOR. If any breach of the preceding sentence by LICENSEE causes the rate of insurance to be increased, LICENSEE shall pay the amount of such increase within thirty (30) days after being invoiced (with supporting documentation) by LICENSOR.
- j. This Section 8 sets forth the minimum amounts and scope of insurance coverage required under this Agreement and should not be construed in any way as a limitation of LICENSEE's liability under this Agreement, including liability for claims denied or rejected by LICENSEE's insurance company or the insurance companies of its agents or independent contractors. LICENSEE shall not commence any Services until LICENSEE has fulfilled all of the insurance requirements herein. Throughout the Term of this Agreement, LICENSEE shall maintain in full force and effect the insurance coverages set forth below, at its sole cost and expense, covering the activities of LICENSEE, its employees, agents and contractors under this document:
 - a. General Liability. LICENSEE, at its expense, shall keep in effect commercial general liability insurance, including blanket contractual liability insurance and Products/Completed Operations), covering LICENSEE's use of the Center, with such coverages and limits of liability as LICENSOR may reasonably require, but not less than a \$5,000,000 combined single limit with a \$5,000,000 general aggregate limit (which general aggregate limit may be satisfied by an umbrella liability policy) for bodily injury or property damage; however, such limits shall not limit LICENSEE's liability hereunder.
 - b. Automobile Liability. Business Auto Coverage form or equivalent, including all owned, non-owned and hired vehicles, with minimum limits of liability to meet all requirements of the federal Motor Cargo Safety Administration Financial Responsibility rules and any state rules which may supersede the federal requirements but not less than \$5,000,000 combined single limit per occurrence.
 - c. Worker's Compensation. Worker's compensation, occupational diseases and disability benefits in accordance with applicable statutory requirements and providing coverage for any LICENSEE employee entering onto the Center's property, even if not required by statute.
 - d. Employer's Liability. Coverage "B" Employer's Liability with limits of at least \$1,000,000 per accident per employee; \$1,000,000 per disease per employee; and \$1,000,000 per disease policy limit.

- e. Employee Fidelity Bond or Commercial Crime Insurance. Employee Fidelity Bond or Commercial Crime Insurance of not less than \$500,000. LICENSOR shall be named as "Loss Payee, as its Interests May Appear" regarding such Fidelity Bond or crime coverage.
- f. Other Insurance. Such other insurance coverages and in such amounts as LICENSOR may require from time to time.

2. Liability; Indemnifications

a. Intellectual Property

- i. LICENSEE hereby assumes all costs and liability arising from the use of the intellectual property of others, including, without limitation, patented, trademarked, franchised or copyrighted music, materials, devices, processes and/or dramatic and other rights used by, in connection with, or incorporated in any Event covered by this Agreement. LICENSEE shall defend, indemnify and hold harmless LICENSOR, and its affiliates and its and their respective trustees, officers, patrons, donors, employees, contractors, representatives and agents (the "Indemnitees") from and against any and all damages arising out of or related to any unauthorized or unlawful use or allegation of unauthorized or unlawful use of any intellectual property, and LICENSOR shall have the right to control the defense of any such claim or suit.

b. Liability; Damage and Injury; Indemnification

- i. LICENSEE hereby assumes all costs and liability arising from any injury to any person (including death) and/or damage to any property occurring in the course of, or as a result of, the acts or omissions of (including the use or unauthorized use of the Licensed Premises or the Dr. Phillips Center) by LICENSEE, its employees, members, trustees, agents, officers, contractors, representatives, donors, patrons and/or members of the public in connection with any Event and any goods and/or services (including, without limitation, Concessions, sold or furnished in connection with any Event) provided such damages or injuries are not caused solely and exclusively by the gross negligence or willful misconduct of LICENSOR.
- ii. LICENSEE agrees to defend, indemnify and hold harmless the Indemnitees a, from and against any and all damages, which may be asserted against, imposed upon, or incurred by any Indemnitee, and arising out of or in connection with, whether in whole or in part (i) loss of life, personal injury or damage to property in or about LICENSOR's property or arising out of the use of LICENSOR's property by LICENSEE, its employees, members, trustees, agents, officers, contractors, representatives, donors, patrons and/or members of the public (ii) any act or omission of LICENSEE its employees, members, trustees, agents, officers, contractors, representatives, donors, patrons and/or members of the public, whether prior to, during or after the date of the Event, including, without limitation, any failure to comply with the Americans with Disabilities Act with respect to any tickets printed by or for LICENSEE, and (iii) the breach of any term of this Agreement by LICENSEE and LICENSOR shall have the right to control the defense of any such claim or suit.

c. Survival

- i. This Article shall survive expiration or termination of this Agreement for any reason.

d. Set OFF

LICENSEE Initials _____

LICENSOR Initials _____

- i. Any damages incurred by any Indemnitee shall be deducted from the Deposit and any receipts held by LICENSOR, as determined by LICENSOR in its sole discretion. If the amount of any damages exceeds the sum of the Deposit amount and the Amount of any Box Office Receipts held by LICENSOR, LICENSOR reserves the right to invoice LICENSEE for the difference which amount shall be paid in full by LICENSEE within ten (10) days of invoice.

Section 9 – Licenses, Permits and Taxes

1. Licenses & Permits

- a. During the Term, LICENSEE agrees to maintain, at its expenses, all licenses and permits required by federal, state and local laws and to provide evidence of the same to LICENSOR immediately upon request.
- b. LICENSEE shall obtain and pay for all appropriate BMI, ASCAP, and SESAC licenses for the Event performances.

2. Sales Tax & Admissions Tax

- a. LICENSOR will remit applicable sales tax and admission tax on behalf of LICENSEE. If LICENSEE is exempt from Florida State Admissions Tax or sales tax, documentation from the Florida Department of Revenue must be presented to LICENSOR no later than fifteen (15) days prior to the commencement of ticket sales.

Section 10 – Sponsorships

1. LICENSEE acknowledges that LICENSOR has and/or may obtain sponsors for the Center and for other performances that occur, or may occur upon the Licensed Premises, therein during the Term of this Agreement. LICENSOR will attempt to ensure that sponsorships do not conflict with those obtained by LICENSEE for the Event; however, LICENSEE acknowledges and agrees that, in case of conflict, LICENSOR's agreements with its sponsors shall prevail over sponsorship agreements connected with LICENSEE and/or the Event. LICENSEE agrees to cooperate fully with LICENSOR and its sponsors in connection with promotions arranged by LICENSOR for its sponsors. LICENSEE shall furnish a copy of any related sponsorship agreements to LICENSOR, prior to LICENSEE's execution thereof, in order for LICENSOR's staff to determine, in its sole discretion, if there are any potential conflicts. LICENSEE agrees that LICENSOR's staff in its sole discretion may exercise the right to include any and all presentations of the LICENSEE covered under this Agreement in LICENSOR's sponsorship packaging without any revenue sharing obligations to the LICENSEE.

Section 11 – Advertising and Promotions

1. LICENSEE shall not purchase, make, distribute or otherwise facilitate any advertising, commercials, or other promotion of any type including, without limitation, direct mail, web-based electronic and digital mediums promotions to potential subscribers, with respect to the Center, the Event, LICENSEE's use of the Licensed Premises or LICENSEE's production to be conducted therein, without the prior written approval of LICENSOR, such approval not to be unreasonably withheld.
2. LICENSOR reserves the right to distribute announcements and literature concerning future attractions to be held in the Center whether such attractions are under the auspices of the LICENSOR, the LICENSEE, or any other usage.

3. To assist the general public in readily identifying the individual facilities of the Center, LICENSEE may only use a prescribed design and typographical format to identify the Center and the respective Licensed Premises, which are furnished by LICENSOR. This format shall be required for use in all newspapers, circulars, brochures, display advertising, window cards, billboards, web-based, electronic and digital mediums and other advertising and promotion media under the control of the LICENSEE for any program or event to be held at the Center for which public advertising or promotions are issued. LICENSEE shall pay a pro rata share of the cost of cooperative advertising by mutual arrangement with the Center. LICENSEE may disseminate direct mail to its subscribers, subject to the terms of this Agreement, but all advertising must be approved by LICENSOR prior to placement, such approval to be in a timely and reasonable manner.

4. In case of cancellation by the LICENSEE, it shall be the responsibility of the LICENSEE to make a public announcement, at LICENSEE's sole expense, concerning the cancellation as soon as possible following the cancellation and including all daily newspapers, news departments at commercial television stations and radio stations, web-based, electronic and digital mediums and any medium where paid advertisements for the event were run, except in national periodicals or other media where such an announcement is not practical. LICENSEE must obtain LICENSOR's approval of LICENSEE's public announcement prior to release.

5. LICENSEE shall neither sell nor distribute any information in any media, including programs, in or around the Center, including the Licensed Premises, without the prior written consent of LICENSOR. LICENSEE shall not make any solicitations or request donations without the prior written consent of LICENSOR. LICENSOR reserves the right for itself and its support groups to sell merchandise and other items in the building containing the License Premises during the Licensed Use so long as such sales do not unreasonably interfere with the Licensed Use.

Section 12 – Alterations and Use of the Licensed Premises

1. LICENSEE agrees that it is licensing the Licensed Premises "AS IS", and that no oral representations as to the condition thereof or as to the terms of this Agreement were made by LICENSOR, any of its officers, agents or employees prior to or at the execution of this Agreement, other than stated herein. LICENSOR shall have the right to make any addition, alteration or improvement to the Licensed Premises at any time and such modifications shall not affect the validity of this Agreement. LICENSEE may not alter, repair, add to, improve or change the Licensed Premises or any part thereof without the prior written consent of LICENSOR, and, unless otherwise provided by such prior written consent or by this Agreement, all alterations, repairs, additions, improvements or changes shall be done either by or under the direction of the LICENSOR, but at the cost of the LICENSEE, and that any such alterations, repairs, additions, improvements or changes made in or to the said Licensed Premises shall be the property of the LICENSOR, and shall remain and be surrendered with the Licensed Premises upon the termination of this Agreement. LICENSEE agrees to pay on demand for all damage or injury done to the Center or any part thereof or to any tenants or occupants thereof by LICENSEE, which is caused either directly or indirectly by LICENSEE, its officers, agents, employees, or independent contractors with LICENSEE, or others in any way connected with LICENSEE's use of the Licensed Premises.

2. Removal and Disposal of LICENSEE's Property

LICENSEE Initials _____

LICENSOR Initials _____

- a. In the event of a breach of any term of this Agreement by LICENSEE, LICENSOR may, in addition to any and all rights and remedies of LICENSOR hereunder or by law or equity, at LICENSOR's option, and without notice or service of process, re-enter and take possession of the Licensed Premises and any property of LICENSOR thereupon and remove or procure the removal of all persons therefrom and LICENSEE shall have no further claim thereon or hereunder. LICENSEE may hold any property of LICENSOR as security for the fulfillment of LICENSEE's obligations under this Agreement. LICENSEE further agrees that no action taken by LICENSOR shall be considered to be a waiver by LICENSOR of any other rights, whether in this Agreement, at law or at equity, nor shall such waiver in any other way excuse, terminate or impair any duty, obligation or liability owed by LICENSEE to LICENSOR under this Agreement.

3. Bankruptcy

- a. If at any time during the term of this Agreement, LICENSEE files a voluntary petition under the United States Bankruptcy Code or any other federal or state bankruptcy or insolvency law (collectively, the "Bankruptcy Code") or LICENSEE files an answer consenting to or acquiescing in any involuntary petition filed against it pursuant to the Bankruptcy Code or LICENSEE makes an assignment for the benefit of creditors or admits its insolvency or inability to pay its debts as they become due, the same shall constitute a default by LICENSEE hereunder and this Agreement shall not become an asset in any such proceedings. The foregoing provision is not intended to preclude LICENSEE from filing for protection under the Bankruptcy Code.

Section 13 – Coordination with Other Users

- a. LICENSOR reserves the right to license other parts of the Center and the Bob Carr Theater at the same time as the licensing of the Licensed Premises to the LICENSEE and the use of the lobby, vestibules, hallways, box office, lounges, loading docks, rehearsal hall and other public rooms and facilities that may be made available to the LICENSEE at the discretion of the LICENSOR shall be concurrent with the use of such others as LICENSOR may determine, provided that such licensing to others shall not unreasonably interfere with the use of the Licensed Premises by the LICENSEE. The LICENSEE understands and acknowledges that the LICENSEE has no rights whatsoever to enter or use the areas in the said building comprising the administrative offices of the LICENSOR, the box office, the mechanical rooms or any other areas except such as are designated in this Agreement or otherwise specified by LICENSOR.
 - i. LICENSEE acknowledges and agrees that the Center's building containing the Licensed Premises as well as other exterior areas of the building may be subject to construction activities related to the addition of a third performance space and renovation to the existing lobby and backstage spaces. LICENSOR will make best efforts to ensure that any construction activity will not unreasonably interfere with LICENSEE'S used of the Licensed Premises.

Section 14 – Limitation on Liability

1. LICENSOR shall not be obligated or required to replace or repair any part of the Licensed Premises nor be liable to LICENSEE for any damage occurring by reason of any defect therein, or occasioned by any part thereof being or becoming out of repair or arising from curtailment of services, including utility services, for any reason, including so-called "rolling blackouts"; nor from any damages done or arising from activities of whatever kind or nature that may take place in the Center; nor any damages arising from any act or neglect of any occupants, licensees, patrons of the Center, or anyone else on the

Center premises including the Licensed Premises, or of any owners or occupants of adjoining property; nor for any loss, theft, damage, injury or other casualty to the property or persons of LICENSEE or its employees, agents, or independent contractors; provided, however, without making LICENSOR liable to LICENSEE for damages, LICENSOR agrees to act with reasonable diligence to make necessary repairs so that the performances can be held as scheduled, if reasonably possible. To the extent that LICENSEE believes that additional security is needed to protect its property, LICENSEE shall have the responsibility to provide same at LICENSEE'S expense.

2. IN NO EVENT SHALL LICENSOR BE LIABLE UNDER THIS AGREEMENT TO LICENSEE OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
3. IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT OF THE DEPOSIT. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.
4. Should any matter or condition beyond the reasonable control of either party, financial inability excepted, such as, but not limited to war, terrorist act, public emergency, calamity, strike, labor disturbance, fire, interruption of transportation services, interruption of utility service (including "rolling blackouts"), casualty, physical disability, illness, tropical storm, hurricane, tornado, earthquake, flood, act of God, or other disturbance or any governmental restriction ("force majeure"), prevent performance (other than payment) by a party to this Agreement then the following provisions shall pertain:

Force Majeure:

- a. In the event that LICENSOR, (in its absolute and sole discretion), determines that the Licensed Premises is damaged or destroyed by fire or other cause beyond the control of LICENSEE or LICENSOR and without fault of the LICENSEE, thereby preventing LICENSEE'S use of the Licensed Premises for the purpose of the Licensed Use, this Agreement shall immediately terminate upon written notice by LICENSOR to LICENSEE. In such event, LICENSEE shall pay within ten (10) calendar days after such written notice for all services rendered and all costs incurred by LICENSOR prior to such destruction or damage as stated in such notice. LICENSOR reserves the right in LICENSOR'S sole discretion to cancel, interrupt, or terminate, without any prior notice to LICENSEE, this Agreement, including, the Licensed Use, in the interest of public safety or public health if, in the sole and absolute discretion of LICENSOR, such cancellation, interruption, or termination is warranted. In the event of any such termination or cancellation by LICENSOR then LICENSOR shall promptly notify LICENSEE and return to LICENSEE the difference, if any, between (i) all funds paid by LICENSEE to LICENSOR up to and including, the date of such termination or cancellation (unless such cancellation or termination resulted from the acts or omissions of LICENSEE in which case LICENSOR shall retain all such funds) and, (ii) all costs, fees and expenses incurred by LICENSOR arising out of or related this Agreement. In the event any cancellation or termination under this Section resulting from the acts or omissions of LICENSEE, then LICENSOR shall have the right in LICENSOR'S sole discretion to retain any funds paid by LICENSEE and to hold LICENSEE responsible for paying all outstanding costs in accordance with this Agreement in addition to any costs incurred or already committed to be incurred by LICENSOR which cannot be prevented or recouped by LICENSOR as determined in LICENSOR'S sole discretion.

- b. In the event of such force majeure, the term of this Agreement (as defined below) shall be terminated and LICENSOR shall not be obligated to license the Licensed Premises to LICENSEE for use during any period in substitution for the period addressed in this Agreement.
- c. In the event of a "rolling blackout" or other interruption of utility service, the decision to delay or cancel a performance, rehearsal or event, as applicable, shall be made by LICENSEE.
- d. If LICENSOR does not for any reason agree to proposals of a labor union relating to employment at the Center, and such failure to reach an agreement prevents performance by LICENSOR of its obligations under this Agreement or materially interferes with the Licensed Use, such event shall be deemed to constitute force majeure.

Section 15 – Radio Broadcasting, Television, Internet and Recording

1. Broadcast Rights

- a. LICENSOR reserves rights to all radio and television broadcasts, with no exceptions. If LICENSEE desires to exercise any radio and television broadcast relating to the Licensed Use, LICENSEE shall obtain the prior written consent of LICENSOR, which consent may be withheld in LICENSOR's sole and absolute discretion. If broadcast rights are approved by LICENSOR, then, an additional fee equal to \$3,000 shall be charged to the LICENSEE, plus any additional sales taxes, if applicable. If film/video broadcast are approved by LICENSOR as stated herein, the LICENSEE agrees to include the wording "Filmed on location at the Bob Carr Theater" and include the approved Dr. Phillips Center logo in all film/video broadcast. If audio-only broadcast rights are approved by LICENSOR, the LICENSEE agrees to include the audio acknowledgement "Recorded on location at the Bob Carr Theater" on all audio broadcasts. The parties agree that at the time of entry into this Agreement the parties have not yet reach an agreement upon any broadcast rights except as stated in Section 1(a) herein unless an exhibit signed by both parties is simultaneously attached hereto.

Section 16 – Term; Postponement and Termination

1. The Term of this Agreement (the "Term") shall commence on the Effective Date and terminate on January 1, 2015 at 8:00 a.m.
2. If (i) LICENSEE fails to present any performance or program scheduled hereunder for reasons other than by reason of a Force Majeure, as addressed in Section 14 above, or (ii) LICENSOR terminates this Agreement, then in such an event and pursuant to Paragraph 3 of this Section, all amounts paid to LICENSOR pursuant to Sections 1 and 3 of this Agreement shall be retained by LICENSOR as consideration for the execution of this Agreement.
3. This Agreement may be terminated for material breach upon written notice by the non-breaching party if the breaching party has failed to cure such default within fifteen (15) days, provided that, in emergency situations, a shorter cure period may be provided as the non-breaching party shall reasonably specify in such notice. The parties acknowledge that, in emergency situations, the time that will be reasonable to cure such breach may vary depending on such factors as the type of breach involved, the ease or difficulty in discontinuing such breach, and the harm to the non-breaching party

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and/or the Center presented by such breach; in no event, however, shall either party be required to provide a cure period of more than fifteen (15) days.

4. LICENSOR has the right to terminate this Agreement if the Licensed Use poses a danger to the Center, or persons in and around the Center or if the Center determines in its sole and absolute discretion that the Event or any activities related thereto are inconsistent with the Center's mission or violate the Center's code of ethics, policies or procedures.

Section 17 – Compliance with Applicable Laws, Rules and Regulations

1. LICENSEE agrees, represents and warrants that nothing contained in the program, performances or in any other way connected with LICENSEE's activities under this Agreement shall violate or infringe upon any copyright, right of privacy or other statutory or common law right of any person, firm or corporation or entity.
2. Securing of permission and/or payment for all performing rights for LICENSEE's performances is the responsibility of LICENSEE.
3. LICENSEE agrees, represents and warrants that LICENSEE, its officers, agents, employees and independent contractors shall, at all times, conduct themselves in accordance with all applicable laws, rules and regulations, including, without limitation, those of the United States of America, the State of Florida, the County of Orange and the City of Orlando.
4. LICENSEE shall comply with all laws, rules and regulations regarding labor as are applicable to operations on and related to the Licensed Premises and the rehearsals and/or performances contemplated on the Licensed Premises. LICENSEE acknowledges that it will remain the sole employer of all labor which it chooses to hire for its use of the Licensed Premises. LICENSEE will decide, in its sole discretion, the number, type and source of workers, as well as all issues relating to compensation, and other terms and conditions of employment. LICENSEE agrees that it shall be responsible for hiring qualified stage labor, and it shall be responsible for the actions of workers hired to perform services on the Licensed Premises. Should any labor disputes, jurisdictional or otherwise, occur as a result of or connected in any way with LICENSEE'S activities under this Agreement, LICENSEE hereby assumes the burden of resolving any such disputes.
5. All decorations, drapes, curtains, electric wiring, structures, scenery, sets, costumes, etc., furnished or erected by LICENSEE must be fireproofed and shall comply with all such rules, regulations, laws, ordinances and other regulations related thereto. LICENSEE shall deliver to LICENSOR, if requested in writing to do so, certificates satisfactory in form to LICENSOR evidencing required flame proofing and, upon request, will also deliver samples of same for submission to the local fire department officials. It is intended that the standards, obligations and duties imposed by this Agreement shall be maintained and complied with by LICENSEE in addition to its compliance with all applicable governmental laws, ordinances and regulations and in the event that any of said laws, ordinances and regulations shall be more stringent than the standards, duties and obligations imposed on LICENSEE hereunder, then, LICENSEE shall comply with such laws, ordinances and regulations. LICENSOR shall not be liable to LICENSEE for any diminution or deprivation of possession or of LICENSEE'S rights hereunder on account of the exercise of any such authority as herein provided, nor shall LICENSEE be entitled to terminate the whole or any portion of this Agreement by reason thereof.

6. Non-resident Aliens

- a. Should the artist(s) to be presented by the LICENSEE be a non-resident alien individual, partnership or corporation, the LICENSEE expressly agrees to perform all obligations and to assume all liabilities as the withholding agent pursuant to the requirements of the Internal Revenue Code and appropriate Federal Regulations.

7. Dispute Resolution; Venue.

- a. With regard to disputes between the parties, upon the request of either party (the requesting party being referred to herein as the "Requesting Party" and the alleged dispute being referred to as the "Dispute"), the Dispute shall be resolved in accordance with this Section.
- b. To the extent that the parties, after exercising a good faith effort, are unable to resolve any Dispute between themselves, the Requesting Party shall first send written notice (the "Mediation Notice") to the party with which the Requesting Party has the Dispute (the "Opposing Party") requesting that the Dispute be submitted to mediation. The Mediation Notice shall set forth the names of not less than three (3) mediators selected by the Requesting Party. Within twenty (20) days of the Opposing Party's receipt of the Mediation Notice (the "Response Period"), the Opposing Party shall respond to the Requesting Party in writing indicating whether any one (1) of the three (3) mediators are acceptable to the Opposing Party. In the event that the Opposing Party identifies an acceptable mediator, then such mediator shall conduct a mediation between the parties within thirty (30) days after the expiration of the aforementioned twenty (20) day period. The mediation shall be conducted in the City of Orlando in Orange County, Florida unless otherwise agreed between the parties. The parties shall share equally the expenses of the mediator.
- c. In the event that the Opposing Party fails to respond to the Mediation Notice within the Response Period, fails to identify an acceptable mediator, or the mediation conducted in accordance with the immediately preceding subparagraph (b) does not resolve the Dispute, then the Dispute shall be subject to the exclusive jurisdiction of the state or federal courts in Orange County, Florida, as the exclusive proper forum in which to adjudicate the Dispute.

8. This Agreement shall be deemed to have been made in the State of Florida and its validity, construction, performance, breach and operation shall be governed by the law of the State of Florida. No right or remedy conferred hereunder upon either party or by law provided is exclusive of any other right or remedy, but each such right or remedy is cumulative and in addition to every other right or remedy hereunder or by law provided and may be exercised without exhausting and without regard to any such other right or remedy. No waiver by either party of any default, or right to forfeiture or right of reentry shall affect any subsequent default or breach of duty or contract or impair the exercise of any right or remedy accruing upon any default or be construed as a waiver of any such conditions hereof to be performed by the other party, and shall not be deemed a waiver of any rights or remedies which either party may have. Every right and remedy conferred here under or by law may be enforced and exercised as often as the party exercising such right or remedy may deem expedient. In case any suit, action or proceeding shall be brought or taken hereunder, the prevailing party shall be entitled to receive, and there shall be allowed to such party to be included in any such judgment recovered, reimbursement for reasonable cost, expenses, outlays and attorney's fees including paralegal fees at the trial, appellate, bankruptcy, and post judgment proceeding levels.

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Section 18 – Miscellaneous.

1. ENTIRE AGREEMENT; MERGER. This Agreement, and the Exhibits attached hereto and made a part hereof sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and all understandings and agreements, oral and/or written, heretofore made between LICENSOR and LICENSEE, are merged in this Agreement which alone fully and completely expresses their agreement.
2. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.
3. Titles and Headings. The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. Unless otherwise specifically stated, all references herein to "sections" and "exhibits" will mean "sections" and "exhibits" to this Agreement.
4. Notices. Any and all notices required or permitted to be given to a party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed to provide such party sufficient notice under this Agreement upon receipt if delivered as follows: (a) in person; (b) addressed to the other party at its facsimile number specified herein (or hereafter modified by subsequent notice to the parties hereto); (c) by an express overnight courier, with proof of delivery from the courier requested; or (d) by certified United States mail (return receipt requested).

If to LICENSOR: Dr. Phillips Center for the Performing Arts
 Attn: Vice President of Programming
 455 S Orange Ave.
 Orlando, FL 32801
 Facsimile: (407) 839-0116

If to LICENSEE: [Name}
 [Address}
 [Facsimile]

All notices not delivered personally or by facsimile will be sent with postage and/or other charges prepaid and properly addressed to the Party to be notified at the address or facsimile number provided, or at such other address or facsimile number as such other party may designate by one of the indicated means of notice herein to the other Parties hereto at the addresses set forth in this Agreement.

5. Expenses. Except as otherwise provided herein, each party shall be responsible for the payment of its own expenses incurred in connection with this Agreement and the transactions contemplated hereby, including fees and expenses of such party's counsel and advisors.
6. Amendments and Waivers. Any term of this Agreement may be amended or waived only with the written consent of the parties hereto.
7. Severability. If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so

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enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement. Notwithstanding the forgoing.

8. Further Assurances. The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.
9. Facsimile and Electronic Signatures. This Agreement may be executed and delivered by facsimile or by electronic media and upon such delivery the signature will be deemed to have the same effect as if the original signature had been delivered to the other party
10. Third Parties. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LICENSOR:

LICENSEE:

Dr. Phillips Center for the Performing Arts

By: _____
Authorized Representative

By: _____
Authorized Representative

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

LICENSEE Initials _____

LICENSOR Initials _____

LICENSEE Initials _____

LICENSOR Initials _____

EXHIBIT “F”

ARTWORK LOAN AGREEMENT

This **LOAN AGREEMENT** is made and entered into this ___ day of _____, 2014, by and between the **City of Orlando, Florida**, a Florida municipal corporation whose address is 400 S. Orange Avenue, Orlando, Florida 32801 (“City”), and **Dr. Phillips Center for the Performing Arts, Inc.**, whose address is 455 S. Orange Avenue, #700, Orlando, Florida 32801 (“DPC”).

In consideration of the mutual promises and covenants contained herein and other valuable consideration, given one party to the other, the receipt and sufficiency of which is hereby acknowledged, the City and DPC agree as follows:

1. **DESCRIPTION OF ARTWORK:** (See attached).
2. **TERM OF LOAN:** The City shall loan the above-described Artwork to DPC at no cost for the purpose of exhibiting the Artwork at DPC. The duration of this loan shall be until such time as the City notifies DPC in writing that the Artwork must be returned to the City. DPC shall return the Artwork within ten (10) days of its receipt of a written request from the City.
3. **DELIVERY:** The City, with assistance from DPC staff, shall deliver the Artwork to DPC and all costs associated with delivery shall be paid by the City.
4. **REPRODUCTION:** The City retains the right to reproduce the Artwork for publicity, educational materials, brochures, archival records or any other reasonable purpose.
5. **RISK OF LOSS, LIABILITY, MAINTENANCE:** Any damages to the Artwork shall be the obligation of the City. DPC shall have no responsibility or liability for any loss or damage to the Artwork. In addition, City shall maintain the Artwork up to the standards of its maintenance and preservation of works of art in City Hall.
6. **VENUE:** This Agreement shall be governed by the laws of the State of Florida. The location for the settlement out of any dispute arising from this request shall be in the applicable court located within Orange County, Florida.
7. **ATTORNEY’S FEES:** If any legal action or proceeding is brought by either party for default or breach of this Agreement or to enforce any provision hereof, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorney’s fees and court costs at both trial and on appeal.
8. **COVENANT OF QUIET ENJOYMENT:** DPC shall have lawful and quiet possession of the Artwork during the term of this Loan, without hindrance by the City or any persons lawfully claiming under the City.
9. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement and understanding between the parties, and shall supersede and replace all prior agreements and understandings, written or oral, relating to the matters set forth herein.

10. **TIME IS OF THE ESSENCE:** Time is of the essence of this Loan Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Witnesses:

DR. PHILLIPS CENTER FOR THE PERFORMING ARTS, INC.

Print Name: _____

By: _____

Print Name: Katherine Ramsburger

Title: Its President

Print Name: _____

CITY OF ORLANDO, FLORIDA

By: _____

Mayor/Pro Tem

ATTEST:

Alana C. Brenner, City Clerk

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

_____, 2013

Chief Assistant City Attorney