



4201 Grant Line Road | New Albany, IN 47150 | (812) 941-2525 | Fax: (812) 941-2541 | oglemail@ius.edu

FACILITY LICENSE AGREEMENT

License Agreement Information

This contract formed on DATE is by and between the Ogle Center (LICENSOR) and the person or organization listed below as "Licensee" (LICENSEE).

Licensee:

Billing Address:

Contact Person:

Phone:

Email:

Payment Method:

Tax Exempt Number*:

Event Information

Event Title:

Admission:

Date(s):

Event Performance Time(s):

End Time:

Est. Attendance:

Theatre Capacity:

Other:

Estimated Charges

(1) Usage and Box Office Charge* (2) Venue Rental Fee: (3) Labor: (4) Equipment*:

Total:

*Unless Licensee provides tax exempt number, IN state sales tax of 7.00% is required on rent and equipment.

Nonrefundable Deposit: \$ (Please make checks payable to Indiana University)

Authorization

Signatures indicate acceptance of the attached Ogle Center Facility Terms and Conditions of Use and Ticketing Agreement (when applicable), and that the above "Estimated Charges" are for estimate purposes only. Licensee acknowledges receipt of the Ogle Center price list.

For the Licensee:

For the Trustees of Indiana University:

Signature: _____

Signature: _____

By (print name):

By: Kirk Randolph

Title:

Title: Director

Date: _____

Date: _____

Please sign and return all copies of this contract. One fully executed contract will be returned to you for your records. Please note that the Ogle Center facilities are not secured for this event until the license agreement is fully executed and the Ogle Center has received any applicable deposit. Please do not advertise events intended for Ogle Center facilities without a fully executed contract, unless you have received prior written permission from Ogle Center Management. We truly look forward to helping make your event a success.



Facility Information

Stem Concert Hall	Concerts, theatrical productions ceremonies, and other events.	Orchestra	340 seats
		Terrace	<u>168 seats</u>
		Capacity	508 seats
Robinson Theater	Thrust Stage Theater. Theatrical productions and other events.	Stadium-Style Seating	338 seats
Stiefler Recital Hall	Recitals, theatrical productions, ceremonies, receptions, and other events.	Capacity	98 seats

Fees and Charges

1. Usage and Box Office Charge*

The daily facility fee for utilizing the facility covers a 24-hour period. The fee includes Box Office and ticketing services, provided exclusively by the Ogle Center Box Office. Labor, equipment, performance fees, and taxes are not included.

Facility Usage Includes:

- Lights, heat, open and close of building, dressing rooms, showers, cleaning of foyers, etc.
- General stage lighting
- Permanent house sound system
- Podium, lectern, chairs, tables (if required)
- Consultation with Stage Manager
- Consultation with Guest Services Manager

CATEGORY	FLAT RATE
DAY OF ACTIVITY, NON-TICKETED EVENT	\$500
TICKETED ACTIVITY DAY (INCLUDES BOX OFFICE) First Performance	\$1,000
TICKETED ACTIVITY DAY Each Additional Ticketed Performance Beyond First	\$300

2. Venue Rental Fee

The venue rental fee is charged for each performance in addition to the usage and box office charge fee. A performance is an event where the public or invited guests enter the facility. The usage fee covers guest service and other front-of-house staff including ushers, ticket takers, and usher managers.

AREAS USED	COST	
	MONDAY - THURSDAY	FRIDAY, SATURDAY, SUNDAY
GRESS LOBBY - LOBBY ACTIVITY ONLY	\$500	\$750
STEM CONCERT HALL	\$1,000	\$1,250
ROBINSON THEATER	\$1,000	\$1,250
STIEFLER RECITAL HALL	\$500	\$750
CAESARS FOUNDATION AMPHITHEATER*	\$500	\$750

*Technical Equipment not included in pricing of Caesars Amphitheater.

3. Technical, Custodial, and Security Labor

Labor is charged at the rates found on the final page of this agreement. If union stagehands are needed, the technical labor charge will be at the International Alliance of Theatrical Stage Employees (IATSE) Local 17 current rate.

4. Equipment Rental

A complete inventory of equipment and rental prices is found in the Ogle Center Technical Advance and Price List.

* The Ogle Center subsidizes the daily facility fee by \$500.

LICENSEE INITIALS

Terms and Conditions of Use

Deposit

On execution and delivery of this Agreement by Licensor, to ensure the faithful performance of Licensee's obligations, Licensee shall pay a non-refundable deposit in the form of cashier's check, certified check, KFS Internal Bill document (60-500-01, 9915), or credit card. Such deposits shall be made payable to Indiana University. The deposit shall be credited to the fees payable hereunder, additional charges, and any damages payable under this Agreement. Deposit is refundable if event is cancelled due to COVID-19 Health and Safety directives from the CDC, federal and/or state governmental authorities, or Indiana University.

Settlement

All receipts from ticket sales, including any advance sales, shall be retained by Licensor and shall not be turned over to Licensee until after the engagement is complete, and all fees and other expenses have been paid in full from such receipts. Licensor shall have first lien on Box Office receipts to cover Licensor fees, additional charges, damage to property, liquidated damages and other damages for breach of this Agreement. If, at the time of settlement, Licensor has determined that there has been damage to the Ogle Center for which Licensee is responsible, Licensor may withhold from the Box Office receipts such additional sums as Licensor reasonably determines will compensate for such damage, and Licensor shall apply such sums to compensate for any such damage when the cost of such damage has finally been determined. Licensor's failure to make a determination of damage at the time of settlement shall in no way constitute a waiver of Licensee's responsibility for damage. The balance due the Licensee in the form of an Indiana University check will be mailed five to ten business days after the event settlement has been completed. If the balance due to the Licensor is greater than the balance due to the Licensee, then the Licensee will be sent a final billing statement within 30 calendar days. Payment is due within 30 days of receipt of the final billing statement. The Ogle Center reserves the right to access penalties and interest on any invoiced amount not received by due date.

Programs Involving Children

In keeping with IU policy PS-01, Programs Involving Children, for events during which volunteers will be facilitating interactive activities for children, licensee shall ensure that volunteer contact information (i.e. phone number, address, email address, etc.) is documented, a list of volunteer names is provided to project leads and event liaisons, volunteers will be supervised by a background-checked person, volunteers sign-in and sign-out from the event and present a valid photo ID upon arrival, and volunteers are only interacting with minors in public spaces.

Scheduling Requirements

Stage requirements and program details must be worked out and approved by the Ogle Center Management. No changes can be made within forty-eight (48) hours of the scheduled event. If Licensee desires to modify their facility usage schedule, the schedule must be submitted in writing to Ogle Center Management to assure proper staffing and billing at the end of the usage period. A minimum notice of twenty-four (24) hours or, in the case of weekend events, prior to 5:00 p.m. on the Friday preceding the event, submitted in writing, is required to be given to the Ogle Center Management for any additional hours scheduled. Ogle Center Management reserves the right to license the building to more than one licensee on the same day.

Alcohol

Indiana University campuses, schools and programs may occasionally host events at which alcoholic beverages may be appropriate. The serving of alcohol requires attention to compliance with legal obligations as well as the responsibility to minimize any inherent risk arising from misuse of alcohol. The serving of food and alcoholic beverages on university property and/or in conjunction with university functions is also limited by other university policies including financial policies, environmental health and safety policies, and the Code of Student Rights, Responsibilities and Conduct. In Licensor's sole discretion, alcohol may be served by a properly licensed vendor/caterer approved by Licensor's Office of Insurance, Loss Control & Claims at select functions. If alcohol service is being provided, the vendor/caterer must carry insurance coverage, either as part of the general liability policy or a separate policy, for dram shop operations with a minimum limit of \$3,000,000. Questions regarding the service of alcohol and proper licensing should be directed to Ogle Center Management.

Catering

All caterers in the Ogle Center must be pre-approved by Ogle Center Management and possess all valid Indiana licenses for food service and the service of alcoholic beverages (if applicable). The caterer must carry commercial general and auto liability insurance, including a products-completed operations endorsement, with minimum limits of \$1,000,000 per occurrence / \$2,000,000 Aggregate. Licensee must be in compliance with all other university regulations regarding food service including, but not limited to, completing the University Office of Environmental Health & Safety's Temporary Food Service application. In addition, "The Trustees of Indiana University, its officers, agents and employees" must be named as an additional insured on the Certificate of Insurance for both Commercial General Liability and Automobile Liability coverage. The Certificate of Insurance must be submitted to Indiana University for review and approval at least fourteen (14) working days prior to the scheduled date of the event. If Licensee's vendor/caterer fails to comply with any of the requirements described in this section, the vendor/caterer will not be permitted to serve food or alcohol at the Event and Licensor shall not be responsible for any losses incurred by Licensee or Licensee's subcontractors as a result of such cancellation.

Stage Labor

The Ogle Center Technical Director and the Licensee in conjunction with Ogle Center Management shall determine the number of employees necessary for the call. Manpower must be maintained until such time as work in all departments is fully completed. All requests for manpower must be submitted in writing forty-eight (48) hours prior to load-in. The Ogle Center uses IATSE Local #17 for additional stage labor. Licensee agrees to abide by the rules of this agreement governing stage labor.

Ogle Center Facility Usage Policies

It is further agreed and understood that all of the Facility Usage Policies including all addenda published by the date of this Agreement are hereby incorporated as part of this contract and the Licensee has received a copy of the Ogle Center Technical Advance and Price List. **Please initial here:** _____

Sound System

If sound equipment is carried by the performing company, artist, or conference, the Ogle Center Technical Director, after consultation with representatives of the company, may permit use of the company's equipment in conjunction with the house system. If Licensee is to mix sound system from the house sound mixing position, mixing stacks and/or equipment to be no higher than forty-eight (48) inches from the floor.

Box Office Charges

The Ogle Center reserves the right to provide ticketing services for all public and private events held at the Ogle Center. Customary charges, including ticket printing and phone commissions are included in the daily facility fee. The final decision as to when tickets will go on sale will be made by the Ogle Center Ticketing and Patron Services Manager in cooperation with Ticketmaster and the Licensee. All ticketing services, if applicable, shall be provided by the Licensor and as determined by the Ticket Policy ("Attachment C). Licensee hereby agrees to be subject to the terms and conditions contained in Attachment C if ticketing services are provided. No ticket order shall be placed until Licensee has executed and returned this Agreement.

Facility Fee

The Ogle Center collects a facility fee from each ticket sale for any event held at the Ogle Center and places it into a special reserve account. Funds in this account are used for facility capital purchases and improvements. The funds are also used to cover the costs of extraordinary repairs and maintenance. This fee is \$3.00 for all events.

Pre-box Ticket Sales

IU departments or organizations must first complete a Revenue Producing Activity training before pre-box tickets may be sold by any members of the organization. Non-IU departments or organizations may only sell pre-box tickets using cash or check.

Administrative Complimentary Tickets

It is understood that six (6) complimentary tickets will be furnished to the Ogle Center for use at Management's discretion. These tickets will be purchased or released one week prior to the first performance of the engagement.

Liability

Licensee assumes the risk of all damage, loss, cost, and expense. Licensee, including its officers, directors, agents, employees, and affiliates, agrees to defend, indemnify and hold harmless Licensor, its successors, assigns, directors, officers, employees, agents, and any other person for whom Licensor may be legally liable ("Indemnified Parties"), from and against any and all costs, expenses (including attorney's fees), interest, losses, obligations, liabilities, or damages paid ("Losses") which may accrue to or be incurred or sustained by the Indemnified Parties, and which arise out of or are in connection with or are for the purpose of avoiding any and all claims, demands, actions, causes of action, suits, appeals, and proceedings ("Claims"), all whether groundless or not, or the settlement thereof, based on actual or alleged injuries, damages, or liability of any kind whatsoever, made or brought against the Indemnified Parties, sustained in connection with this Agreement, arising from any cause whatsoever except for gross negligence and willful misconduct of the Indemnified Parties. The Licensee further agrees to indemnify, defend and hold harmless the Indemnified Parties from and against any and all liability, damage, loss, cost, or expense which may accrue to or be sustained by Licensee, Licensee's guests, or Licensee's subcontractors on account of any cancellation by Licensor of this Agreement.

Concession and Merchandising Rights

Licensee may sell his/her/their merchandise and concessions during rental period. University shall have no interest in the sale of Licensee's merchandise. Licensee shall be solely responsible for collecting and remitting all sales tax applicable to the sale of Licensee's merchandise. Licensee must receive prior approval through IU Purchasing if Licensee intends to collect any revenue via payment cards. A submission of necessary documentation a minimum of 45 days prior to the intended sales is recommended. Licensee must accept payment card payments in a PCI Compliant manner. Licensee must prove its PCI compliance to IU prior to any sales. Licensee is prohibited from using the Indiana University networks, systems, and resources, including wireless, for the processing of payment cards, under all circumstances.

Copyright

Securing of payment for performing rights licenses is the responsibility of Licensee. Licensee shall furnish to the Events Manager of the Ogle Center documented evidence, copy of license(s) of such performing rights not less than three weeks prior to the scheduled date of performance.

Failure to provide such evidence may result in cancellation of this Agreement to provide said facilities with no penalty to the Ogle Center or Indiana University.

Licensee agrees to indemnify and hold harmless and to defend the Ogle Center, Indiana University and its Board of Trustees, its officers, and employees for and against any and all claims, demands, or suits that may be made or brought against them with respect to the use and/or performance of any copyrighted material during the above-mentioned engagement.

Insurance and Taxes

During the engagement the Licensee agrees to carry and maintain the following insurance:

A. Workmen's Compensation and Disability Insurance covering Licensee's employees, and all other employees for which the Licensee becomes responsible as stated in this contract with the Attraction being presented. Public Liability Insurance insuring the Licensee and Licensor with limits \$500,000.00 for injury to one person, \$1,000,000.00 for injury to more than one person in a single incident, and \$250,000.00 for property damage. The Licensee agrees to furnish to the Licensor, on demand, certificates of such policies of insurance and to require independent contractors engaged by or on personal property contained therein to carry and maintain Workmen's Compensation insurance covering their employees doing and working or performing such services, and Public Liability insurance insuring the Licensee with limits of \$500,000.00 for injury to one person, \$1,000,000.00 for injury to more than one person in a single incident, and \$500,000.00 for property damage and on demand to furnish certificates to the Licensor.

B. If the Licensee shall fail to comply with the provisions in Paragraph A above, the Licensor may (in addition its other rights and remedies) procure such insurance at the cost of the Licensee and in the case of Liability Insurance, may procure and carry at the expense of the Licensee, Contingent Liability Insurance coverage in the name of the Licensee. Licensor also reserves the right to terminate this Agreement, and Licensee shall not be permitted to use Licensor's Facilities. The Parties agree that Licensor will not be responsible for any loss or damage suffered by Licensee or Licensee's vendors as a result of cancellation due to Licensee's failure to provide proof of insurance.

C. At Licensor's sole discretion, additional insurance coverage may be required depending upon the nature of the event.

D. Notwithstanding anything contained in Paragraph (A) hereof, the Licensee further agrees to name "The Trustees of Indiana University, its officers, agents, and employees" as additional named insured on all liability policies with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. Licensee's policy shall be primary and non-contributing with respect to any insurance carried by Licensor. The Licensee further agrees to indemnify, exonerate, and hold harmless the Licensor from and against all liability, obligation, or expense incurred in connection with or relating to any actions, claims, or demands by third persons in tort or contract based upon any acts, defaults, or neglect by the Licensee.

E. Licensee agrees to be solely responsible for all sums payable for Social Security, Unemployment Insurance, Disability Benefits, and other charges in connection with Licensee's employees. Licensee is and shall remain the employer of such employees for all purposes.

F. The payment by Licensor of any payroll, payroll taxes and/or other charges with respect to any of Licensee's employees shall not constitute or be construed to constitute Licensor to be the employer of any such employees. Licensee is and shall remain the employer of such employees for all purposes.

G. Lessees with tax exempt status must provide Licensor with current and valid tax exempt certificate. Licensee agrees to pay any applicable sales tax associated with this Agreement.

Damage Caused by Licensee

No items may be attached to the floor, walls, or ceilings in any area of the Ogle Center without prior written approval of the Ogle Center Management. Decoration guidelines are available to the Licensee upon request. It is agreed that should any damage be caused by Licensee, its employees, agents, representatives, invites or guests to the Ogle Center or equipment, Licensee will be responsible for the payment of the cost of any repairs or replacement required. It is further understood that Licensor will furnish Licensee with a detailed statement, no later than sixty (60) days following engagement, of all such damages and cost of repair, normal wear and tear excepted, provided said damage is reported to Licensee's representative and proof of responsibility is established no later than engagement date. It is further agreed and understood that the Licensee will pay on demand for any loss or damage to the Ogle Center, Ogle Center equipment, or equipment belonging to professional talent brought in by the Licensee. No Glitter, Wall Decorations, Open Flames, Pyrotechnics, or Unapproved Tape allowed. Glitter, including glitter used as makeup or as part of a costume, is not allowed in any Ogle Center venue. USE OF GLITTER WILL RESULT IN A SUPPLEMENTAL CLEANING CHARGE OF AT LEAST \$700.

Access and Theater Aisles

Ogle Center management reserves the right to set, modify, or otherwise limit the capacity of the venue to facilitate the safe use of the venue based on guidance from university or public health officials. Standing room is not available and is not permitted in the Ogle Center. All crosswalks, aisles, corridors, and vomitoriums must be kept clear in the event of an emergency. This includes all cameras and tripods, video and film equipment, production equipment, production scenery, production props, production lighting, wheelchairs, walkers, crutches, strollers, and baby carriages. All media must be authorized and must be in an authorized location or in a pre-arranged seat as provided by the Licensee. All handicap equipment may be stored with an usher manager without charge. No portions of the sidewalks, entries, passages, vestibules, halls, or stairs shall be obstructed by the Licensee, or permitted to be used for any purpose other than ingress and egress to and from the building. The doors, stairways, or openings that reflect or admit light into any portion of the building, including hallways, corridors and passageways shall in no way be obstructed by the Licensee. Exit lights, emergency lights, house lights, aisle lights, stairway, and hallway security lights or any other lights necessary for the safe occupation of the building shall not be obstructed in any way. Full-time employees of the Ogle Center shall have complete and total access at all times and in all areas of the facility including but not limited to dressing rooms, stage, production booths, and theater.

Audience Behavior

Licensee's conduct and performance shall not be such as to encourage the audience to leave their seats. Should the audience become disorderly and move out of their seats, the Licensor shall stop the program and/or performance and request the audience to return to their seats. Ogle Center reserves the right to eject, or cause to be ejected, from the premises, any person or persons behaving in a disruptive manner. Ogle Center will not be liable to the Licensee for any damages that might be incurred through the exercising of this right.

Control of Facility and Right to Enter

In permitting the use of the Licensed Facility, Licensor does not relinquish custody and control thereof and does hereby specifically retain the right to enforce any and all appropriate laws, rules, regulations and policies applicable to said premises. Licensee shall permit Licensor to enter the Licensed Facilities at all reasonable times for the purpose of, but not limited to, inspection to ensure Licensee's compliance with the terms and conditions set forth herein or to carry out any purpose necessary, incidental, or connected with the performance of any of Licensor's obligations under this Agreement.

Security and Staffing

Ogle Center Management reserves the right to set and modify security and staffing calls up to the time of performance at the cost of the Licensee. All staffing requirements should be discussed and approved by Ogle Center Management one week prior to the date of the event. Ogle Center Management reserves the right to assign and direct all security personnel in and around the facility at all times. The provision of security services by Indiana University, if any, is not intended to be, and shall not be construed to be, a guarantee of the safety or security of the premises and/or its occupants.

Closed Circuit Audio and Video Feed

Ogle Center reserves the right to provide closed circuit audio and video feed of events in the lobby as a service to patrons.

Storage

Limited space is available for storage of Licensee equipment needed for events. Storage of items before and after scheduled rental date(s) must be preapproved and arranged in advance through Ogle Center Management. Indiana University is not responsible for any lost, stolen, or damaged items.

Discrimination

It is understood that the Licensee confirms that it does not and will not discriminate and/or segregate patrons because of race, religion, color, sex, age, national origin, handicap, marital status, or sexual orientation.

Smoking and Incense

It is understood that smoking (including e-cigarettes) and burning of incense is NOT PERMITTED in any interior or exterior location on the Indiana University Southeast campus.

The Stage Manager and Ogle Center Management must be notified in advance if the script calls for smoking or the use of any fire effects, so that necessary precautions may be taken. ANY INFRACTION OF SMOKING REGULATIONS CAN BE CAUSE FOR ENDING AN EVENT, CLEARING, AND CLOSING THE FACILITY. INDIANA UNIVERSITY WILL NOT BE FINANCIALLY, OR IN ANY OTHER RESPECT, LIABLE FOR EXERCISING THIS RIGHT.

Alcohol and Drug Use

This contract is subject to the rules and regulations and the statutes governing The Board of Trustees of Indiana University. University regulations restrict the use of alcohol and prohibit the use of illegal drugs on University property. Therefore, no use of alcohol or illegal drugs by any of the performers, members of the performers group, or employees or agents of the Licensee will be allowed during the performance and while the performers are present on the premises of University property. In the event of noncompliance, on the part of the performing group or their employees or agents, legal sanctions may result.

Force Majeure

Neither Licensor nor Licensee shall be considered in breach of this Agreement for failure to perform if such failure is caused by national or local calamity, acts of terrorism, the act or regulation of any public authority, labor difficulty or strike, war, epidemic, pandemic, fire, storm, inclement weather or other act of God, or any other cause beyond the reasonable control of the non-performing party that renders that party's performance impossible.

COVID-19

Licensor has mandated that all of its students, faculty, and staff receive COVID-19 vaccinations subject to applicable exemptions. The Parties understand and agree that Licensee has taken and will take reasonable steps to mitigate the risk of COVID-19 infection that adhere with current information, guidance, and regulations. The Parties understand and agree that the Licensee will take reasonable steps to mitigate the risk of COVID-19 infection as well. If either Party identifies a bona fide safety concern related to COVID-19, it shall immediately notify the other Party, and the Parties will cooperate to address the concern. The Parties also understand that the elimination of such risk is impossible. Accordingly, the Parties understand that during the performance of their respective duties under the Agreement, there is a potential of exposure to and/or contraction of COVID-19. The Parties each agree to assume these risks for themselves including all risks related to exposure to and infection of COVID-19, including the risk of permanent injury and death.

Remedies

In the event that Licensee fails to appear, perform, and/or present, or defaults in performance of the provisions of this contract for reasons other than those stated in other sections of this Agreement, the Licensor shall be entitled to all payments due as if the Agreement had been fulfilled. Licensee's violation of any term(s) of this Agreement may result in cancellation or termination during the course of the Event of this Agreement by Licensor and/or loss of future facility use opportunities. Any damages Licensee may receive as a result of such cancellation or termination shall be limited solely to Licensee's Event deposit and/or any licensing fee that has been paid.

Complete Agreement & Severability

This Agreement constitutes the entire agreement between the Parties and replaces any and all prior written and oral agreements between the Parties with respect to the subject matter hereof. It is understood that any modifications, additions, or deletions must be in written form signed by both Parties as an addendum to this Agreement. Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of a part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, and any action or legal proceeding related to this Agreement shall be litigated exclusively in a state court in Monroe County, Indiana.

Other Terms and Conditions

A. Licensee hereby represents and warrants to Licensor that Licensee has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and its execution of this Agreement has been duly authorized.

B. Licensee and its subcontractors, if any, shall have no authority, express or implied, to act on behalf of or bind Licensor in any capacity whatsoever as agents or otherwise.

C. No right or duty, in whole or in part, of the Licensee under this Agreement may be assigned or delegated.

D. Nothing in this Agreement shall operate to confer on, or vest in the Licensee any title, interest or estate in the premises.

E. It is Licensee's sole responsibility to make arrangements with and pay any third party vendor (caterer, musicians, or other service provider) providing services for the Event. However, Licensee shall provide Licensor with a copy of any contracts that Licensee enters into with such third party vendors. Licensee agrees to provide all third party vendors with a copy of this Agreement and will ensure that all third party vendors comply with the terms and conditions of this Agreement.

LICENSEE INITIALS

Labor Rates for Ogle Center

All stage labor will be charged at the rates below. Rates are current as of the date of this agreement.

Position	Description	Regular Rate	Premium/OT Rate
Stage Technician, Lights		\$ 40.00	\$ 60.00
Stage Technician, Audio		\$ 40.00	\$ 60.00
Stage Technician, Stage Manager		\$ 40.00	\$ 60.00
Followspot Operator		\$ 40.00	\$ 60.00
Custodial	4-hour minimum. Number of custodians needed determined by Ogle Center management.	\$ 30.00	\$ 45.00
Security	4-hour minimum. Number of security needed determined by Ogle Center management in collaboration with IU-PD.	\$ 40.00	\$ 60.00
All Performance Rates	4-hour minimum starting at 1/2 hour before scheduled opening. Over 8 in a day 1.5x premium waived.		
All Positions	1.5x premium between midnight and 8:00 AM.		

LICENSEE INITIALS

TICKETING CONTRACT

1. Admission to any performance covered by this Contract shall be by ticket, which will be provided by the Licensor unless its management agrees to other special arrangements at least thirty (30) days prior to such performance. The inventory of seats for all performances covered by this Contract will be the normal set-up for the named facility above unless a separate agreement is reached prior to the sale of tickets for that performance and in no event later than two weeks prior to that performance.
2. Basic ticket services include personnel to staff the appropriate Ticket Office one- and one-half hours prior to performance through one-half hour after starting time, and for ticket reconciliation and gross receipts verification for that performance. In addition, it is agreed that the Licensor will provide full daily ticket services as requested by Licensee. The normal hours of operation shall be 10 a.m. until 4 p.m. Tuesday through Thursday, and one and a half hours prior to each performance. As compensation for this daily service rendered, the Licensor shall receive a service fee from the patron for 10% per ticket sold via the Ogle Center, including full-price and discounted sales.
3. All ticket sales via credit card are charged a 3.5% service fee which is passed on directly to the Licensee.
4. A facilities fee of \$3.00 for each ticket distributed is charged for any event held at the Ogle Center. This fee is placed into a special reserve account. Funds in this account are used for facility capital purchases and improvements. The funds are also used to cover the costs of extraordinary repairs and maintenance.
5. The Licensor shall accept personal checks as payment for tickets. When accepting a personal check at the counter, it is the obligation of the Licensor to obtain the correct address and phone number on the check as well as the driver's license ID; if a check is accepted on phone sales, the correct address and phone will be requested, but no ID verification can be obtained. Licensee agrees to reimburse Licensor for any and all checks returned by banks for any reason, even if such charges are returned after final settlement for that production. In addition, the Licensor shall accept as payment for tickets authorized bank credit cards, the commission on which will be charged to the Licensee. Licensee agrees to reimburse the Licensor for any charges that may be deemed unacceptable by the banks even if such charges are returned after the final settlement for that production.
6. All tickets shall be managed and controlled by the Licensor, and all fees and other costs as detailed in this Contract shall be paid by Licensee. All funds derived from the sale of these tickets shall be held in the custody of the Licensor until all of the performances scheduled to which said tickets are good for admission shall have been completed. If Licensee fails, for any reason whatsoever, to present such performances for which tickets have been sold, Licensee agrees that the Licensor shall retain such funds, in whole or in part, as it deems necessary for the purpose of refunding to the purchaser's admission prices paid for such tickets and/or settling of any claims.
7. All sums payable to Licensor under the terms of this and any other agreement shall be computed separately for each performance and shall constitute a first charge against gross receipts from all sources. To facilitate the payment of such sums, Licensee does hereby authorize the Licensor's Ticket Office Manager to make such payments direct to the Licensor. Within three business days after each performance, Licensee will sign and approve for the Licensor a correct itemized statement of all such gross receipts, upon a form furnished by the Licensor ("final settlement"). An authorized representative of the Licensor shall have the right to verify the sale of any tickets and the receipts therefrom and, to that end, will have access to any ticket office records and any other pertinent data.
8. All sums remaining due to Licensee shall be paid within twenty (20) business days of the performance covered by this Contract with one Licensor check drawn upon its regular operational account. Any exception to this procedure must be approved by Licensor management at least two weeks prior to the last performance covered by this contract.
9. Any use of the Licensor name, phone number or graphics must conform to the design and typographical format prescribed and furnished by the Licensor. This will be required in all newspapers, circulars, brochures, display advertising, and promotional media under the control of Licensee. Any seating chart used by Licensee must be Licensor-approved.

LICENSEE INITIALS