



**TRANSYLVANIA
UNIVERSITY**

License Agreement

**Mitchell Fine Arts Center
&
Mindy Stone / Lexington Parks and Recreation
*Kiddie Kapers and Co. Dance Program***

For usage date:
Saturday, December 17, 2022

Project Title:
Kiddie Kapers Holiday Dance

14-Nov-2022

Production Coordinator & Technical Director:
Graham T. Posner ~ (859) 233-8266 ~ gposner@transy.edu

Payment 1: _____

Signed Contract: _____

Payment 2: _____

Insurance Certificate: _____

Notes: _____

Mitchell Fine Arts Center at Transylvania University

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into as of this the 9th day of **November, 2022**, by and between **TRANSYLVANIA UNIVERSITY**, a Kentucky non-profit, non-stock corporation, whose mailing address is 300 North Broadway, Lexington, Kentucky 40508 (the "Licensor"), and **Lexington Parks and Recreation c/o Mindy Stone & Kiddie Kapers and Company Dance Program, a Dance Program**, whose mailing address is **522 Patterson St. Lexington, KY 40508** (the "Licensee").

WITNESSETH:

WHEREAS, Licensor owns the "Premises" (as hereinafter defined);

WHEREAS, Licensee desires to use the Premises for a **Dance Recitals / Performances**;

WHEREAS, Licensor has agreed to allow Licensee to use the Premises on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1 USE OF PREMISES

Licensee shall have the right and license to use only the following portions of Licensor's campus (the "Campus"): **Haggin Auditorium, Old Rafskellar, Green Room, Dressing Rooms** (the "Premises"), for the purpose of a **Dance Recitals / Performances and performer lunch on December 17, 2022** (the "Event") (See Exhibit D for multiple event dates) and for no other purpose, without the prior written consent of Licensor. The not-to-exceed attendance at the Event will be **750**. No other portion of the Campus shall be used by Licensee or Licensee's employees, invitees, agents or guests. Except as otherwise provided in this Agreement, this Agreement shall terminate upon the earlier of (a) **December 17, 2022 at 6:00pm**, or (b) immediately if such use become unlawful or upon an event of default by Licensee under this Agreement. The fee for the use of the Premises for the Event shall be **\$1,350**, (See Exhibit D for detail of charges) which shall be payable on or before **December 14, 2022**, (See Exhibit D for additional deposit details) without further notice from Licensor. Licensee's use of the Premises shall be subject to the Rules and Regulations set forth on Exhibit "A", the Facility Specific Terms and Conditions set forth on Exhibit "B", and the Alcohol Policy attached hereto and Exhibit "C", all of which are attached hereto and incorporated herein by reference and to the following terms and conditions:

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A. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PREMISES WHICH ARE ACCEPTED BY LICENSEE IN AN "AS IS- WHERE IS" CONDITION WITH ALL FAULTS. By acceptance of the Premises, Licensee affirms that it has not relied on Licensor's skill or judgment to select or furnish the Premises for any particular purpose and that LICENSOR MAKES NO WARRANTY OF HABITABILITY, MERCHANTABILITY, OR THAT THE PREMISES OR THE CAMPUS ARE FIT FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, THAT EXTEND BEYOND THE EXPRESS TERMS OF THIS AGREEMENT.

B. Licensee shall use the Premises in a careful and proper manner complying with all laws, rules and regulations, ordinances and/or all other governmental orders and directives and shall not maintain or cause to be maintained any nuisance on the Premises. Licensee shall, at its sole cost and expense, obtain any permits or licenses required by any governmental agency relating to its use of the Premises and/or the Event. Licensee shall not use the Premises for any use which is contrary to Licensor's standards of conduct or for any offensive purpose as determined by Licensor in its sole discretion, including, but not limited to, displays of nudity or any other offensive matter or materials. Licensee shall not interfere with any of Licensor's programs or freedom of movement on the Campus. Licensee shall communicate with Licensor's representative in an appropriate, professional manner. Licensee and its invitees and guests shall observe all of Licensor's traffic and parking rules and regulations.

C. Licensee, at Licensee's sole cost and expense, shall keep and maintain the Premises in as good order, condition and state of repair as existed on the date of this Agreement. Licensee shall notify Licensor and/or Licensor shall notify Licensee of any damage or injury done to the Premises. Any damage or injury done to the Premises by Licensee shall be repaired by Licensor, at Licensee's sole cost and expense, and Licensor shall immediately notify Licensee of any such damage. Licensee shall not make any alterations, additions or improvements to the Premises without first obtaining the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion. No holes shall be drilled in the walls, woodwork, or floors of the Premises. If this Agreement is terminated for any reason, all alterations, additions and/or improvements made by Licensee shall become the property of Licensor and shall be surrendered to Licensor. Licensee shall keep the Premises free and clear from any and all liens, encumbrances, claims or demands, including, but not limited to, for work performed, material furnished or operations conducted at the request of Licensee.

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D. Licensee shall permit Licensor or its representatives to enter the Premises at any time, to inspect the Premises for any purpose, including, but not limited to, determining whether Licensee is complying with the terms of this Agreement and/or for any other purpose reasonably related to Licensor's ownership of the Premises.

E. LICENSEE SHALL INDEMNIFY AND HOLD LICENSOR AND OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ALL CLAIMS, ACTIONS, PROCEEDINGS, COSTS, DAMAGES, EXPENSES AND LIABILITIES, INCLUDING ATTORNEY FEES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY INJURY OR DEATH TO ANY PERSON ON OR ABOUT THE PREMISES OR THE CAMPUS, ANY DAMAGE TO PROPERTY ON OR ABOUT THE PREMISES OR THE CAMPUS AND/OR LICENSEE'S USE OF THE PREMISES AND/OR THE EVENT. SUCH INDEMNITY SHALL INCLUDE, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNITY FOR THE NEGLIGENCE OF LICENSOR AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND AGAINST LOSS OR DAMAGE FROM ANY ACT OR OMISSION OF LICENSOR AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS ARISING OUT OF THE USE OF THE PREMISES OR THE EVENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

F. LICENSOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR (A) INJURY TO OR DEATH OF ANY PERSON ON THE PREMISES, INCLUDING, BUT NOT LIMITED TO, LICENSEE AND LICENSEE'S EMPLOYEES, INVITEES, AGENTS AND GUESTS, OR (B) PERSONAL PROPERTY OF LICENSEE OR LICENSEE'S EMPLOYEES, INVITEES, AGENTS AND GUESTS OR IN THE CARE OF LICENSEE ON THE PREMISES. LICENSEE SHALL BEAR ALL RISK OF LOSS WITH RESPECT TO THE FOREGOING AND HEREBY RELEASES LICENSOR FROM ANY AND ALL LIABILITY ASSOCIATED THEREWITH. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

G. Licensee agrees to take out and maintain with an insurance company, in such form, with such endorsements and with a deductible reasonably satisfactory to Licensor, at Licensee's sole cost and expense, a policy or policies of comprehensive, general public liability insurance, insuring Licensee and Licensor, and expressly naming Licensor and its officers, directors, employees and agents as an additional insureds, against property damage or personal injury growing out of the use of or occurring in, upon or about the Premises, with liability limits of not less than \$1,000,000.00 per incident and \$2,000,000.00 in the aggregate and workers

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compensation coverage in the minimum statutory amount. The policy of insurance required by the terms of this Section shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Licensee or Licensor which might otherwise result in forfeiture of said insurance. The policy shall contain a provision that such policy will not be canceled or materially amended, which term shall include any reduction in the scope or limits of coverage, without at least thirty (30) days prior written notice to Licensor. Licensee shall provide Licensor with a certificate evidencing such insurance simultaneously with the execution of the Agreement and the certificate should specifically name Licensor as a named insured for the period covered by this License Agreement.

H. Licensee shall not assign or encumber this Agreement or any interest therein, nor let or sublicense the Premises or any part thereof or any right or privilege appurtenant thereto or permit the use of any part thereof by any other person, without the prior written consent of Licensor.

I. Licensee and Licensee's employees, invitees, agents and guests shall comply with the Rules and Regulations attached hereto and incorporated herein by reference.

J. Licensee acknowledges and agrees that this Agreement creates a license only and Licensee shall not be deemed a tenant.

K. Licensee agrees that it shall vacate and deliver the Premises to Licensor as provided herein and shall not hold over or further possess the Premises for any reason whatsoever. Should Licensee fail to vacate and Licensor has to take legal action, Licensee shall be responsible for all costs and expenses relating to same, including, but not limited to, reasonable attorneys' fees. Licensee's agreement to vacate the Premises hereunder is not in any way contingent upon any other occurrence. If Licensee does not remove any of Licensee's or Licensee's employees, invitees, agents and/or guests property from the Premises upon the termination of this Agreement, at Licensor's option, Licensee and Licensee's employees, invitees, agents and guests shall be conclusively presumed to have abandoned such property. Licensor may immediately remove and dispose of any such property, in Licensor's sole discretion, and Licensee shall promptly pay Licensor all costs of such removal, storage and/or disposal. Licensee shall further indemnify and hold Licensor harmless from any liability relating to such removal and/or disposal, including reasonable attorneys' fees. The provisions of this section shall survive the termination of this Agreement.

L. Any promotional material or advertising for the Event shall be approved by Licensor, in Licensor's sole discretion. Licensee shall not use Licensor's name or the name of the Campus

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or the Premises, except to denote the location and address of the event and for no other purpose. Licensee shall not state or imply that Licensor sponsors or endorses the Event. Any promotional material or advertising for the Event shall expressly provide the following disclaimer: "this is not a Transylvania University program". Any recording (filming or photography) on the Campus shall be approved by Licensor in advance.

M. Notwithstanding anything set forth herein in this Agreement, if Licensor is delayed in or prevented from observing or performing any of its obligations under this Agreement as the result of: (i) an act or omission of Licensee; or (ii) any other cause that is not within the control of Licensor (including, without limitation, inclement weather, acts of God, disease or illness, laws, rules and regulations, ordinances and/or all other governmental orders and directives, public emergency, strikes or labor disputes, casualty or condemnation, the unavailability of materials, equipment, services or labor, and utility or energy shortages or acts or omissions of public utility providers); then: (i) such observation or performance shall be excused for the period of the delay; or (ii) Licensor may terminate this Agreement.

N. Nothing in this Agreement shall create and this Agreement shall not be considered as creating a joint venture, partnership or other relationship whereby any party shall be held liable for the omissions or commissions of any other party.

O. *(This subsection removed for this contract only.)*

P. Licensor has no responsibility for Licensee's or Licensee's employees, invitees, agents and/or guests property brought into the licensed space. It is the responsibility of the Licensee or Licensee's employees, invitees, agents and/or guests to maintain insurance coverage for such items.

Q. Licensee may not use Transylvania's name, logos and/or trademarks generally or on promotional merchandise without the approval of the Transylvania's Vice President for Marketing and Communications.

SECTION 2 NOTICES

All notices required or provided for in this Agreement shall be made in writing and delivered either (i) personally, (ii) via certified mail with return receipt requested or (iii) by Federal Express or other nationally recognized, overnight courier service. All notices given as provided for herein, other than by way of certified mail, shall be deemed effective upon personal delivery or delivery to the overnight courier service, as applicable. Notice given by way of certified mail shall be deemed effective three (3) days after the posting thereof, postage prepaid. Either party may change its address or facsimile number by providing the other of notice of such change by a method set forth above.

SECTION 3 DEFAULT AND REMEDIES

Upon the occurrence of any default under this Agreement by Licensee, then and in such event, in addition to any and all rights and remedies allowed by law and/or equity, Licensor may, at its option, without further notice to Licensee, declare this Agreement terminated and immediately reenter and take possession of the Premises. In the event of any litigation between the parties hereto relating to this Agreement, Licensor shall be entitled to recover from Licensee all reasonable attorney's fees and costs expended or incurred in such litigation.

SECTION 4 MISCELLANEOUS

- A.** This Agreement may be changed, modified or amended only in writing, which shall set forth the provisions of such change, modification or amendment and which shall be executed by all of the parties hereto.
- B.** This Agreement shall inure to the benefit of, and shall be valid and binding upon, each of the parties hereto, the affiliates of Licensor and their respective successors, heirs and assigns. The obligations of Licensee under this Agreement shall be joint and several.
- C.** This Agreement contains the entire agreement of the parties pertaining to its subject matter and supersedes all prior written and oral agreements pertaining thereto.
- D.** The waiver by any party hereto of a breach of any covenant, representation or warranty herein contained shall not be deemed a continuing waiver of such breach nor a waiver of any breach of any other covenant, representation or warranty herein contained; but to the contrary, demand may be made at any time for the cure of such breach.
- E.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

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

LICENSOR:

TRANSYLVANIA UNIVERSITY,

a Kentucky non-profit, non-stock corporation

NAME: Graham T. Posner

TITLE: Production Coordinator & Technical Director of Mitchell Fine Arts Center

DATE: *November 14, 2022*

LICENSEE: *Mindy Stone, of Kiddie Kapers Dance & Co. Program,*

Lexington Parks & Recreation,

a Dance Program

NAME Linda Gorton

TITLE: Mayor

DATE: 12/15/2022

Signature of Licensee: *Linda Gorton* Date: _____

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EXHIBIT "A"

Rules and Regulations

1. Licensee and Licensee's employees, invitees and guests will conduct themselves in a proper manner, the noise level will be kept to a level so as not to interfere with or annoy other Licensees of the building in which the Premises are located, and Licensee will not otherwise create a nuisance. Licensee will abide by the noise ordinance then in place of the Lexington Fayette Urban County Government (LFUCG).
2. Licensee will abide by the directives regarding security, keys, parking and other such matters as determined by Licensor.
3. Licensee will not affix anything to the windows, walls or any other part of the Premises, the furniture or the Campus or make alterations or additions to the Premises, the furniture or the Campus without Licensor's prior written consent, as determined in Licensor's sole discretion.
4. Licensee and Licensee's employees, invitees and guests will not prop open any corridor doors, exit doors or doors connecting corridors.
5. No corridors, halls, elevators, sidewalks and/or stairways shall be obstructed by Licensee or Licensee's employees, invitees or guests or used for any purpose other than egress and ingress.
6. No advertisement or identifying signs, other than provided by Licensor, shall be inscribed, painted or affixed on any part of the corridors, doors or public areas, except as expressly set forth in the Agreement.
7. Licensee shall not, without Licensor's prior written consent, store or operate in the Premises or the Campus any computer (excepting one personal computer) or any other large business machine, reproduction equipment, heating equipment, stove, stereo equipment, or other mechanical amplification equipment, vending or coin operated machine, refrigerator or coffee equipment, do any cooking therein, or use or allow to be used in the Premises oil burning fluids, gasoline, kerosene for heating, warming or lighting. No article deemed hazardous on account of fire or any explosives shall be brought into the Premises. No offensive gases, odors or liquids will be permitted. The carrying of deadly weapons is prohibited.
8. If Licensee requires any special installation or wiring for electrical use, telephone or internet equipment or otherwise, such wiring must be approved by Licensor, in Licensor's sole discretion, evidenced in writing, and, if approved, shall be done at Licensee's expense by the personnel Licensor designates.
9. Licensee will not bring or allow to be brought any animals into the Premises, except for service and/or emotional support animals.
10. Licensee and Licensee's employees, invitees and guests shall not remove furniture, fixtures or decorative material from the Premises or the Campus.
11. Licensee and Licensee's employees, invitees and guests will not use the Premises for manufacturing or for storage of merchandise, except as such storage may be incidental to use permitted by the Agreement.
12. Licensee will not occupy or permit any portion of the Premises to be occupied or used for the sale, gift or use of liquor, drugs, tobacco or firearms in any form.
13. Licensee will not use the Premises for any immoral or illegal purposes, including, but not limited to, illegal gambling.
14. No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Premises by Licensee, nor shall any changes be made on existing locks or their mechanisms.
15. Licensee shall, before leaving the Premises unattended, close and securely lock all doors and shut off all lights and other electrical apparatus or make sure Licensor has performed these tasks. Any damage resulting from failure to do so shall be paid by Licensee.
16. The Campus is a tobacco free facility and smoking or use of smokeless tobacco of any kind shall be prohibited in the Premises and all public areas. No smoking of any kind shall be permitted at any time inside any Premises or at any entrance to the Premises. Licensee and Licensee's employees, invitees and any guests shall not throw cigar or cigarette butts or other substances of litter of any kind in or about the Campus, except in receptacles placed in it for that purpose.

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17. Offensive and inappropriate behavior by Licensee or Licensee's employees, invitees and/or any guests, including, but not limited to, flagrant use of profanity, harassment or threatening others is prohibited.
18. Licensee agrees to abide by the Licensors non-discrimination policy located at www.transy.edu.
19. The toilet rooms, toilets, urinals, washbowls, showers and other apparatus available to Licensee shall not be used for any purpose other than that for which they were constructed. No foreign substance of any kind (including sanitary napkins, etc.) shall be thrown into them, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be paid by Licensee.
20. All trash, refuse, laundry and towels shall be placed in receptacles designated by Licensor.
21. Licensor reserves the right, by written notice to Licensee, to rescind, alter or waive any rule or regulation at any time prescribed for the Premises or the Campus when, in Licensor's reasonable judgment, it is necessary, desirable or proper for the best interest of the Premises or the Campus.

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EXHIBIT “B”

Facility Specific Terms and Conditions

The Mitchell Fine Arts Center retains the right to modify these guidelines as needed. All facility users agree to comply with the following.

1. Licensee is financially responsible for any damage to the facility, equipment or other assets of Transylvania University or Mitchell Fine Arts Center, up to and including the cost of full refurbishment or replacement with new asset.
2. All load ins must be through the MFA loading dock (truck bed level) or the wooden ramp door. The dock can accommodate larger items through the standard height double doors to the hallway and into the stage. At the top of the ramp is a single door wide enough for a wheelchair. Please make sure all set pieces can fit through a standard double door.
3. All sets and props must be carried, on casters, or loaded in on a dolly. At no time may items be dragged in a hallway or onstage.
4. No doors are to be propped open, including no taping panic bars or latches or inserting cardboard shims in the frame. This includes dressing rooms.
5. No exit may be blocked at any time, no exit signs may be covered.
6. No fire extinguisher or alarm pull can be blocked at any time.
7. No food or beverage (with the exception of capped bottled water) allowed backstage or in the auditorium.
8. No glass or other item that can shatter is allowed on stage without written approval from Mitchell Fine Arts Center.
9. No construction is allowed on any stage. There is no area inside the facility for any construction. Shop rental and usage is not included in the use of the venue.
10. You may not lag, bolt, or screw into the stage floor. Nails, staples, screws, bolts may not be used on floors or walls. Special exception to this policy may be evaluated with the Production Coordinator in advance only
11. Props and scenery including drops must be flame retardant, and possess proper certificates.
12. No painting is allowed on any stage with the exception of touch ups and must be approved by the Technical Director.
13. Gaff tape or vinyl spike tape may be used on the stage floor. You must remove any tape at strike. Damage caused by tape or by tape residue is the financial responsibility of the lessor. Mitchell Fine Arts strongly recommends that professional grade gaff and spike tape be used (Pro-Gaff, Permicell, etc).
14. Products that might damage the stage floor and/or curtains or require extensive clean up are not allowed. This includes, but is not limited to paint, glitter, confetti, etc.
15. No flammable materials such as tissue paper, bunting, crepe paper will be permitted.
16. Open flames, sparklers, torches, candles, pyrotechnics, flash pots, etc. are forbidden.

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17. Weapons and firearms are prohibited without advanced written permission from the Production Coordinator, and Chief of Transylvania Department of Safety. Transylvania is private property and all firearms are prohibited, including for a person possessing a carry / concealed carry permit. The only exception to this policy is for clearly identifiable, uniformed, law enforcement persons, who are on duty and in their patrol area / jurisdiction.
18. Foggers, hazers and other atmospheric effects require pre-approval.
19. No smoking or vaping anywhere on the university premises.
20. No confetti, confetti cannons, helium balloons, hay, sand, or materials that leaves behind particles, or pieces.
21. No glitter of any kind. This includes, but is not limited to costumes with glitter, makeup with glitter or shimmer, shimmery lotions, hair products, or any other element that could potentially leave behind any small particles.
22. Nothing may be thrown from the stage into the audience
23. Signs must be posted with painter's tape or 'gum tack' and only with Production Coordinator / Technical Director's approval. This includes lobby and directional signs. No signs may be taped on wooden surfaces or doors.
24. Spills or accidents must be reported to the Technical Director and cleaned up. This includes the audience area as well as backstage and the dressing rooms. Green Room and dressing rooms must be left straightened in order for Facilities to pull trash.
25. All trash should be disposed of in receptacles lined with a trash bag. Liquids should be disposed of appropriately before throwing away trash.
26. Personal items such as phones, computers, purses, backpacks and tools should not be left unattended in theaters or dressing rooms. The university is not responsible for any loss or theft.
27. Dance rosin must be in a box with sides and carpet must be provided (by licensee) underneath the box.
28. All MFA equipment is to be operated by university staff or other approved technicians.
29. Clients generally provide their own 'soundtracks' and should advise the Technical Director the format of their sound playback prior to load in. Use of Wifi to access the program during performance is not recommended; playback should be downloaded to a laptop computer, digital device, or burned onto a CD and tested in advance.
30. The MFA technical crew must be given a 10-minute break every 2 hours and a one hour meal break every 5 hours. Any event/performance scheduled to run longer than 90 minutes must be preceded by a 10 minute break. To save continuity, the Licensee may provide a meal and a half hour break.
31. If the event cannot be staffed by the MFA technical crew, IATSE stagehands or other local professionals may be hired. The Licensee will be responsible for the labor invoice, which may higher than standard labor costs as outlines elsewhere in this document.
32. The audience may only be seated in designated areas and may not exceed the maximum capacity designated by the Fire Marshall, or any mandated regulation.
33. All aisle and egresses must be unobstructed. This includes dressing rooms and the lobbies.

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34. Wheelchair accommodation should be in the designated area. Seating adjacent to wheelchair spaces must be reserved for those accompanying wheelchair patrons. Mitchell Fine Arts Center was constructed in 1966, approximately 24 years prior to the Americans with Disabilities Act. As such, there are many elements of the facilities that are difficult to access or cannot be accessed by persons with reduced mobility. While this challenge is being diligently worked on, advanced planning is recommended for those with reduced mobility.
35. Seating layout and sales should allow for shifting of assigned seats as needed to accommodate sporadically broken seating and any front-of-house controls.
36. All lobby merchandising must be approved in advance. No food or candy may be sold or given away.
37. There is no guarantee of available parking in any of the university parking lots.
38. If your event uses a professional recording service the videographer should arrive 1 hour prior to the event start time. All recording must be approved in advance, recording requesting an audio feed from MFA sound system must be approved in advance and tested at least one hour prior to the event. Equipment cannot block audience egress. Be aware your videographer may block sight lines or require rows to be blocked off.
39. COVID-19 protocols
 - a. It is upon the Licensee to know and apply all recommendations, guidelines, and requirements as put forth by the State of Kentucky that are applicable to this rental which include but are not limited to Large Groups and Gatherings.
 - b. It will be the responsibility of the Licensee to provide guidelines to their participants for social distancing, sanitization of equipment, and utilization of PPE.
 - c. Due to COVID-19 requirements for sanitation, additional expenses may be noted on this agreement. Areas that are not contracted in the agreement will be off limits and if used (Ex: classrooms, adjacent theater) during a rehearsal or performance and require cleaning will force the expense to be passed on to Licensee.
 - d. Transylvania University is a private institution and reserves the right to require masking backstage or in the audience as it deems prudent, without advance notice.
40. Usher, house manager, or other person must be used in the balcony seating area, if it is open to patrons. Balcony area has low railings, steep steps, and can pose a safety risk. Licensee may only open this area only when they have arranged for proper supervision.
41. Tap or 'hard shoe' dancing is NOT permitted.
42. Licensee will provide a stage manager or other such coordinating person to clearly communicate via clear-com intercom systems to operators when to change sound or lighting, or stage setup.

EXHIBIT "C"

University Alcohol Policy

I. Introduction

This document establishes the University's policies and procedures for using, serving, and selling alcoholic beverages on property owned, leased, or controlled by the University, and at University events.

The goal of this alcohol policy is to ensure prudent and safe use of alcoholic beverages in compliance with state laws and University policy and in keeping with the University principles of respectful behavior and civility as well as the educational mission to promote responsible behavior regarding the service and consumption of alcoholic beverages.

The intent of the policy is that those who consume alcohol appreciate the potential consequences and those who serve alcoholic beverages at University functions or in University facilities understand their responsibilities and the liability issues attendant to alcohol use.

The University is committed to providing a healthy and safe workplace for all members of the University community. The possession and consumption of alcoholic beverages is controlled by Kentucky law, local ordinances, and University regulations. All members of the University community shall abide by these laws and regulations.

The oversight, implementation, and enforcement of this policy is delegated to the Vice President for Finance and Business, who in turn may delegate these responsibilities to other University offices or officials as appropriate. The Vice President for Finance and Business has delegated approval of events involving the presence of students at events involving alcohol to the Vice President for Enrollment and Student Life.

Specific alcohol related policies and procedures for issues related to employees are found in Employee Handbook. Specific alcohol related policies and procedures related to students and student organizations are found in the Student Handbook

II. Entities Affected

This policy applies to all members of the University community, including faculty, staff, students, and visitors.

III. Policy

The University prohibits the use, serving, or sales/selling of alcoholic beverages on University property and at University events and activities, except with specific pre-approval as authorized by this policy.

IV. General Rules and Prohibited Uses of Alcohol

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- A. Serving, selling, or using alcoholic beverages on University property and at University events shall be in compliance with all applicable Kentucky laws, local ordinances, and or any University regulations.
- B. All University events where alcoholic beverages are served, sold, or used shall be approved in accordance with this regulation.
- C. In general, alcoholic beverages are not permitted in classrooms, laboratories, and/or offices at any time, unless permission is obtained from the responsible cabinet member.
- D. Use of alcoholic beverages in residential facilities. The University's alcohol policy is consistent with Kentucky State Law prohibiting the consumption and serving of alcoholic beverages by and to individuals who are under 21 years old. Individuals who are of legal drinking age and choose to consume alcohol must do so in a responsible manner. Additionally, members of the university community are responsible for behaving in a manner that is not disruptive or endangering to the university community. Being under the influence of alcohol shall not be considered a mitigating factor for an individual's behavior.
- E. Registered student organizations shall comply with University regulations and with state and local laws regarding the conduct of members and guests at all times. For social occasions, student organizations shall abide by all guidelines published by the Dean of Students. During social events, student officers shall be accountable for compliance by members and guests. Violation of this regulation may result in discipline of the organization.
- F. Alcoholic beverages are prohibited at University athletic events unless otherwise approved.

V. Serving and Sales of Alcoholic Beverages

- A. The Vice President for Finance and Business or appropriate member of the President's cabinet may authorize the serving or sale of alcoholic beverages on University property or at University events, provided that such use does not violate any law or University regulation and meets all of the requirements of this policy. Written requests shall be directed to Vice President for Finance and Business or appropriate member of the President's cabinet with oversight of the event. Any desired exception to the University alcohol policy should be directed to the respective cabinet member and then forwarded to the Vice President for Finance and Business for final review. The Vice President for Finance and Business may consult with the Risk Management Advisory Committee or the President in making the determination whether to approve or deny the exception request.
- B. In addition, reservation of any facility is subject to approval of the University official responsible for the facility, and reservations are subject to University regulations on facilities.
- C. Approved events at which alcohol beverages are served or sold shall meet the following requirements:

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1. Private events that are not open to the public;
2. Events for which tickets have been sold or invitation or membership is required;
3. Events held in one of the facilities or areas listed in Section VI below or inside another specifically designated and approved space; and
4. Events where the majority of the attendees are age twenty-one (21) and above.

D. A third party caterer officially licensed and in good standing with the Kentucky Alcohol Beverage Control Board must be responsible for the serving and sale of the alcoholic beverages on University property or at University events. The caterer shall be insured for the event either through a rider to an existing policy or through the purchase of event insurance coverage. Such coverage shall include naming of the University as an additional insured party and shall be in an amount determined by the Vice President for Finance and Business.

E. The sponsor of the event and the licensed, insured caterer shall take affirmative and appropriate steps to ensure that persons under the age of twenty-one (21) are not served alcohol.

F. Serving, selling, or using alcoholic beverages at any official University event that is held at a personal residence or other off-campus private facility, shall comply with all aspects of this regulation. This includes using a third party caterer officially approved to serve or sell the alcohol.

G. At any University sponsored event at which alcohol is served or sold:

- a. Non-alcoholic beverages must also be provided
- b. Food must be provided
- c. Signage should be posted warning guests not to drink and drive
- d. Signage should be posted about available transportation options, such as taxi, Uber and Lyft.

VI. University Facilities and Events where Alcoholic Beverages Are Permitted

Alcoholic beverages may be served or sold in the following University facilities:

1. Graham Cottage
2. Old Morrison Board Room
3. Alumni Plaza
4. Fourth Street Athletics Complex Community Room
5. Beck Center Hall of Fame Room
6. Beck Center Performance Gym (when converted to banquet space)
7. Morlan Gallery
8. Gay Library
9. Lobby areas of the Haggin, Carrick and Little Theaters
10. Facilities leased by the University from a corporation holding a valid alcohol license.
11. Other campus facilities with advanced written approval of the responsible cabinet member.

Mitchell Fine Arts Center at Transylvania University

EXHIBIT "D"

Rental Dates/Charges/Deposits for Multiple Days Rental and/or Multiple Charges and/or Multiple Deposit Windows

A) Facilities: Haggin Auditorium, Dressing Rooms, Green Room, Old Rafskellar.

B) Furnishings & Setup: Repertory stage layout with standard borders and legs, and black backdrop. Standard repertory light plot with no house color. Licensee will provide sound operator, stage manager, and house manager. Licensor will provide light-on, and basic up/down controls for stage manager.

C) Dates & Times:

<u>Date</u>	<u>Time In</u>	<u>Time Out</u>	<u>Time In</u>	<u>Time Out</u>	<u>Activity / Notes</u>
17-Dec-2022	9:00am	6:00pm	----	----	Load in, 4 shows, load out.
---			9:00am	9:30am	Load in
---			10:00am	10:45am	Show 1
---			12:00pm	12:45pm	Show 2
---			2:15pm	3:00pm	Show 3
---			4:00pm	4:45pm	Show 4
---			5:00pm	6:00pm	Clean Up / Load out

D) Purpose of usage shall be *dance recitals / performances*, and for no other purpose.

1) PAYMENT: The Licensee shall pay the Licensor for the use of the facilities the following sum:

Fee: \$1,350 ***Insurance certificate is due with final payment.*

Licensee Signature: _____

Linda Gorton

Date: _____

12/15/2022

Mitchell Fine Arts Center at Transylvania University

E) Equipment / service / supplies / tickets / rentals / labor / other:

<u>Item</u>	<u>Cost / Unit</u>	<u>Number</u> <u>Units</u>	<u>Total Cost</u>	<u>Notes</u>
Performance Day (Haggin)	\$1,800/day	1	\$1,800	
Dressing Rooms	Included	1 day	\$0	
Old Rafskellar	\$50/hour	1	\$50	For performer lunch
Green Room	Included	1 day	\$0	
Additional performances (short)	\$150/ each	3	\$450	
Folding tables	Included	4	\$0	
Lighting Operator	None	0	\$0	Lights Set
Sound Operator	---	---	---	Licensee Provided
Supervisor	Included	9 hours	\$0	On site only, not part of show crew
Basic Repertory lighting No or minimal house gels	Included	1 day	\$0	
Basic Audio system including stage monitors, 1 wireless mic, audio input line	Included	1 day	\$0	
Housekeeping Fee	\$100	1	\$100	
**Special Reduction	---	---	(\$1,200)	<i>Thank so much for coming to MFAC, we are thrilled to have you here.</i>
Total:			\$1,350	

Said fees shall include normal utilities, subject to conditions herein describes

2) PAYMENT SCHEDULE: The Licensee agrees to the following payment schedule:

- a. **\$540** due on or before **November 22, 2022**.
- b. Remaining bill of **\$810** due on or before **Decembber 14, 2022**.

Payments are to be made to Transylvania University, with a notation reading "Mitchell Fine Arts" and returned to the Licensor.

Licensee Signature: Linda Gorton Date: 12/15/2022