

## Single Show Theater Rental (Full License)

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, (“Owner”) as owner of the \_\_\_\_\_ Theater, located at \_\_\_\_\_ (“Theater”); and \_\_\_\_\_ (“Producer”) of the attraction presently entitled \_\_\_\_\_ (“Attraction”), which Producer desires to present in the Theater.

In consideration of the mutual covenants, agreements, and conditions hereby described and undertaken by the parties, it is hereby agreed as follows:

1. The Owner hereby licenses to the Producer the use and occupancy of the Theater for the purpose of rehearsing and presenting the public performances of the attraction during the dates and upon the terms stated herein.

2. The Owner represents and warrants to the Producer that the Theater is properly licensed for performances to the public, and that \_\_\_\_\_ persons may be seated, at capacity, under all applicable codes and licenses. Sales of standing room only admissions are prohibited under law and expressly under the terms of this agreement.

3. A performance week shall consist of \_\_\_\_\_ evening performances, occurring on the following days of the week \_\_\_\_\_; and \_\_\_\_\_ matinee performances occurring on the following days of the week \_\_\_\_\_. Performance times shall begin, approximately, at the following times:

\_\_\_\_\_ p.m. for evening performances occurring on \_\_\_\_\_;  
\_\_\_\_\_ p.m. for matinee performances occurring on \_\_\_\_\_.

4. The producer’s use of the theater shall begin on \_\_\_\_\_, for the purpose of installing the physical production. His use of the theater shall begin on \_\_\_\_\_ for the purpose of rehearsals. His use of the theater for public performances shall begin on or about \_\_\_\_\_, regardless of whether the performances are labeled as previews.

5. Producer, at his own expense, shall furnish the full attraction for the theater, including (but not limited to) the cast, physical production, personnel to operate the show, literary and musical rights and licenses, publicity and advertising, and all other things necessary to present a proper and appropriate presentation, except those things which the Owner specifically agrees herein to furnish.

Owner shall furnish full use of the theater, including the auditorium, lobby, backstage areas, storage spaces, box office, dressing rooms (including showers), and washrooms. Owner shall be responsible for lighting, heating, air conditioning, cleaning, and otherwise maintaining said facilities and for ushers, ticket sellers, ticket takers, house managers, and for the minimal stage crew as required by applicable union agreements in effect during the term of this license.

6. (a) Producer shall, at all times, abide by and observe all rules and regulations of the Owner, as Owner shall promulgate, and Producer shall instruct his personnel to likewise obey same. Owner shall furnish to the producer and producer’s personnel his written rules and regulations, upon the signing of this agreement. Owner reserves the right, however, to modify, change, delete, or add to his rules and regulations as he may, from

time to time, deem appropriate. Owner shall notify Producer in writing of any such modifications and Producer and his personnel shall obey same.

(b) Producer and his personnel shall, at all times, obey all building, fire, and other local codes and ordinances and shall do nothing to endanger owner's license or cause owner to lose same. In particular, producer and his employees are specifically prohibited from blocking or otherwise obstructing any fire doors or exits. Producer hereby represents and warrants that all electrical equipment, scenery, and other property brought into the theater conforms to all building, fire, and safety codes applicable to the theater. In the event, at any time, the Producer shall receive notice by either the owner or the applicable local authorities of any violations, Producer shall immediately take steps to cure such violations, and to pay any fines or charges imposed by local authorities for said violations. All scenery must remain currently fire proofed, and producer must furnish certification of same to Owner, upon Owner's request. The Producer and his personnel may not, at any time, bring or cause to be brought unto the premises, any flammable or other hazardous materials or products.

(c) Producer shall comply with all governmental rules and regulations, including those related to nondiscrimination, which may be applicable or imposed upon the theater by any governmental authority having jurisdiction thereof.

(d) Violation of any of the provisions of a-c above shall be grounds for immediate termination of this agreement. The owner shall not be liable for any damages, including lost profits, which the producer may suffer as a direct or indirect consequence of any such violations.

(e) The Owner reserves the right to correct any violation and/or to take any other actions as she may deem necessary and appropriate to bring the producer's physical production into compliance with all applicable safety rules, regulations, and ordinances of the local governmental authorities, if the Producer fails to do so immediately upon receiving notice of same. All such corrections/actions undertaken by the Owner shall be at the producer's expense.

7. Producer hereby represents and warrants that he has the legal authority to present all copyrighted materials owned by others and utilized within the attraction. Producer agrees to hold harmless and indemnify the owner from any liability, damages, cost, or claims (including attorney's fees) resulting from any violations or infringements upon the copyrights, rights of publicity, rights of privacy, or defamation of other persons or entities occurring as a result of the Producer's presentation of the attraction at the theater.

8. This license shall be exclusive for the run of the attraction. The Producer may not present the attraction at any other location within a radius of \_\_\_\_\_ miles of the Theater, for a period of at least:

i) \_\_\_\_\_ days prior to the first performance of the attraction at the Theater;

ii) During the run of the attraction at the theater;

iii) \_\_\_\_\_ days following the last performance of the attraction at the Theater.

Likewise, the Producer shall not permit or authorize any of the company, any members of the cast, or any other party to perform any material contained in the play at any other location for the same periods of time as stated above (except as specified below), whether or not for profit.

(a) Producer may permit the presentation of an excerpt from the production, not to exceed 300 seconds, on a radio or television news or commercial program broadcast, for the

purpose of publicizing and promoting the attraction. Producer may likewise present an excerpt of no more than the aforementioned length from the production on any television or radio commercials, paid for by producer, for the purpose of promoting the attraction.

(b) Producer may permit the presentation of an excerpt from the production, not to exceed 300 seconds, on a radio or television awards production, in conjunction with the nomination of any person or part of the production, for the purpose of publicizing and promoting the attraction.

(c) Nothing contained herein shall prohibit the producer from permitting the composer and lyricist, or any other persons or entities holding the copyright on the musical materials from commercially exploiting the small performing rights to the musical materials.

(d) Nothing contained herein shall prohibit the performance or broadcast of the cast album, or any portion thereof, on radio, television, or otherwise.

(e) The foregoing provisions are of the essence of the contractual relationship between the parties. The Producer specifically understands, acknowledges, and agrees, in the event of any violation or attempted violation hereof, that financial damages shall not be sufficient to remedy Owner's loss therefrom. Therefore, in addition to, or in lieu of, financial compensation, the Owner may obtain injunctive relief, including prior restraint, in the event of any breach or attempted breach hereof. The producer shall make no defense thereof.

9. At least \_\_\_\_\_ days prior to moving the physical production into the Theater, the Producer shall furnish the Owner with the "Hanging Plot" of the show, and Producer shall not move same in, without Owner's written approval. Further, Producer agrees to comply with and conform to the Hanging Plot at all times during the run of the show, and to immediately seek Owner's written consent, in the event modifications may be required or appropriate.

10. During the run of the show, the Owner shall have the exclusive right to operate (or to license others to operate) and maintain all concession stands and sales of refreshments, souvenirs, and other merchandise, as well as cloakroom facilities. All revenue earned from same shall belong to the Owner (and his licensees) as his sole property. Producer (or his licensee) shall have the right to sell souvenir books and other show-related merchandise out of the Concession stands, provided the sales are supervised by the Owner (or his licensee) and that the Producer (or his licensee) pays the Owner (or his licensee) a royalty of \_\_\_\_\_ percent of the gross sales (less applicable taxes) of said souvenir books and show-related merchandise. Owner (and his licensee) shall have the right to inspect, inventory, and audit all sales of said books and merchandise and to examine the books of the producer (or his licensee) for said purpose.

11. The Theater maintains a smoke free environment. Therefore, smoking is forbidden to the producer and all of his personnel, except that smoking shall be permitted as part of the action of the Attraction.

12. The Producer and his personnel are prohibited from bringing into the premises pets, animals, bicycles, or food, except that meals may be consumed on the premises between performances on matinee days. No alcohol or illegal drugs may be brought into, consumed, sold, or distributed on the premises at any time by any person, except as part of the action of the Attraction.

13. Producer has inspected the theater prior to entering into this agreement and has found it satisfactory and suitable for his purposes and accepts same in "as is" condition. He shall not make any improvements, refurbishings, or modifications to the premises without (a) first obtaining the owner's written consent; (b) obtaining all approvals, permits, and licenses, at his own expense, from the applicable governmental authorities having jurisdiction thereof; (c) receiving the approval of all fire authorities that all improvements and modifications comply with safety and fire codes. Owner shall not be responsible for the cost of same. All such improvements, alterations, or refurbishings shall belong to the Owner, at his option, upon the installation thereof. However, the Owner may, upon termination of the run of the play, require the producer to restore the theater to its original condition, as stated further below.

14. Notwithstanding the provisions of paragraph 13 above, if the producer has made any improvements, modifications, or alterations to the theater, he must, upon termination of the run of the play, restore the theater to its original condition, unless otherwise notified in writing by the owner.

15. Producer has submitted to the Owner all of the performance materials, as presently exist, and Owner has approved of same as suitable and satisfactory for presentation in his Theatre. [The Attraction is a "work-in-progress" and the Owner understands and agrees that the performance materials may be changed, modified, or otherwise rewritten during the course of the rehearsals and public performances, and therefore may, over time, evolve substantially from the content which Owner has reviewed and approved.]

16. (a) The Owner shall be entitled to reserve and purchase, at the full box office rate, for his own use House Seats according to the following formula:

i) For the opening night performance \_\_\_\_\_orchestra seats and \_\_\_\_\_mezzanine seats;

ii) For all other performances \_\_\_\_\_orchestra seats and \_\_\_\_\_mezzanine seats.

House seats shall be in those locations which the Owner has customarily purchased for himself in the past.

All seats which Owner has not purchased for his own use by the following times shall be released for sale to the general public:

\_\_\_\_\_ on the day of each matinee performance;

\_\_\_\_\_ on the day of each evening performance.

(b) The parties shall jointly administer and control the distribution of free tickets to the press.

17. (a) The Producer shall pay to the Owner a fixed charge in the amount of \_\_\_\_\_ for each performance week, beginning with the week during which the First Preview or First Public Performance (as the case may be) occurs, pro rata, on the basis of a six day week. This fixed charge shall consist of the Owner's general and administrative costs (as defined below), depreciation, and interest amortization on mortgages. They have been calculated on the basis of the Owner's costs for same during the full fiscal year preceding this agreement. In the event Owner's costs for these shall change, up or down, during the term of this license, that the Producer's fixed charge may increase or decrease by a like amount. Upon notification by the Owner, the Producer's fixed charge shall be adjusted immediately, to reflect the increase or decrease in the aforesaid Owner's costs. All weekly payments for fixed charges shall be due and payable in advance on Monday of each performance week.

(b) The Owner's general and administrative costs shall include real estate taxes, general and liability insurance, cleaning, maintenance, refuse removal, utility charges, licenses, permits, supplies, and office payroll.

(c) In addition to the charges as set forth in (a) and (b) above, Producer shall pay all of the Owner's personnel costs, including wages and taxes, at the prevailing union rates as may, from time to time, be effective during the term of this agreement.

(d) In the event the Owner must pay any of the costs of the production on producer's behalf, the Owner shall furnish Producer with an itemized written estimate of same. Producer shall, weekly, advance to the Owner sufficient amounts to cover all such estimates. On the \_\_\_\_\_ following each performance week, Owner shall provide Producer with written substantiation of the amounts actually paid. The parties shall make the appropriate adjustment between the amounts so advanced and amounts actually paid.

(e) In the event the Producer fails to make any advance payments required under paragraphs a-d above, the Owner may, at his option:

- i) Deduct all sums due from any box office receipts due to the Producer;
- ii) Declare this agreement terminated and recover possession of the premises;
- iii) Both i) and ii).

18. (a) In addition to all payments required under paragraph 17 above, the Owner and Producer shall divide net weekly box office receipts (as defined below) according to the following formula:

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

"Net weekly box office receipts" shall be determined as follows:

All revenue from all sources of ticket sales shall be added together to determine "Gross weekly box office receipts." From gross weekly box office receipts, there shall be the following deductions: sales taxes, sales commissions, credit card company charges, computer ticket charges, subscription fees, and discounts. The sum left over shall constitute net weekly box office receipts.

(b) Following each performance, the Treasurer of the Theatre (the "Treasurer") shall prepare a certified statement of all ticket sales from all sources whatsoever, for that performance, and same shall be compared to the admission stubs collected at the door. Each Monday, the parties will settle and adjust receipts and payments accordingly.

(c) Each Monday the Owner will pay to the Producer his share of the net weekly box office receipts (as computed above and less any adjustments for monies due the owner under paragraphs 17 a-e) for the previous performance week. Owner shall furnish to the Producer a statement certified by the Treasurer and the Owner of all box office receipts for the previous week and payments made thereunder.

(d) The Treasurer is authorized to accept in payment for tickets, personal checks, credit cards, money orders, and cashier's checks. Any losses resulting from the nonpayment or noncollection thereof shall reduce the gross receipts for that particular performance and shall be borne equally by the parties.

19. (a) The Owner shall have sole control and supervision of the box office. He shall furnish the Treasurer and Assistant Treasurer. The cost of a second assistant treasurer, if necessary, shall be borne by the parties according to their pro-rata share of the box office. The costs of additional personnel to handle box office, mail order, telephone and group

sales, as well as any other expenses attendant thereto, shall be borne equally by the parties, according to their pro-rata share of the box office. All persons handling ticket sales and/or money shall be bonded.

(b) All ticket sales and distribution shall be under the sole control of the Owner. Producer shall not engage in any sales or distribution of tickets without the consent of the Owner. In particular, the Producer may not give or sell tickets to brokers or other parties engaged in the business of reselling same to the general public.

(c) Theater reserves the right to approve of the scale of ticket prices to be sold hereunder.

(d) All tickets must be sold at the full box office price, except group sales which shall be made according to the formula to which both parties agree. Both parties must consent to the sale and cost of any two for one or other discount ticket sales.

(e) The parties shall jointly negotiate any contracts with Group Sales and/or Theatre Party Agents (including the Owner's Group Sales and Theatre Party Department).

(f) The Treasurer is hereby authorized by both parties to endorse checks.

(g) Owner may contract with a credit card company of his own choosing in connection with the sale and distribution of tickets to the Attraction and may retain \_\_\_\_\_% of the receipts from such sales for his own account.

(h) Owner may sell gift certificates and retain \_\_\_\_\_% of the receipts therefrom to cover any sales commissions and costs of distribution and administration thereof.

(i) Producer understands and acknowledges that the Owner may offer and sell tickets to the Attraction as part of his season subscription program, at a discount of not more than \_\_\_\_\_% of the full box office equivalent price of tickets sold thereunder.

20. Either Owner or Producer may terminate this agreement upon the happening of the following event:

[Gross ticket sales must be a minimum of \_\_\_\_\_ for at least two out of any four weeks period.]

[Gross ticket sales fall below a minimum of \_\_\_\_\_ for any two consecutive weeks.]

The party wishing to terminate this agreement under this paragraph must give the other party written notice not later than Monday night, at \_\_\_\_\_p.m. following the aforesaid period. Provided such notice is timely made and delivered, the run of the Attraction shall terminate with the final performance on the following Sunday evening. In the event the Owner exercises his right under this paragraph to terminate the run of the Play, the Owner shall also forfeit all his "exclusivity" rights under paragraph 8 herein, and the Producer may contract to present the Attraction at another theater, in competition with Owner's Theatre, at any time after the run of the play closes at the Owner's Theatre. These provisions shall collectively be known as the "Stop" clause of the contract.

21. Regardless of whether the run of the Attraction terminates because the term of this license has expired, or because either party has exercised his rights under the "Stop" Clause above, the Producer must remove the physical production and all personal belongings from the Theatre not more than \_\_\_\_\_ hours after the final curtain call of the closing performance. In the event Producer fails to remove any property from the Theatre, the same shall be declared abandoned and the Owner may, at his option:

(a) Dispose of same as he shall see fit, without liability or responsibility to the Producer whatsoever; in such event Owner may, but need not, deduct all costs of removal and disposal from any box office receipts and/or security deposits owed to the Producer;

(b) Store all or any part of the property in any facility he chooses, and charge all costs thereof to the Producer; in such event, the Owner may, but need not, deduct all costs of storage from any box office receipts and/or security deposits owed to the Producer;

(c) Sell all or any part of the property; in such event, the Owner may first deduct all costs of sale, and all charges owed to the Owner under this entire contract, from any proceeds of sale; after said deduction, the Owner shall pay all net proceeds to the Producer.

22. At the time of the signing of this Agreement, the Producer shall deposit with the Owner security, in the form of cash or a bond, in the amount of

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dollars (\$\_\_\_\_\_ ) to guarantee his performance hereunder. No interest shall be payable on same. In the event the Producer performs all of his obligations hereunder, then, within \_\_\_\_\_

\_\_\_\_\_ days after the final curtain on the closing performance of the Attraction, the Owner shall refund in full the Security Deposit. In the event the Producer breaches any of the terms of this Agreement the Owner may deduct all sums owed to the Producer therefrom and shall then return the balance, if any, thereof, accompanied by a written statement of all deductions therefrom. Producer may not assign or otherwise encumber this Security Deposit. Owner shall not be bound to honor any purported assignment or encumbrance thereof.

23. In the event the Producer fails to present the Attraction at the time aforesaid, he shall forfeit the security deposit as described in paragraph 22 above, regardless of the reason for the nonpresentation. In addition, Producer shall also reimburse the Owner for any costs or expenses which the Owner has incurred in anticipation of the presentation of the Attraction.

24. Producer understands that the Theatre has an exclusive contract to supply programs for its Attractions with \_\_\_\_\_ (“Program Supplier”). Under this contract, the Program Supplier has complete and total control over the content and format of the Programs, subject to the rules of all collective bargaining agreements. Producer agrees to use the Program Supplier and no other, for all programs distributed in connection with the Attraction (except souvenir books), and shall furnish to the Program Supplier all materials and information required in sufficient time to prepare the programs for the Attraction.

25. Producer acknowledges that the Owner is obligated under certain collective bargaining agreements with various unions whose members render services to the Owner and that the Producer is familiar with the terms of all such agreements. Producer shall at all times adhere to said contracts and shall take no action which may impair or otherwise violate same. In particular, the Producer shall observe all safety rules and regulations required by the unions for the benefit of their members. In addition, the Producer shall not, without the consent of the Owner, seek any special rulings or determinations from any collective bargaining agents which may affect the interests of the Owner. Producer acknowledges, however, that the Owner may, without the consent of the producer, during the term of this Agreement, enter into negotiations for the renewal or modification of existing collective bargaining agreements with the unions, and the outcome may affect the Owner’s costs and the charges payable by the Producer under this agreement.

26. All sums due hereunder to the Owner shall be a first lien against any money due to and property owned by the Producer.

27. [Producer shall be solely responsible for the cost of advertising, publicity, and promotion for the Attraction.]

[Alternate]

[The parties shall divide the cost of advertising, publicity, and promotion, according to the following formula: \_\_\_\_\_ percentage paid by the Owner; and \_\_\_\_\_ percentage paid by the Producer. It is estimated at this time that the total cost of advertising, publicity, and promotion for this engagement of the Attraction shall be \_\_\_\_\_, or as subsequently agreed upon by the parties.]

28. (A) At all times prior to, during, and thereafter the engagement of the Attraction, while any property, person, or thing of the Producer, his employees, agents, or assigns, and/or any property, persons, or thing of any person, firm, corporation, limited or general partnership, or any other person or entity for whom the Producer accepts or assumes liability is on or about the premises, the Producer shall carry insurance of the following types and minimal limitations of liability:

(i) Worker's Compensation Insurance with statutory limits, including Employers Liability coverage with at least the following minimal limits:

Bodily Injury by Accident: \$ \_\_\_\_\_ each accident

Bodily Injury by Disease: \$ \_\_\_\_\_ policy limit

Bodily Injury by Disease: \$ \_\_\_\_\_ each employee

(ii) Comprehensive General Liability/Personal Injury/Bodily Injury:

\$ \_\_\_\_\_ per occurrence

Comprehensive General Liability/ Property Damage

\$ \_\_\_\_\_ per occurrence

(iii) All Risks

\$ \_\_\_\_\_.

[An amount sufficient to cover the full replacement cost of all property.]

"All Risks" must include, but shall not be limited to, damage and destruction to property caused by, or as a consequence of, the following perils: burglary, theft, riots, strikes, vandalism, malicious mischief, floods, aircraft or vehicles striking the building, fire, Acts of Nature, collapse, explosions, Acts of Terrorism. The Producer's insurance policies must waive subrogation against the Owner or any entity affiliated with the Owner.

(iv) Umbrella Liability

\$ \_\_\_\_\_

(B) All insurance coverage shall be at the Producer's sole expense.

(C) All insurance policies shall name the Owner, and any corporation affiliated with Owner, as co-insured.

(D) At least \_\_\_\_\_ days prior to Producer's first use of the Theatre, Producer shall cause to be delivered to Owner a certificate of insurance, and proof of premium payment thereof, evidencing the above described coverages. Upon Owner's request, Producer shall, in addition thereto, furnish to Owner true and correct copies of the actual policies thereof. Until such evidence of insurance is delivered in a form satisfactory to the Owner, the Producer and his agents, employees, and other personnel under his control are prohibited from entering upon or using the premises of the Theatre.



(E) All insurance policies must contain an endorsement giving the Owner at least 30 days advance written notice of cancellation, nonrenewal, or any material change in the policy limits or coverage.

(F) All insurance policies must provide coverage over the persons and property of third parties entering upon the premises.

(G) For all purposes hereunder, particularly but not limited to Comprehensive General Liability and Umbrella Liability Insurance, required to be carried by the Producer as aforesaid, liability shall be apportioned as follows:

(i) Any acts, omissions, occurrences, or other incidents arising out of or relating to the operating of the Theatre, the Owner shall accept primary responsibility;

(ii) Any acts, omissions, occurrences, or other incidents arising out of or relating to the presentation of the Attraction, the Producer shall accept primary responsibility.

(H) Notwithstanding any of the foregoing, the Producer shall hold the Owner and any corporation or entity controlled by him harmless and indemnify him for any claim, demand, judgment, costs, attorney's fees, or losses incurred to any person, property, or thing brought into the theatre by the Producer.

(I) Notwithstanding any of the foregoing, the Owner shall hold the Producer and any corporation or entity controlled by him harmless and indemnify him for any claim, demand, judgment, costs, attorney's fees, or losses incurred to any person, property, or thing brought into the Theater by the Owner.

29. The parties understand and agree that certain events beyond their individual control may affect the presentation of the Attraction ("Force Majeure"). These events include, but are not limited to, any of the following: war, acts of terror, public emergency, strikes, fires, government restrictions, interference with or interruption of transportation, casualty, physical disturbance, Acts of Nature, calamity of any kind whatsoever, and the like. In such event:

(A) If the Owner may perform his obligations under this agreement, but Force Majeure prevents the Producer from performance, then the Producer shall remain fully obligated to perform all of his duties under this agreement, including, but not limited to, making all payments required hereunder, as if the Force Majeure had not occurred;

(B) If Force Majeure otherwise prevents either or both parties from performance hereunder, all of the Producer's obligations hereunder shall be suspended or excused until such time as the circumstances causing force majeure shall have ended, except, however, the Producer shall remain obligated for all payments required hereunder. The Owner's obligations shall be excused or suspended until such time as the circumstances causing force majeure shall have ended.

(C) In any event causing force majeure, the Owner shall not be liable to the Producer for any expenses, costs, lost profits, or any other incidental or consequential damages, occurring because of force majeure.

(D) In the event the circumstances causing force majeure cannot be cured or resolved, in Owner's sole discretion, the Owner may terminate this agreement, without liability therefore, upon twenty-four (24) hours written notice to the Producer.

30. Producer is required to continue the run of the Attraction during all times in which the contract remains in force, until said agreement terminates under its terms or in accordance with any other provisions herein. Producer expressly may not close the play, even for brief periods of time, whether because of holidays, the vacation or illness of any

star or other personnel, or for any other reason, except with the written consent of the owner.

31. This agreement may not be assigned, transferred or encumbered by either party, except:

(A) The Producer may assign this agreement to a corporation, which he controls, or to a limited partnership or joint venture organized by the Producer, of which he remains a general partner, which will produce the Attraction. In any such assignment, the Producer shall remain liable for all obligations hereunder. No such assignment shall become effective until (i) the assignee executes a written copy of same; and (ii) the assignee assumes, in writing, all of Producer's obligations hereunder; and (iii) said written assignment and assumption thereof are delivered to, and accepted by, the Owner.

(B) Owner may sell, transfer, or otherwise assign all of his rights and obligations under this agreement (including the title or leasehold to the Theater), without notice to or consent of the Producer. Provided the transferee assumes all of Owner's obligations hereunder, the Owner will be released from all responsibility, obligations, and liability herefrom. Owner may transfer any security deposits or other sums due and owing to the Producer to the transferee. Provided the transferee assumes all of Owner's obligations to hold such security deposit and other sums in conformance with the terms of this agreement, the Owner will be released from all liability therefore and will owe Producer no further responsibility therefore. The return of any security deposit or other sums due to the Producer will be the sole responsibility of the Owner's transferee.

32. Notwithstanding any other provision of this agreement, the parties expressly and specifically intend that this arrangement is a license for the mere use and occupancy of the Theatre for the sole purpose of presenting the Attraction as aforesaid. Legal title to the Theatre shall remain with the Owner at all times hereunder. The Producer may not operate or engage in any other business or activity therein, without an additional, written agreement signed by the Owner. This Agreement is not intended to create and should not be construed as creating a partnership, joint venture, or landlord-tenant relationship between the parties.

33. This Agreement shall constitute the whole contract between the parties. No amendment, modification, consents, or waivers of any of its provisions shall be effective unless contained in a writing attached hereto and signed by both of the parties.

34. In the event of dispute, claim, disagreement, or conflict arising out of this agreement, the parties agree to submit same to an arbitrator in the city of \_\_\_\_\_, under the Commercial Rules of the American Arbitration Association. The arbitrator is specifically permitted to award to the prevailing party, all costs, attorney's fees, witnesses' fees, travel expenses, and all other charges incurred by reason of the hearing. Judgment upon any award so granted may be entered by any court of competent jurisdiction.

35. Notices required herein shall be directed to the parties at the following addresses:

\_\_\_\_\_ (Producer)

\_\_\_\_\_ (Owner)

All notices shall be sent by certified mail, return receipt requested, and shall be effective on the date of mailing.

In Witness Whereof, the parties have hereunto set their hands and seals this day and date.

\_\_\_\_\_ (Producer)

By: \_\_\_\_\_ (Title)

\_\_\_\_\_ (Owner)

By: \_\_\_\_\_ (Title)

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Attorney, producer, and playwright Charles Grippo is the author of *Business and Legal Forms for Theater* and *The Stage Producer's Business and Legal Guide*.