

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE TOWN OF ADDISON AND WATER TOWER THEATRE FOR USE OF THE ADDISON THEATRE CENTER TO PROVIDE VARIOUS PERFORMANCES AND WORKSHOPS EACH SEASON; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Addison (“Town”) owns and operates the Addison Theatre Centre (“ATC”) for the purpose of providing and maintaining first class performance arts facilities within the Town of Addison for the benefit of its residents and the general public; and

**WHEREAS**, Town desires to grant a non-exclusive license to Water Tower Theatre, Inc. to use the ATC to conduct its administrative operations and various performances within the ATC that will serve to promote the ATC and attract other prominent performances to the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

**SECTION 1.** The City Council hereby approves the non-exclusive license agreement between the Town and the Water Tower Theatre, Inc. for use of the ATC, a copy of which is attached to this Resolution as **Exhibit A**. The City Manager is hereby authorized to execute said agreement.

**SECTION 2.** This Resolution shall take effect from and after its date of adoption.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the **25<sup>th</sup>** day of **OCTOBER 2022**.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

\_\_\_\_\_  
Irma Parker, City Secretary

# EXHIBIT A

## ADDISON THEATRE CENTRE LICENSE AGREEMENT WaterTower Theatre

This License Agreement ("Agreement") is made by and between the **Town of Addison, Texas** ("City" or "Licensor"), and **WaterTower Theatre, Inc.** ("Licensee" or "WTT") (each a "party" and collectively the "parties"), acting by and through their respective authorized representatives.

### RECITALS:

**WHEREAS**, City owns and operates the Addison Theatre Centre ("ATC") for the purpose of providing and maintaining first class performance arts facilities within the Town of Addison for the benefit of its residents and the general public; and

**WHEREAS**, City desires to grant Licensee non-exclusive access to the ATC in conformance with this Agreement for Licensee to conduct its administrative operations and various performances within the ATC that will serve to promote the ATC and attract other prominent performances to the Town of Addison.

**NOW, THEREFORE**, for and in consideration of the covenants and promises made one to the other herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### Article I Term

The term of this Agreement shall be for one (1) year beginning on October 1, 2022, and expiring on September 30, 2023, unless extended or earlier terminated in conformance herewith. The term may be extended for up to four (4) additional one (1) year terms at the City's sole discretion; provided, that Licensee delivers to City its written request to extend on or before June 1<sup>st</sup> of the then current term. All the terms and covenants of this Agreement shall apply to all extension periods, subject to amendment by the mutual written agreement of the parties.

### Article II Grant of License; General Conditions

2.1 Grant of License. City hereby grants Licensee a non-exclusive license and right to occupy and use the Licensed Area (defined herein) for the Permitted Use in conformance with the terms and conditions set forth in this Agreement. The license granted herein includes Licensee's use of certain areas within the 'WTT Administrative Offices' for its day-to-day administrative operations as well as the areas available to 'Theatre Rental Groups' in connection with Licensee's Events in conformance herewith (collectively referred to as the "Licensed Area"), as further described and depicted in Exhibit A attached hereto. The foregoing license further includes a non-exclusive right to use the ATC common areas designated in Exhibit A (the "Common Area"), subject to the City's exclusive control and management of the same.

2.2 Access to Other Areas within the ATC. Licensee shall not use the ATC premises for any purpose other than as expressly set forth in this Agreement without first obtaining the prior written consent of the ATC Supervisor (the "Manager"). The Manager may allow Licensee's temporary use of other areas within the ATC at the Manager's sole discretion, subject to City Council approval when required.

2.3 No Subletting. Licensee may not sublet to nor sub-license to others the use of any portion of the ATC without the prior written approval of the City. Any such attempt by Licensee shall be without effect and may, at City's option, result in the immediate termination of this Agreement for default pursuant to Section 8.2.

2.4 City Access; Emergencies. The City will provide reasonable prior notice to Licensee prior to entering the WTT Administrative Offices for official purposes. Notwithstanding, the City shall at all times be entitled to enter any portion of the ATC (including the WTT Administrative Offices) without prior notice (i) in the performance of its governmental functions, and (ii) in response to any emergency, as determined by City in its sole discretion.

2.5 No Other Rights Granted. Licensee shall have no other rights related to its use of the ATC other than rights expressly granted under this Agreement.

### **Article III Permitted Use**

3.1 Permitted Use. Licensee is entitled to use the Licensed Area for the following uses in conformance with the terms and conditions set forth in this Agreement (the "Permitted Use"):

- (a) Licensee's administrative operations;
- (b) conducting Licensee Events (defined in Section 3.3. below);
- (c) sponsoring or hosting educational programs and workshops;
- (d) hosting fundraising events;
- (e) any other use with the prior written approval of the Manager.

Licensee's use of ATC shall be under the general direction and control of the Manager and Licensee agrees to comply with all City rules, policies and directives, whether written or otherwise, applicable to Licensee's use of the ATC pursuant to this Agreement (herein "ATC Rules"). Licensee shall be responsible for ensuring that its managers, officers, employees, representatives, contractors, subcontractors, and invitees are familiar with the ATC Rules and conduct themselves in a professional manner at all times while at the ATC.

3.2 City Acknowledgements. As partial consideration for the rights granted to Licensee herein, Licensee agrees to prominently acknowledge the City for its support of Licensee in all appropriate printed materials. All public references to Licensee will be characterized as "WaterTower Theatre at the Addison Theatre Centre" or a similar phrasing that clearly indicates the Licensee (or its event) is at the ATC.

3.3 Licensee Representatives. Licensee shall provide the Manager the contact information (name, email and phone) for a minimum of two (2) Licensee representatives with authority to act on behalf to Licensee. At least one Licensee representative shall be on-site at all times during any event, show, production, rehearsal, workshop, fundraiser, or other activity occurring at the ATC in connection with Licensee (collectively, "Licensee Events").

3.4 Keys and Alarm Codes. Interior and exterior keys and alarm codes will be provided for use solely by Licensee's employees. Licensee shall be responsible for submitting a key/code request form, which shall include Licensee's contact information, a proposed four-digit code for the alarm, and Licensee's agreement to comply with the applicable terms of use. Licensee will be for each alarm code change and key replacement in conformance with the Fee Schedule (Exhibit C).

3.5 Signage. Licensee shall not place or permit to be placed any sign, plaque, decoration, lettering, advertising matter or descriptive material (collectively, "Signage") in the following locations without the City's prior written approval:

- (a) the exterior of the ATC (including the roof);
- (b) any exterior facing door or window;
- (c) any display window space; or
- (d) within five feet (5') behind the storefront of the ATC (if visible from the Common Area).

All approved Signage shall conform with the ATC Rules, as well as the general standards of design, motif, and decor from time to time established by the City for the ATC. Licensee may seek approval for Signage by providing the Manager a written proposal describing in detail the Signage proposed location(s) for such. Following the Manager's acceptance of a completed proposal, the Manager shall promptly approve, deny or request reasonable modifications to the proposal.

3.6 Licensee Property. Licensee shall provide the Manager an inventory of all of personal property of Licensee located in the ATC on or before July 1<sup>st</sup> of each year. Licensee shall be responsible for promptly providing the Manager an updated inventory reflecting any changes in the same throughout the term of this Agreement.

3.7 Parking. The rights granted under this Agreement do not include Licensee's right to occupy any specific parking areas or spaces. Notwithstanding, the Manager may, in the City's sole discretion, grant Licensee's staff written permission to park in a defined area(s) or spaces.

3.8 Use of City Property. City may, in its sole discretion, grant Licensee permission to use City-owned personal property and equipment ("City Property") in connection with Licensee's use of the ATC pursuant to this Agreement. Licensee acknowledges that all City Property is provided in an "AS IS", "WHERE IS" condition with all faults and the City makes no representations or warranties, either express or implied, as to the condition of the City Property or the suitability or fitness of the same for any particular use.

- (a) *Use by Licensee*. Licensee shall be responsible for ensuring that all persons using City Property comply with all ATC Rules and procedures (including all Manager directives) applicable to the use of such property.
- (b) *Use by Others*. Licensee shall not promise or commit any City Property to any person (other than Licensee's employees) without the Manager's prior written approval. In the event Licensee is working in conjunction with an outside company as co-presenter or producer on a production, Licensee shall submit a written list of City Property requested for the production for review and approval by the Manager at least thirty (30) days prior to Licensee committing the City Property for use in connection with the same.
- (c) *No Outdoor Use*. City Property shall not be used outdoors or removed from the ATC without the prior written consent of the Manager.

3.9 Licensee Improvements. Subject to the Manager's consent, Licensee may erect or install within the Licensed Area and performance space any temporary alterations, additions, or equipment needed for any permitted use which does not alter the structural integrity or basic configuration of the performance

space ("Licensee Improvements"). Licensee's right to install such improvements shall be subject to strict compliance with all other provisions of this Agreement regulating the use of the ATC, the ATC Rules, and all other applicable governmental laws, statutes, ordinances, codes, and regulations governing the same.

- (a) *Construction of Improvements.* Licensee shall require that all contractors performing work within the ATC provide performance and payment bonds prior to commencement of construction of any improvements to the ATC. Each of the foregoing bonds shall be issued in a sum equal to the full amount of the construction contract and name the City and Licensee as joint obligees. All construction work shall be in conformance with the City's building code and all other applicable laws.
- (b) *Removal of Licensee Improvements.* Licensee shall remove all Licensee Improvements at its sole expense upon the earlier of (1) strike for the event, (ii) thirty (30) days following the Manager's written request for removal, or (iii) the expiration or earlier termination of this Agreement (herein "Removal Period"). Licensee shall repair any damage caused by such removal and fully restore the ATC to substantially the same condition as existed prior to installation of the same, except for ordinary wear and tear and/or loss due to other casualty beyond Licensee's control. Licensee shall provide to City written notice that the Licensee Improvements have been removed in conformance with this section prior to the expiration of the Removal Period. Failure of Licensee to remove any or all Licensee Improvements prior to expiration or earlier termination of this Agreement shall be construed as holdover. Upon expiration of the applicable Removal Period, the City may cause the Licensee Improvements to be removed and the Licensed Area fully restored at Licensee's sole cost and expense, which shall include, at a minimum, the applicable daily rental rate(s) together with all all labor costs (including ATC staff labor) + a twenty percent (20 %) overhead on all labor.

3.10 Ownership of Improvements. Unless otherwise agreed by the parties in writing, all installations, alterations, additions and improvements made in, on, or to the ATC by Licensee or the City shall be deemed to be property of the City and shall remain upon and be surrendered in good order, condition and repair, ordinary wear and tear excepted, upon expiration or termination of this Agreement. Upon request of the City, Licensee shall remove all or any portion of the improvements made by or on behalf of Licensee to the ATC prior to termination of Licensee's right to possession.

3.11 Condition and Care of Premises. Licensee shall, at its sole cost and expense, keep the Licensed Areas in a working, neat, clean, sanitary, safe condition and repair, and shall keep the Licensed Areas free from trash. Licensee shall not attach to, penetrate (e.g., drill and/or screw holes into walls, structures, etc...), paint, or construct on the roof or any structural walls or other elements of the ATC without the prior written consent of the Manager. Licensee shall make all repairs or replacements thereon or thereto, excluding ordinary wear and tear and items for which the City has assumed maintenance under this Agreement. Further, Licensee shall ensure that all personal property within the ATC is maintained and stored in a neat and orderly manner at all times. ATC staff may conduct a walk-through upon strike for all Licensee Events. In the event any areas of the ATC are not fully restored to a neat, clean, sanitary, and safe condition upon strike, the Manager, or designee, may assess the applicable daily rental fee to Licensee for each applicable area upon twenty-four (24) hours written notice to restore the same.

3.12 Damages and Restoration. Licensee shall immediately notify City of any and all damages resulting from, arising out of, or caused to, the Licensed Area, Common Area, or any other portion of the ATC, to the extent caused by Licensee, or its officers, agents, employees, and invitees. The foregoing shall

include, without limitation, structural damages, electrical damages, damage to walls, windows, doors, flooring, or other improvements or fixtures within the ATC, and damage to City Property (defined below). The City shall have the right to (i) make such repairs as may be reasonably necessary to fully restore all such damage, in which event Licensee shall pay City the cost thereof within fifteen (15) days from the date that City provides written demand for payment, or (ii) require Licensee to make such repairs, in which case Licensee shall be solely responsible for all costs and expenses in connection with the repair of all such damages, and the repairs and/or replacements shall be completed within thirty (30) calendar days following written notice by City to Licensee, or such longer period as may be mutually agreed upon by the parties to complete the repair in a manner reasonably acceptable to City.

3.13 Audits and Records. Licensee shall have its financial statements audited on an annual basis by an independent auditing firm of certified public accountants and shall submit a copy of the auditor's report for the preceding fiscal year with its proposed annual operating budget to the City Manager. The City reserves the right to require a special audit of Licensee's books and records at any time either by the City Manager (or designee) or by an outside independent auditor at the direction of the City Council. The City shall pay all expense of the independent auditor related to any special audit. Licensee agrees to make all necessary books, records and other documents necessary to perform such audit available to the City and its representatives.

3.14 Compliance with Applicable Laws; Nuisances. Licensee shall not use the Licensed Area in any manner that constitutes waste or nuisance, or that violates any local, state or federal statute, law, regulation, rule, or government order, including the Town of Addison Charter and Code of Ordinances. Licensee shall not engage in any conduct that would violate any certificate of occupancy applicable to the ATC or would render void or uncollectible any insurance policy then in force with respect to thereto, or that would in any way increase the premiums payable by City for fire, liability, or any other insurance coverage on the ATC or the contents of any improvements therein. Licensee agrees that it will not use, handle, generate, treat, store or dispose of, or permit the use, handling, generation, treatment, storage or disposal of any hazardous materials in, on, under, around or above the ATC at any time.

3.15 Disclaimer of Warranties. LICENSEE UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT CITY IS GRANTING LICENSEE ACCESS AND USE OF THE ATC, INCLUDING THE ENTIRE PREMISES, IN 'AS IS' 'WHERE IS' CONDITION AND THAT NEITHER CITY NOR ANY AGENT, EMPLOYEE OR OTHER PERSON ACTING ON BEHALF OF THE CITY, HAS MADE ANY, AND THE CITY EXPRESSLY DISCLAIMS EVERY, REPRESENTATION, WARRANTY (INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND HABITABILITY), ASSURANCE, GUARANTY, OR PROMISE, EXPRESS OR IMPLIED, CONCERNING THE STATUS OF THE TITLE OR CONDITION OF THE ATC (INCLUDING THE LICENSED AREAS, COMMON AREAS, AND ALL OTHER AREAS AND CITY PROPERTY WITHIN THE PREMISES) WHICH ARE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT AND THAT NO AGENT OR EMPLOYEE OF THE CITY, THE MANAGER, OR OTHER PERSON HAS ANY AUTHORITY TO MAKE OR DELIVER ANY REPRESENTATION, WARRANTY, ASSURANCE, GUARANTY, OR PROMISE WHICH IS NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

#### **Article IV Licensee Events**

4.1 Licensee Event Schedule. On or before April 1<sup>st</sup> of each year, Licensee shall provide the Manager a written schedule of all Licensee Events proposed to occur during the following annual term of this Agreement (the "Licensee Schedule"). The Licensee Schedule shall, at a minimum, include all dates, times and areas of the ATC needed for each event. Any exclusions or modifications to the Licensee

Schedule shall be determined at the discretion of the Manager. The Manager shall return the final approved Licensee Schedule to Licensee no later than April 30<sup>th</sup>. The Manager may, from time to time, approve modifications to the Licensee Schedule upon written request from Licensee. A copy of the approved Licensee Schedule for the current season is attached hereto as **Exhibit B**.

4.2 **Event Space Reservations.** Licensee must reserve all necessary spaces within the ATC in advance of each Licensee Event, including, without limitation, the Main Stage, Studio Theatre, and Lobby. Licensee will further need to reserve all spaces necessary for staging purposes such as auditions. All spaces designated 'Available to Theatre Rental Groups' on **Exhibit A** are available for reservation on a "first come" basis and shall require payment of all required fees and written confirmation from the Manager.

4.3 **Scheduling Other Events.** The parties acknowledge that it is to their mutual benefit to promote the ATC for events and performances consistent with the purposes set forth in this Agreement. The City and Licensee therefore agree to reasonably cooperate and assist the other in scheduling events in the ATC during times when the ATC is available. Notwithstanding, the City shall, in its sole and absolute discretion, have the right to schedule any other events at the ATC, provided that such events do not unreasonably interfere with an approved Licensee Event.

4.4 **Conducting Licensee Events.** Licensee shall ensure that all Licensee Events are conducted in conformance with the following requirements:

- (a) **Rental Fees.** All Licensee Events (whether produced or presented) will require submission of any necessary space rental fees in conformance with Article 6 of this Agreement and the Fee Schedule set forth in **Exhibit C**.
- (b) **Event Staffing.** Licensee shall provide adequate staff to administer and oversee each event from start to finish, including pre-production, rehearsal, load-in and load-out, as applicable.
- (c) **Box Office Operation.** The box office shall be open and manned continuously by Licensee on event days from one hour prior to each event through the intermission of the event.
- (d) **Seating.** Seating operations for all events shall be in compliance with all current ADA rules and regulations, including the City's ADA policy. Further, Licensee shall ensure seating is returned to the standard/basic layout (as directed by the Manager) following strike for each event.
- (e) **Concessions; Alcohol.** Licensee may access and use the concession areas within the ATC for food and beverage sales in connection with Licensee Events solely on the day of the event. Licensee shall not be entitled to use any concession area, equipment, or other service items belonging to the ATC at any other time without the prior written approval of the Manager. Alcoholic beverages may be served in strict conformance with the TABC rules and regulations.
- (f) **Food and Beverages.** Except as provided herein, no food or beverages shall be allowed within the Main Stage and Studio Theatre spaces. The following exceptions shall apply:
  - (i) bottled water with a secure lid may be used anytime;

- (ii) secure covered “sippy cup” designed cups may be used by patrons;
  - (iii) during special events such as the annual Gala fundraiser; and
  - (iv) in the upstairs and downstairs lobby areas for opening receptions and social gatherings.
- (g) *Lobby Events.* Licensee may use the lobby areas for special events with the prior written approval of the Manager, subject to availability.
- (h) *Third-Party Productions.* Productions that will be presented by Licensee but produced by a third-party require prior written approval by the Manager. For the purposes of this section, “Presented by Licensee” refers to third-party (outside) production that will occur at the ATC to which Licensee attaches its name. Prior to the Manager’s approval, Licensee shall provide the Manager a copy of the proposed contract for third-party productions, including a brief description of the production.
- (i) *Special Effects.* Licensee may not permit the use of pyrotechnics; suspension or aerial acts; haze, smoke or any other special effects within the ATC without prior written approval of the Manager. Licensee shall be solely responsible for ensuring all necessary licenses, certifications, insurance or other documentation City deems necessary for such effects have been obtained prior to the event. The City shall not be responsible for any costs, fees, or expenses in connection with the use of special effects for Licensee Events. Smoking or other use of any type of tobacco product is prohibited within the ATC. In the instances where smoking needs to be portrayed as part of a production, only smokeless prop, powder or water based “e-cigarettes” may be used.
- (j) *Temporary Rigging.* Licensee may not allow the use of any temporary rigging (other than existing City-owned rigging within the ATC) which requires ground support or attachment to a structural component of the ATC without the prior written consent of the Manager. Licensee shall provide a detailed rigging plan and/or technical rider describing how the rigging will be used. The City may require the use of a licensed rigging installer and proof of additional insurance policies applicable to the use of the rigging prior to approval, including providing certificates of insurance in compliance with Section 8.2 of this Agreement. Licensee shall be responsible for the complete removal and restoration of the areas where temporary rigging is used. Notwithstanding any provision of this subsection, the City’s consent to Licensee’s installation of any rigging shall not be deemed the City’s approval of the proposed plan or intended use for any specific purpose. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING OUT OF THE INSTALLATION OR USE OF ANY RIGGING (INCLUDING CITY-OWNED RIGGING) IN CONNECTION WITH ANY LICENSEE EVENT.
- (k) *Use of Roof.* No person may attach to, construct on, or penetrate the roof or any structural elements of the ATC without the prior written consent of the City.
- (l) *Complaints; Nuisances.* Licensee will cooperate with City to address and, as necessary, abate any complaint or nuisance arising from an event, including noise complaints associated with the event.
- (m) *Post-Event Cleaning.* Licensee shall be responsible for cleanup after each event and



shall leave all areas of the ATC in a safe, orderly and clean condition upon conclusion of the event. All trash inside the Main Stage or the Studio Theatre shall be placed in the lobby. Licensee shall be responsible for ensuring all persons using the ATC clean up the space each night. Including removing trash, mopping any spills and cleaning any stains on floors seating element and seats

4.5 City Special Events. Licensee acknowledges that the City schedules and produces various special events throughout the year (herein, "City Special Events"), which shall take priority over Licensee Events and all other events held at the ATC. City will promptly notify Licensee of the dates and times of each City Special Event once scheduled. Licensee shall ensure that the Common Area is available for the City's exclusive use during City Special Events. During City Special Events the Manager may, in the City's sole discretion, grant Licensee limited use of the ATC for certain production related work such as rehearsals, builds, and technical work. In such cases the Manager may issue a maximum of ten (10) parking passes to a designated parking area of the City's choosing in connection with the same.

#### **Article V City Responsibilities**

5.1 City Authority; Approvals. The City retains general control over the ATC and final authority concerning the management of the ATC. The Manager is authorized to issue and enforce all policies, rules and directives reasonably necessary to the management and operation of the ATC. Where the City's approval is required under this Agreement (for any reason), Licensee shall provide the Manager written notification describing the specific request and such supporting documentation as may deemed necessary by the Manager for the City to respond to the same. The City will typically provide Licensee written notice of its determination within sixty (60) days of the filing of Licensee's notice. Notwithstanding, the Manager, in their sole discretion, may waive the formal notice requirements where appropriate.

5.2 Janitorial Services. The City will provide routine janitorial service within the interior of the ATC on a regular basis, typically being four (4) times per week (generally Monday, Wednesday, Friday and Saturday). The areas to be cleaned will generally include ATC offices along the "office hallway", Boardroom, Lobby, Lobby Hallway to Studio Theatre wood doors, dressing rooms, restrooms, kitchen floor and counter, office in costume shop and greenroom. In addition, the Stone Cottage will be cleaned on Mondays and Fridays and the theatre seats will be steam cleaned once annually. Additional janitorial or cleaning services may be requested by Licensee and performed at Licensee's sole cost.

5.3 Additional Cleaning Services. At the Manager's sole Discretion, the City may provide additional janitorial or cleaning services at the end of each performance run, which may include:

- (a) sanitizing of the seating elements but no cleaning underneath the seats;
- (b) vacuuming and moping of the performance space; and
- (c) cleaning around any set/obstructions that may remain in the performance space.

5.4 Routine Maintenance & Repairs. Except as provided otherwise in this Agreement, the City will maintain the ATC in a commercially reasonable manner and will be generally responsible for routine maintenance and repairs to the ATC, including, routine maintenance of the buildings, exterior grounds and parking lot, HVAC equipment, and other permanent City-owned structures and improvements (but excluding Licensee Improvements). Notwithstanding the foregoing, Licensee shall be solely responsible for all maintenance or repair required as a result of an act or omission of Licensee, or its contractors, agents, representatives, invitees, and guests.

THE CITY SHALL NOT OBLIGATED TO PERFORM ANY MAINTENANCE OR REPAIRS REQUESTED BY LICENSEE UNLESS LICENSEE HAS NOTIFIED THE MANAGER AND SUBMITTED A COMPLETED A CITY REPAIR REQUEST FORM (the repair request form can be found at <https://addisontexas.net/actc/addison-theatre-centre-repairs-request-form>).

5.5 Utilities. The City will be responsible for providing water, air conditioning, heat, and electricity (the "Included Utilities") to the ATC, however, City shall not liable to Licensee for the quality, quantity, failure, availability, or disruption of the Utilities, including any claims or damages arising out of the same. If Licensee is required to cancel an event as a direct result of the City's failure to provide one or more of the foregoing Utilities in conformance herewith, Licensee may submit a written request for waiver of the Rental Fees incurred for the cancelled event. The Manager may approve or deny the waiver request in the Manager's sole discretion.

#### **Article VI License Fee**

6.1. License Fee. Licensee shall pay City license fee for the license granted herein in conformance with the Fee Schedule set forth in Exhibit C (the "License Fee"). The License Fee shall include: (i) the monthly fee for the use of the WTT Administrative Offices, including rental of all City furnishings, (ii) the monthly fee for telephone service, (iii) all space rental fees incurred by Licensee, and (iv) all other costs incurred by or charged to Licensee pursuant to this Agreement.

6.2. Payment Terms. The License Fee shall be due and payable on or before the 15<sup>th</sup> day of each month for the immediately preceding month (i.e., the first payment for each annual term will be November 15<sup>th</sup>). Unless the parties agree otherwise, Licensee may not pay any amounts due in cash and will pay all License Fees by check or other means acceptable to City. Licensee must pay the License Fee timely and without demand, deduction, or offset, except as permitted by law or this Agreement. Time is of the essence for the payment of rent (strict compliance with rental due dates is required). If Licensee fails to timely pay any amounts due under this Agreement or if any check of Licensee is not honored by the institution on which it was drawn, City may require Licensee to pay such amount and any subsequent amounts under this Agreement in certified funds. This paragraph does not limit City from seeking other remedies under this Agreement for Licensee's failure to make timely payments with good funds. Regardless of any notation on a check, City may apply funds received from Licensee first to any non-License Fee obligations of Licensee, including but not limited to, late charges, returned check charges, repairs, and then to the License Fee.

6.3. Adjustments to Fee Schedule. The City may, from time to time, modify the fees set forth in the Fee Schedule (Exhibit C) based upon market analysis or as the City deems necessary during the term of this Agreement; provided, that the City shall provide Licensee sixty (60) days written notice prior to the effective date of any such modification, except where the modification is made in connection with the extension the term or other amendment of this Agreement. In addition, the parties may, from time to time, amend the list of furnishing rented to Licensee under this Agreement. In such cases, the License Fee may be modified by mutual agreement of the parties.

#### **Article VII Default; Termination**

7.1 Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement (excluding Licensee's obligation to pay the License Fee) and said breach is not cured within thirty (30) days written notice of default by the other party.

In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable evidence in support of the same, the breaching party shall not be deemed in default until the sixtieth (60<sup>th</sup>) day following the non-breaching party's notice of default.

7.2 Termination. This Agreement shall terminate upon any one of the following:

- (a) upon expiration of this Agreement;
- (b) by written agreement of the parties;
- (c) upon ten (10) days written notice by the City, if Licensee fails to timely pay any portion of the License Fee in conformance with this Agreement;
- (d) upon written notice by either party in the event the other party breaches any of the terms or conditions of this Agreement and such breach is not timely cured in conformance with Section 8.1, above;
- (e) upon written notice by City in the event Licensee breaches any of terms or conditions of a Related Agreement and such breach is not timely cured in conformance the terms of such agreement (for purposes of this section, 'Related Agreement' means all current (unexpired) written agreements between Licensee and the City, including, without limitation, all rental agreements and public sponsorship, incentives and/or grants related to Licensee's operations);
- (f) upon written notice by the City, if Licensee (i) becomes insolvent or generally not able pay its debts as such debts become due; (ii) makes a general assignment of all, or a substantial portion of, its assets for the benefit of creditors; (iii) institutes or has instituted against it any proceeding for the liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or (iv) the entry of an order for the appointment of a receiver, trustee or other similar official for it or for any substantial part of its assets, and in each such case the proceeding is not terminated, stayed or set aside within a period of sixty (60) days after it is instituted; or
- (g) upon written notice by either party, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable.

7.3 Removal of Property Upon Termination. City reserves the right and Licensee does hereby agree that City may store, dispose of, or remove any property of Licensee left in the ATC after the termination of this Agreement at Licensee's risk and expense. Licensee shall be liable for all costs and expenses incurred by City in such disposition, including reasonable charges for storage.

7.4 Restoration of Licensed Area. Within thirty (30) days following the expiration or earlier termination of this Agreement, Licensee shall restore the Licensed Area to substantially the same the condition in which the Licensed Areas existed on the Effective Date of this Agreement, ordinary wear and tear and loss due to other casualty beyond Licensee's control excepted.

7.5 Holdover. If Licensee continues to possess or occupy any portion of the ATC following the expiration of the term, and this Agreement has not been extended or superseded, this Agreement (a) shall be deemed to be a holdover tenancy from month to month but shall not itself constitute a renewal or extension of the term, (b) shall continue from month to month under the terms and conditions set forth herein, and (c) may be terminated by either party upon at least thirty (30) days written notice to the other party. All the terms and covenants of this Agreement apply to all holdover periods.

7.6 Force Majeure. No party shall be liable to the other party for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement (excluding Licensee's obligation to pay the License Fee) due to causes beyond the party's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, a government restriction, quarantine, or mandatory closure order enacted in response to a pandemic or other public health crises, or any other circumstance for which a party is not legally responsible or which is not reasonably within its power to control (each an event of "Force Majeure"). The party asserting Force Majeure shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention and has the burden of demonstrating (i) how and why their performance was so prevented, (ii) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (iii) that the party used reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

### **Article VIII Insurance**

8.1 Insurance Coverage. Licensee shall, during the Term of this Agreement, obtain and maintain insurance coverage required by City, and as set forth below:

- (a) commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (b) workers' compensation insurance at statutory limits;
- (c) Comprehensive Automobile and Truck Liability Insurance covering owned, hired and non-owned vehicles, with minimum limits of \$1,000,000, each occurrence, for bodily injury, death, and property damage, such insurance to include coverage for loading and unloading hazards; and
- (d) Other such policies and limits as the City may reasonably required during the term of this Agreement.

8.2 Insurance Requirements. All insurance and certificate(s) of insurance required under this article shall be endorsed to contain the following provisions: (i) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (ii) provide for at least thirty (30) days prior written notice to the City for cancellation or non-renewal of the insurance; (iii) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance; (iv) coverage shall be on a primary basis and non-contributory with any other insurance coverage and/or self-insurance carried by the other party. Licensee shall provide written notice to the City of any material change of, or to, the insurance required herein. All insurance companies providing insurance coverage required by this section shall be authorized to transact business in Texas and rated an "A" by AM Best or other equivalent rating service. Licensee shall submit to the other certificate(s) of insurance evidencing insurance coverage required by this article together with copies of all endorsements, additional insured endorsements, and waiver of subrogation endorsements. City reserves the right, throughout the term of this Agreement, to maintain at City's sole expenses, one or more insurance policies related to the ATC, including general liability insurance for bodily injury, death or property damage, insuring City against all claims, demands, or actions relating to the ATC.

**Article IX**  
**Assumption of Liability; Indemnity**

9.1 Assumption of Liability. LICENSEE AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM (I) THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER, OR (II) THE OCCUPATION AND USE OF THE ATC PURSUANT TO THIS AGREEMENT, BY LICENSEE OR BY ANY OF ITS OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, MEMBERS, AGENTS, SERVANTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, PATRONS, GUESTS, VOLUNTEERS, CUSTOMERS, AND CONCESSIONAIRES (IN THE CAPACITY AS OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, MEMBER, AGENT, SERVANT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, VOLUNTEER, CUSTOMER, OR CONCESSIONAIRE OF OR FOR LICENSEE), OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

9.2 Indemnity. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF LICENSEE PURSUANT TO THIS AGREEMENT. LICENSEE HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. LICENSEE AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF LICENSEE, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE NEGLIGENCE OR WILFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE LICENSEE SHALL INDEMNIFY THE CITY INDEMNITEE TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

9.3 Intellectual Property Indemnity. LICENSEE WARRANTS AND GUARANTEES THAT IN CONNECTION WITH LICENSEE'S EVENTS HELD AT THE ATC, NEITHER THE LICENSEE NOR LICENSEE PERSON WILL INFRINGE ON THE INTELLECTUAL PROPERTY RIGHTS (INCLUDING, BUT NOT LIMITED TO, COPYRIGHT, PATENT, MASK, AND TRADEMARK) OF THIRD PARTIES. LICENSEE COVENANTS, FOR ITSELF AND ALL LICENSEE PERSONS, TO DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY INDEMNITEES (DEFINED ABOVE), FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, INJURIES, FINES, PENALTIES, COSTS (INCLUDING COURT COSTS AND ATTORNEYS' FEES), CHARGES, LIABILITY OR EXPOSURE FOR INFRINGEMENT OF OR ON ACCOUNT OF ANY TRADEMARK,

COPYRIGHT, PATENTED OR UNPATENTED INVENTION, PROCESS, ARTICLE, LITERARY OR ARTISTIC WORK ARISING FROM LICENSEE'S USE OR OCCUPANCY OF THE ATC IN CONNECTION WITH THE AGREEMENT, INCLUDING ALL LICENSEE EVENTS, PROGRAMS, AND/OR PERFORMANCES.

9.4 Notices of Claim. Licensee shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Licensee's acts or omissions under this Agreement and shall see to the investigation and defense of such claims or demand at Licensee's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such defense without relieving Licensee of any of its obligations hereunder. Licensee's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by Licensee under this Agreement.

9.5 No Waiver of Immunity. It is expressly understood and agreed that, in the execution of this Agreement, the City does not waive, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS.

**Article X  
Claim Resolution Procedures**

Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Licensee agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by Licensee to the City within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to Licensee not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of Licensee, Licensee shall give notice to that effect to the City whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

**Article XI  
Miscellaneous Provisions**

11.1 Notice. All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the signature page(s) (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) e-mail of a PDF document containing the notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is

prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient. For purposes of notification, the addresses of the parties shall be as follows:

11.2 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both parties.

11.3 Venue and Governing Law. This Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas. Venue for any suit between the parties arising from or related to this Agreement shall be in Dallas County, Texas.

11.4 Severability. The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause or phrase of this Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party fifteen (15) days written notice of its intent to terminate.

11.5 Amendments. This Agreement may only be amended by a written instrument signed by authorized representatives of both parties.

11.6 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

11.7 Assignment. This Agreement may not be assigned by any party hereto without the prior written consent of the other party.

11.8 Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed, that each party has had an opportunity to confer with counsel, on the matters contained herein.

11.9 Drafting Provisions. This Agreement shall be deemed to have been drafted equally by all parties. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this Agreement.

11.10 No Third-party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

11.11 No Grant of Real Property Interest. The parties hereto understand and agree that this Agreement does grant or convey, and is not intended to grant or convey, an interest in real property. This Agreement shall not be filed by either party in the real property records of Dallas County and nothing in this Agreement shall be construed as a covenant running with the real property upon which the ATC is located.

11.12 Non-Discrimination. During the term of this agreement, Licensee shall not discriminate against any employee or applicant for employment because of race, age, color, sex, religion, ancestry, national origin, place of birth, or handicap.

11.13 No Boycott Israel. Pursuant to Texas Government Code Chapter 2270, Licensee's execution of this Agreement shall serve as verification that Licensee does not presently boycott Israel and will not boycott Israel during the term of this Agreement

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY –  
SIGNATURES ON FOLLOWING PAGE(S)]

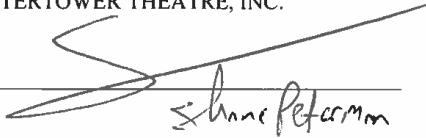


IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

TOWN OF ADDISON, TEXAS

WATERTOWER THEATRE, INC.

By: \_\_\_\_\_  
Hamid Khaleghipour  
Interim City Manager

By: \_\_\_\_\_  
 Shane Peterman

Date: \_\_\_\_\_

Date: 10-17-22

Notice Address:

Notice Address:

Town of Addison  
Attn: City Manager  
P.O. Box 9010  
Addison, Texas 75001  
E: hkhalighipour@addisontx.gov

WaterTower Theatre, Inc.  
Attn: Shane Peterman  
15650 Addison Road  
Addison, TX 75001  
E: speterman@watertowertheatre.org

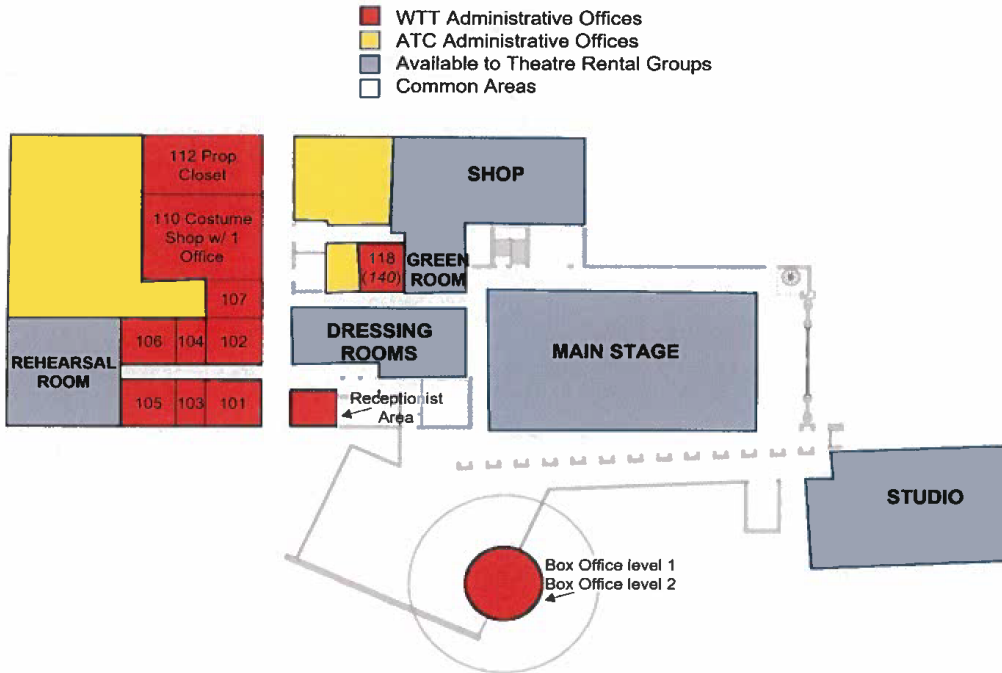
List of Exhibits  
(attached)

- |           |                           |
|-----------|---------------------------|
| Exhibit A | Description of the ATC    |
| Exhibit B | Master Schedule of Events |
| Exhibit C | Fee Schedule              |
| Exhibit D | Licensee Summary          |

Exhibit A

DESCRIPTION OF THE ATC

**Theatre Map of Space Rented Monthly**



**NOTES**

1. Licensee will be entitled to use such areas of the WTT Administrative Offices (depicted in red above) as may be authorized by City in writing in its sole discretion during the term of this Agreement. The City reserves the right to modify Licensee's access to the foregoing space from time to time, provided, the City will endeavor to provide access to such administrative space as is reasonably necessary for Licensee to conduct its operations in the manner contemplated in this Agreement.
2. Licensee must reserve all necessary spaces within the ATC in advance of each Licensee Event, including, without limitation, the Main Stage, Studio Theatre, and Lobby. Licensee will further need to reserve all spaces necessary for staging purposes such as auditions.
3. All spaces designated 'Available to Theatre Rental Groups' above are available for reservation on a "first come" basis and shall require payment of all required fees and written confirmation from the Manager.
4. The City shall have the right to schedule any other events at the ATC that do not unreasonably interfere with an approved Licensee Event.

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Addison Theatre Centre License Agreement – Exhibit A

**Exhibit B**

**LICENSEE SCHEDULE <sup>(1)</sup>**

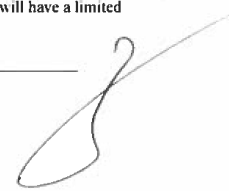
2022-2023 Season

<b><u>ATC SPACE</u></b>	<b><u>EVENT TITLE</u></b>	<b><u>PERFORMANCE DATES</u></b>
Main Stage	<b>Workshop: Oregon</b>	<b>10/10/22 - 10/14/22</b>
Main Stage	<b>Show 1: Jesus Christ Superstar <sup>(2)</sup></b> 12 Performances	<b>11/30/22 - 12/11/22</b>
	<i>Load In</i>	10/17/22 - 10/31/22
	<i>Rehearsal</i>	11/01/22 - 11/29/22
	<i>Strike</i>	12/12/22 - 12/14/22
Main Stage	<b>Show 2: The Play That Goes Wrong</b> 12 Performances	<b>2/1/23 - 2/12/23</b>
	<i>Load In</i>	1/2/23 - 1/8/23
	<i>Rehearsal</i>	1/9/23 - 1/31/23
	<i>Strike</i>	2/13/23 - 2/15/23
Main Stage	<b>The Gala</b>	<b>3/4/23</b>
	<i>Load In</i>	2/28/23 - 3/3/23
	<i>Strike</i>	3/5/23 - 3/7/23
Main Stage	<b>Show 3: The Manic Monologues</b> 12 Performances	<b>4/19/23 - 4/30/23</b>
	<i>Load In</i>	3/20/23 - 3/27/23
	<i>Rehearsal</i>	3/28/23 - 4/18/23
	<i>Strike</i>	5/1/23 - 5/3/23
Main Stage	<b>Show 4: Goin' Hollywood <sup>(3)</sup></b> 12 Performances	<b>7/19/23 - 7/30/23</b>
	<i>Load In</i>	6/12/23 - 6/19/23
	<i>Rehearsal</i>	6/20/23 - 7/18/23
	<i>Strike</i>	7/31/23 - 8/2/23

**NOTES**

1. *City Special Events*: the City hosts various special events throughout the year that take priority over all other events held at the ATC. City will promptly notify Licensee of the dates and times of each special event. Licensee shall ensure that all common areas are available for the City's exclusive use during the City's special events.
2. *Addison Holiday in the Park* takes place 12/4/22 in Addison Circle Park. While the Addison Theatre Centre is not utilized for this event, expect large amounts of vehicles in the parking lot and surrounding streets on this day.
3. *Addison Kaboom Town'* takes place 7/3/23, with set-up/break down of spaces inside of the Addison Theatre Centre running 7/2/23-7/4/23. The Studio Theatre, 1st and 2nd floor lobbies, Green Room and all Dressing Rooms will be in use by the City during these dates, and WTT will have a limited number of parking passes to access the facility parking lot at that time.

Addison Theatre Centre License Agreement – Exhibit B



**Exhibit C**

**ATC MASTER FEE SCHEDULE**

October 1, 2022 – September 30, 2023

**LICENSE FEES**

<b>DESCRIPTION</b>	<b>MONTHLY FEE</b>
License Fee	\$1,200.00
Telephone Service Fee	\$400.00
Furniture Rental ( <i>see below</i> )	Included
Total Monthly License Fees	<u>\$1,600.00</u>

**ATC SPACE RENTAL FEES**

<b>DESCRIPTION</b>	<b>USE</b>	<b>DAILY FEE</b>
Main Stage	Performance	\$300.00
	Production	\$200.00
	Dark Days	\$100.00
Studio Theatre	Performance	\$150.00
	Production	\$100.00
	Dark Days	\$50.00
Stone Cottage	Any	\$100.00

**FURNITURE RENTAL FEES**

<b>DESCRIPTION</b>	<b>LOCATION</b>	<b>MONTHLY FEE</b>
Yellow Table (66")	Room 102	Included
Above-Desk Hutch	Room 111	Included
Black Desk + Hutch	Reception	Included

**MISCELLANEOUS**

Alarm Code Change (2 free)	\$15.00 <i>per incident</i>
Key Replacement	\$50.00 <i>per key</i>
Food Donation Fee	\$1/pp (\$300 max)

**NOTES**

1. The License Fees are effective for the current season and subject to increase each subsequent season
2. The Rental Fees are subject to change upon prior notice by City in conformance with Article VI of the License Agreement
3. **Definitions**  
*Performance Day* includes anytime an audience is in attendance or filming occurs, including preview and invited dress  
*Production Day* means any day that includes build, tech, rehearsal, strike, reconfigure space, education, or any other use  
*Dark Day* means any day the space is occupied by Licensee scenery/equipment, or cannot be rented due to Licensee's use

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Addison Theatre Centre License Agreement – Exhibit C



**Exhibit D**

**LICENSE SUMMARY**  
2022 – 2023

**REPRESENTATIVES**

For Licensee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For City:

Addison Theatre Centre  
Supervisor  
Attn: Jack Piland  
P: 972-450-6222  
E: jpiland@addisontx.gov

**KEY PROVISIONS SUMMARY**

Effective Date:	October 1, 2022
Expiration Date:	September 30, 2023
Renewal Term:	The term may be extended for up to four (4) additional one (1) year terms at the City's sole discretion; provided, that Licensee delivers to City its written request to extend on or before June 1 <sup>st</sup> of the then current term. [Article 1]
License Fee	\$1,600 per month [Section 6.1 + Exhibit C]
Payment Terms:	The License Fee shall be due and payable on or before the 15 <sup>th</sup> day of each month for the immediately preceding month [Section 6.2]
Permitted Use:	Licensee's administrative operations; conducting Licensee Events; sponsoring or hosting educational programs and workshops; hosting fundraising events; any other use with the prior written approval of the Manager [per Article III]
Key Licensee Obligations:	<ul style="list-style-type: none"><li>• Licensee shall provide the Manager a written schedule of all Licensee Events on or before April 1<sup>st</sup> of each year [Section 4.1]</li><li>• Licensee shall provide the Manager an inventory of all of personal property of Licensee located in the ATC on or before July 1<sup>st</sup> of each year [Section 3.6]</li><li>• Licensee shall be responsible for timely removing all Licensee Improvements [Section 3.9]</li><li>• Licensee shall be responsible for all damage [Section 3.12]</li><li>• Licensee shall have its financial statements audited on an annual basis and submit to the City Manager [Section 3.13]</li><li>• Licensee will prominently acknowledge the City for its support of Licensee in all appropriate printed materials [Section 3.2]</li><li>• Licensee shall restore the ATC to a neat, clean, sanitary, and safe condition upon strike or may be assessed a daily rental fee [Section 3.11]</li><li>• Licensee shall immediately notify City of any and all damages [Section 3.12]</li><li>• Licensee must obtain City consent for rigging [Section 4.4]</li></ul>
Key City Obligations:	<ul style="list-style-type: none"><li>• City will provide routine janitorial service within the interior of the ATC on a regular basis, typically x4 per week [Section 5.2]</li><li>• City will provide water, electric and HVAC [Section 5.4]</li></ul>
Improvements:	Allowed solely in conformance with [Section 3.9]
Signage:	City approval required for signage [Section 3.5]
Reserved Parking:	None [Section 3.7]
City Approvals:	Where the City's approval is required for any reason, Licensee shall provide written request to the Manager [Section 5.1]
Maintenance Requests:	Must be submitted to City via online request form at <a href="https://addisontexas.net/actc/addison-theatre-centre-repairs-request-form">https://addisontexas.net/actc/addison-theatre-centre-repairs-request-form</a>

Addison Theatre Centre License Agreement – Exhibit D

