

FAIRFIELD CITY SCHOOL DISTRICT

Fairfield High School Arena

License Agreement

THIS LICENSE AGREEMENT, made and entered into this ____ day of _____, _____, by and between the FAIRFIELD CITY SCHOOL DISTRICT, hereinafter referred to as FCSD and _____ hereinafter referred to as the LICENSEE;

WITNESSETH:

In consideration of the mutual agreements contained herein, FCSD hereby grants to LICENSEE (not a lease), subject to the terms and conditions set forth herein, for

_____ and for no other purpose without the prior written consent of FCSD.

The FCSD grants the LICENSEE the nonassignable right to use and occupy the areas of the Fairfield High School Arena as specified:

The rental period for this Agreement is on the following dates, during the specified hours:

Move In/Set Up	:	Day/Date	_____	Time	_____
Doors Open	:	Day/Date	_____	Time	_____
Event Time	:	Day/Date	_____	Time	_____
Move Out/Take down	:	Day/Date	_____	Time	_____

The foregoing LICENSE AGREEMENT includes the furnishing of electric, lights, HVAC, and water reasonably necessary for the normal use of the facility.

The foregoing rental does not include the cost of ticket sellers, ticket takers, ushers, message center operators, scoreboard operators, police and fire fighters, except as otherwise provided on Schedule 1 attached hereto and make a part thereof.

FCSD and LICENSEE mutually agree as follows:

1. License Rate

A. Licensee shall pay to FCSD for the use of the Facility for the aforesaid period at the rate of \$150.00 per hour with a two (2) hour minimum: \$ _____

- B. Licensee shall pay to FCSD any federal, state or local tax (excluding Licensor's income taxes) which may become payable by FCSD by reason of Licensee's use of Facility under this Agreement.

2. Deposit and Payment

- A. Upon submission of this executed Agreement, Licensee shall pay FCSD the sum of the full projected rental fees. The payment shall be retained by FCSD should Licensee cancel the agreement except as provided in Section Ten (10) hereinafter. The personnel fees will be estimated at the time of the payment. The personnel fees will be due within 30 days of the final billing.

3. Maintenance

- A. FCSD shall furnish heat, light and ordinary cleaning for the Facility and appurtenances, and shall keep Facility in a clean and sanitary condition by means of FCSD custodians assigned by FCSD to the event at Licensee's expense.

4. Licenses and Permits

- A. Licensee in conjunction with FCSD shall provide, at Licensee's sole expense, all necessary licenses and permits required by law for the event and shall provide them to FCSD upon request.

5. Use Limitations

- A. Licensee may use Facility only for purposes which are legal and consistent with published Fairfield Board of Education policies.
- B. Licensee shall not injure, mar, or in any manner deface the Facility and any contiguous or surrounding property or permit anyone to do so. Licensee shall pay for all damages to the Facility, including the building, equipment, furniture and other property, except for any damages arising from the acts of FCSD, its agents or employees. Licensee shall deliver to FCSD at the termination of this lease, the Facility and any other contiguous or surrounding property in as good a condition and repair as said premises were at the initiation of said lease period, ordinary wear and tear excepted.
- C. Licensee shall not make any change or alteration to the building, equipment or arrangement of the Facility or any other contiguous or surrounding property without having first obtained written permission for such change or alteration from FCSD. The cost of any such change or alteration shall be borne by Licensee. Upon termination of this license the Facility and any other contiguous or surrounding property shall be restored to their original conditions by Licensee at its cost unless otherwise agreed to by the parties.
- D. Licensee shall not place any signs, advertisements and/or decorations in or on the Facility or any other contiguous or surrounding property without prior written approval of FCSD or its designated agent, and should such approval be granted, signs, advertisements and/or decorations shall be installed and maintained according to the orders of FCSD.

- E. Neither Licensee nor its agents nor employees shall make any electrical, sound recording, television, teletape or utility connections without FCSD's prior written approval.
- F. No flammable materials such as bunting, tissue paper or crepe paper shall be used by Licensee for decorations at Facility. All decorative materials must be treated with flame proofing and approved by the Fairfield Fire Department.
- G. No smoking shall be permitted in and on all Fairfield City School District buildings, facilities, vehicles and grounds. FCSD will enforce this policy by use of signage, announcements and personnel.
- H. Licensee shall not perform activities which may interfere with the effectiveness or accessibility of utility, heating, ventilating or air conditioning systems or portions thereof within the Facility, nor perform activities which may interfere with free access and passage to them, within the Facility, or upon adjacent public areas, contiguous or surrounding areas.
- I. All public address system or scoreboard announcements by Licensee must be lawful and clearly indicate they do not represent the views of FCSD. No commercial announcements may be made by Licensee via the public address system or scoreboard message center. Any and all scoreboard messages must be submitted to FCSD in writing fifteen (15) days prior to the date of the scheduled event.
- J. All property belonging to Licensee shall be removed by Licensee by the end of the license period and any such property remaining at Facility shall be disposed of at discretion of FCSD without liability to FCSD or payment to Licensee.

6. Insurance

- A. Licensee agrees to maintain, at its expense, Comprehensive General Liability Insurance with minimum liability limits of \$1 million per occurrence. The Fairfield City School District shall be named an additional insured party for this insurance, and a Certificate evidencing this coverage must be provided to FCSD prior to the event. FCSD will provide Licensee with proof of FCSD's insurance upon request.

7. Indemnification

- A. Licensee shall keep, save and hold the Fairfield City School District, the State of Ohio, their trustees, employees and agents harmless from all claims, causes of action, damages or loss, including attorneys' fees, either directly or indirectly arising out of the use of Facility under this Agreement or caused by the actions or omissions of Licensee, its employees or agents. Likewise, FCSD shall also keep, save, and hold Licensee, its officers, employees, and agents harmless from all claims, causes of action, damages or loss, including attorneys' fees, either directly or indirectly arising out of FCSD's breach of any terms of this agreement or the negligent actions or omissions of FCSD or any of its employees or agents.
- B. All property of Licensee at Facility shall be at the sole risk of Licensee.
- C. Licensee shall be responsible for providing any necessary medical personnel for all individuals participating in the event, unless arrangements are made with FCSD to provide such service, at Licensee's expense, prior to the event. FCSD may provide

emergency medical personnel to be available to spectators of the event at Licensee's expense, if, in FCSD's opinion, such services are warranted by the size and/or nature of the event. Licensee shall assume all liability for medical care and transportation provided or contracted by Licensee (not including services provided or contracted for with FCSD) and the Licensee agrees to indemnify and save harmless FCSD from and against any and all claims, causes of action, damages or loss, including attorneys' fees arising from such medical care or transportation services except that which may be caused solely by the negligence of FCSD, its employees, servants and agents.

8. Assignment

- A. Licensee may not assign this Agreement or sublet the Facility without the prior written consent of FCSD.

9. Force Majeure

- A. Should the Facility be damaged or destroyed by fire or other cause, or if any casualty or unforeseen occurrence including but not limited to strikes, labor disputes, war or action of governmental authorities, shall render the fulfillment of this Agreement difficult or impossible to perform to an extent sufficient to prevent the use of the Facility as contemplated herein, this Agreement shall at once cease, terminate and be utterly void unless within ten (10) days of the occurrence of said damage FCSD shall notify Licensee in writing that said damage will be repaired in time to permit the use of the Facility as contemplated herein. In any such case, FCSD shall not be held liable or responsible to Licensee for any damage caused by said cancellation, FCSD shall be relieved of any further liability by reason of this Agreement, and no claims for compensation or damage shall be made against FCSD by Licensee. Any deposit or rental for the unused portion of this Agreement shall, in any such case, be refunded to Licensee by FCSD within twenty (20) working days.

10. Cancellation by FCSD

- A. FCSD may terminate and cancel this Agreement for Licensee's actual or anticipatory breach of any of the terms of this Agreement as determined by the discretion of FCSD. In the event of such termination, the deposit and any payment made by Licensee shall be forfeited with no right of refund to Licensee, and FCSD shall not be held to any obligation for Licensee's present or future use of Facility. In such event, Licensee shall also reimburse FCSD for any expenses incurred as a result of this Agreement.

11. Access by FCSD

- A. FCSD, or its designated agents, shall have access at all times to all parts of Facility and shall control locking and unlocking of Facility.

12. Public Announcements

- A. FCSD reserves the right to make brief public address announcements during intermissions or other times that will not unreasonably interfere with the event. Such announcements may relate to the welfare or safety of those using the Facility or describe future events at the Facility or within the Fairfield City School District or community.

13. Security

- A. Licensee shall be solely responsible for the conduct of all persons using the Facility at its express or implied invitation under the terms of this Agreement. Licensee is required to acquire and pay for the services of municipal uniformed officers unless waived by the Building Principal and/or District Athletic Director. FCSD reserves the right at all times to eject anyone whose conduct is unlawful or is interfering with the reasonable enjoyment or participation of others using the Facility.

14. Concession Sales

- A. FCSD and its support organizations reserve the right to operate and contract for operation and receive the income from concessions for the events to be covered by this Agreement, including but not limited to, the sales of food, drink, programs, souvenirs and novelties. Licensee, his exhibitors or persons caused by him to come on the premises may distribute any free items only upon receipt of prior written permission from the Fairfield City School District and/or its designee.

15. Tickets

- A. Licensee is required to sell all tickets at the prices advertised, and no deviation will be allowed without the prior written consent of FCSD. Licensee shall not sell or permit to be sold or distributed, tickets or passes in excess of the official listed capacity of the Facility, nor admit thereto a larger number of persons than can safely and freely move about herein as determined in advance by FCSD. The decision of FCSD in this respect shall be final.
- B. FCSD shall receive a reasonable number of complementary tickets to the event, the number to be determined by Fairfield City School District and/or its designee.

16. Parking

- A. Traffic control and parking for Licensee's use of the Facility shall be the responsibility of and remain under the sole control of FCSD and all revenues generated from the sale of parking shall be retained by FCSD.

17. Broadcasting

- A. No event presented in the Facility shall be broadcast, televised or in any manner recorded for reproduction without the written consent of FCSD, and then only upon the express condition that all expenses pertaining thereto will be paid in advance by the Licensee. Licensee shall hold FCSD harmless from and indemnify FCSD against all claims arising from such broadcasting activity.

18. Copyrights

- A. Licensee agrees, represents and warrants that nothing contained in the program, performance, exhibition or in any other way connected with Licensee's use of Facility under this agreement shall violate or infringe upon any copyright, patent, right of privacy or other statutory or common law right of any person, firm or corporation. Further, Licensee warrants that all performances under this Agreement of works protected by statutory or common-law copyrights or other proprietary law have been duly licensed or

otherwise authorized by the owners of such work. Licensee further agrees to indemnify and hold harmless Fairfield City School District, its Board of Education, agents and employees, from any and all claims, causes of action, damages, loss or expenses including legal fees arising in relation to this warranty.

19. Advertising

A. Licensee may not use the name or marks of FCSD in such a manner as would indicate endorsement or co-sponsorship of the event without prior written consent of FCSD. Any printed material, radio or television advertising copy publicizing the event shall be submitted to FCSD in advance to be reviewed for accuracy.

20. Compliance with Law

A. In carrying out its obligations under this Agreement, Licensee shall comply with all rules, regulations, laws, and ordinances of the United States, the State of Ohio, the City of Fairfield and those established by FCSD for the Facility.

21. Ohio High School Athletic Association (OHSAA) Rules

A. FCSD is sensitive to the rules and regulations of the OHSAA. Should Licensee violate OHSAA rules or regulations this contract shall be null and void immediately upon discovery of the violation. Any monies collected by the FCSD at this time will be retained by the FCSD and any other expenses that have been incurred by FCSD will become due immediately by the Licensee to FCSD.

22. Governing Law

A. This Agreement shall be governed by and interpreted under the laws of the State of Ohio.

23. Complete Agreement

A. This agreement constitutes the sole and complete agreement by and between the parties and no amendments to, or modification of, this Agreement shall be valid unless reduced to writing and executed by the parties in advance.

24. Authorized Signatures

A. Each individual executing this Agreement on behalf of Licensee and FCSD represents and warrants that he or she is properly authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

FAIRFIELD CITY SCHOOL DISTRICT

LICENSEE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Revised: September 18, 2008

FAIRFIELD CITY SCHOOL DISTRICT

**Fairfield High School Arena
License Agreement**

Schedule I

Under the terms of the Agreement, the Licensee agrees to pay FCSD the following fees and charges as noted below:

	<u>No.</u>	<u>Hrly. Rate</u>	<u>FCSD</u>	<u>Licensee</u>
Ticket Seller(s)	_____	\$15.00	_____	_____
Ticket Taker(s)	_____	\$15.00	_____	_____
Usher(s)	_____	\$15.00	_____	_____
Message Center Operator(s)	_____	\$30.00	_____	_____
Scoreboard Operator(s)	_____	\$30.00	_____	_____
Announcer	_____	\$20.00	_____	_____
Custodian (FCSD Personnel)	_____	\$30.00	_____	_____
Parking Attendant(s)	_____	\$10.00	_____	_____
Arena Site Manager	_____	\$40.00	_____	_____
Head Cook	_____	\$30.00	_____	_____
Food Service Worker	_____	\$25.00	_____	_____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

FAIRFIELD CITY SCHOOL DISTRICT

LICENSEE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Revised: September 18, 2008