

Facilities Rental Agreement, Exhibit A, Terms and Conditions

This Facilities Rental Agreement, Exhibit A for the rental of a specific portion of the Luther Burbank Center for the Arts ("the Center"), located at 50 Mark West Springs Road, Santa Rosa, California, is entered into as of the date first set forth on the License Agreement - Schedule A, attached hereto and included herein, ("Effective Date") by and between the Luther Burbank Memorial Foundation ("Landlord") and Client listed under the Agreement ("Renter"). The Terms and Conditions set forth Whereas Renter desires to rent the Center, or a portion thereof: NOW, THEREFORE, contained herein, the parties agree as follows:

- LICENSED AREAS AND LICENSE PERIOD:** Landlord shall rent to Renter the premises, rooms or areas, hereafter referred to collectively as "the Facilities" for the times as indicated under Access In and Access Out on the Schedule A.
- RENTAL FEES:** Renter shall pay to Landlord as rent for the use of the Facilities as provided herein as indicated in the Summary of Charges set forth on Schedule A. Unless otherwise provided in writing, all fees and charges and signed agreement owed by Renter to Landlord shall be paid to the Center on the contractual dates listed on the agreement. The final balance shall be due no later than 30 days prior to the Access In date as set forth on Schedule A. Unless expressly set forth herein, under no circumstances shall Renter have the right to offset or withhold signed agreements, any rent or fees due to Landlord pursuant to this Agreement. In the event the signed agreement, deposits and balance on contracts are not received within 30 days of the contractual due date the Landlord reserves the right to release the event date and cancel all events being held.
- DEPOSITS:** Renter shall pay to Landlord upon executive of this Agreement the contracted deposit. All refundable deposits are held as a "Security Deposit". Renter is responsible for any damage to the building, structures, equipment, furniture, fixtures and furnishings and all contracted items that include number of guests, time frame, security, alcohol usage and setup during the Rental Period and Rented venue. Deposits shall be retained by Landlord to the extent the facilities are not left in an acceptable condition or the contracted Agreement is breached as determined by Landlord. Following Renter's use of the Facilities or to the extent the space and/or equipment, furniture, fixtures and furnishings are damaged in any way or the contracted Agreement is breached. If no damage was incurred during the event or the Agreement was not breached Center shall return the deposit to the Renter within 60 days post-event. Any non-refundable deposits will be used towards the contracted amount as a deposit to secure the event date with the Landlord. No refunds will be returned.
- SECURITY:** Renter shall contract for security on all events serving alcohol or events over 200 people. Landlord will supply security guards and will be included in the contracted Agreement. No outside security will be allowed. Landlord requires one (1) guard per every 100 guests attending. Landlord reserves the right to add additional security based on the flow of the vent and type of alcohol service.
- FINAL GUARANTEE:** Renter shall give final guarantee with the Events Department during the advancement of their event. If the number of guests exceed the final guarantee less than 3 days prior to the event date by ten (10) Landlord shall reserve the right to charge additional labor
- CANCELLATION:** If Renter cancels or post-pones the planned event within the following timeframes listed below, Renter shall forfeit or owe to, the percentage listed based on the timeframe of cancellation. Notwithstanding any other provision of this Agreement, Landlord shall have the absolute right to terminate all or any portion of this Agreement upon thirty (30) days written notice. Further, Landlord May terminate this Agreement at any time when the Center, Facilities or any portion thereof are required for public necessity or emergency use. In the event of termination under public necessity or emergency use only, all monies shall be refunded.

Date of Cancellation	% of Contracted Amount Owed
Cancellation between date of signing contract and 120 days prior to event date	40%
Cancellation between 199 days and 90 days of event date	60%
Cancellation between 89 days and 60 days of event date	75%
Cancellation between 59 days and date of event	100%

*Events labor is scheduled in advance, notification of cancellation less than seven (7) days prior to event date are subject to additional labor charges based on the type of event. Landlord reserves the right to cancel the event at anytime due to unforeseen circumstances or the withholding of signed agreements and payments and/or deposits.
- MULTI-USE FACILITY:** Renter acknowledges that the Center is a multi-use facility and that no exclusive right to the use of common areas is herein granted. Renter further acknowledges that other events may be booked in areas adjacent to or near the Facilities rented under this Agreement. Renter agrees to adjust sound levels, parking and traffic flow (motor vehicle or pedestrian) as directed by Landlord's representatives.
- DESCRIPTION OF SERVICES, PERSONNEL, MATERIALS AND EQUIPMENT; REQUESTS FOR ADDITIONAL INFORMATION:** Renter shall no later than the Effective Date provide Landlord with a complete and accurate written description of the nature and type of Event as set forth on Schedule A ("the Event Description") including, without limitation, an enumeration of all service and personnel requirements of Renter and all materials and equipment to be used in connection with the Event. Services requirements to be enumerated shall include, without limitation and by way of example, food, beverage, table and linen services as well as any technical services as may be required in connection with the Event. Personnel requirements to be enumerated shall include, without limitation and by way of example, performers, stage crew personnel, lighting and sound technicians, box office personnel, ushers, caterers, valet personnel and security officers. Landlord may from time to time request from Renter additional information regarding the Event.. Renter shall in such case promptly respond to any such requests in writing (unless Landlord's request for such additional information was delivered to Renter in some manner other than writing in which case Renter's response may be delivered in writing or in the same form as which the request was made.) Should Renter determine subsequent to the delivery of the Event Description or response to a subsequent request for additional information that the information contained therein is inaccurate, incomplete or misleading, Renter shall promptly, but in no event later than fourteen (14) days prior to commencement of the Rental Period, deliver to Landlord written notice fully detailing and correcting any information that is inaccurate, incomplete or misleading. Landlord reserves the right to charge reasonable fees or to deny or disallow any changes, additions or omissions from those descriptions as contained in the Event Description. Renter shall no later than fourteen (14) days prior to the holding of the Event deliver to Landlord a copy of all performance and technical riders between Renter and performing groups.
- HOLD HARMLESS; INDEMNIFICATION:** Renter shall hold harmless, defend and indemnify Landlord, its employees, officers, directors, representatives, agents and any other persons holding an interest in the Center (collectively referred to hereafter as the "Indemnified Parties") from and against any liability, lawsuit, action, claim, damages, cost or expense owed to or alleged to be owed to or brought by or on behalf of Renter, its employees, officers, directors, representatives, agents and any other persons arising out of or in connection with the transactions and use of the Facilities contemplated by this Agreement including without limitation loss of life, personal injury, property damage and lost profits.
- INSURANCE:** Renter shall at its sole cost and expense maintain in full force and effect during the Rental Period, including any extensions thereof, and during renter's actual use and occupation of the Facilities as herein provided, bodily injury, personal liability and property damage insurance naming **The Luther Burbank Memorial Foundation, its Board of Directors, employees, agents and representatives, as additional named insured's** with primary coverage, whether or not such additional named insured's shall have other insurance coverage against any losses covered by the insurance to be provided under this paragraph. Insurance policies to be maintained by Renter under this paragraph shall be for coverage amounts not less than one million dollars (\$1,000,000) single limit covering bodily injury, personal injury, and property damage (including legal liability for damage to property of "Landlord") arising out of or in any way connected with Renter's occupancy or activities in connection with this Agreement. Renter shall no later than 30 days prior to event date deliver to Landlord a certificate of insurance showing the minimum coverage limits as provided in this paragraph, the additional named insured's and the policies may not be cancelled without thirty (30) days advance written notice of such pending cancellation being delivered to Landlord.
- RENTER PROPERTY REMOVAL:** Renter shall upon termination of the Rental Period promptly remove from the Facilities all property belonging to Renter or caused by Renter to be brought upon the premises. Any property not promptly removed may be sold or otherwise disposed (including storage of such property at Renter's expense) by Landlord in such manner as Landlord deems appropriate. Renter shall reimburse Landlord for all costs incurred in disposing of or storing Renter's property. Renter waives all requirements of notice of any sale or other disposition of such property and expressly grants to Landlord the right to sell such property and to retain the proceeds there from.
- CONDITION OF PREMISES; VACATING PREMISES:** Landlord shall provide regular housekeeping services in connection with the rental of the Facilities as contemplated hereunder. Notwithstanding, Renter shall maintain the Facilities and all adjacent areas in a clean and safe condition at all times. Props, costumes, musical instruments and other items to be used in connection with the Event shall be stored in designated areas when not in use. Upon expiration of the Rental Period, renter shall promptly vacate the Facilities and return same to Landlord in as good condition and repair as at the commencement of the Rental Period.
- TICKET SALES RETENTION; CREDIT CARD PROCESSING CHARGES:** Renter is responsible for understanding terms and conditions of Box Office Ticket Services and paying all applicable fees. Renter is financially responsible for credit card processing charges incurred from Renter's ticket sales. In final reconciliation landlord shall retain the specific fee assigned to the client listed on the Facilities Rental Agreement final reconciliation terms and conditions note. The Retention Amount shall be applied by Landlord against any returned checks or credit charges as well as to ensure Renter's other obligations under this Agreement. The balance of the Retention Amount remaining after payment of any charges and satisfaction of obligations as provided by this paragraph shall be paid to Renter. Ticket Prices: Renter shall sell tickets only for such prices as advertised.
- OPENING HOURS:** Landlord shall open the doors to the Facilities at the time as advertised by Renter in connection with the Event, but in no case later than one-half hour prior to the scheduled performance time of

- the Event. Renter's employees shall be in place and ready to accommodate persons attending the Event by the time the doors are opened.
- CONCESSION SALES:** Landlord reserves the right to operate for its own account, or contract for the operation for its own account, all concessions ancillary to the Event including without limitation all concessions for the dispensing and sale of food, alcoholic and nonalcoholic beverages, programs, souvenirs and novelties. Renter is responsible for safeguarding against and absorbing any loss by Landlord of sales and/or concessions. Upon written consent of Landlord, Renter and any exhibitors or other persons caused by Renter to come on the premises may distribute free samples of food stuffs or beverages. Renter may be granted to serve own concessions on a case by case basis and must have final approval by Center.
- ADVERTISING & PUBLICITY:** No signs or advertisements shall be placed in, on or about the Center or its premises without the prior written consent of Landlord. Renter shall not publicize nor cause to be publicized, in any manner, any performance or Event authorized prior to the Effective Date. All advertising and publicity materials used in connection with the Event with references to the Center shall be made as follows: *Luther Burbank Center for the Arts*. All posters, flyers, newspaper, television and other visual advertisements or publicity shall be printed in such a manner that the Event sponsor appears in larger and bolder type than the name *Luther Burbank Center for the Arts*. All advertising for fund-raising events shall clearly indicate the name of the nonprofit organization for whose benefit the event is being conducted.
- BROADCASTING:** The Event shall not be broadcast, televised, or in any manner recorded for reproduction without the prior written consent of Landlord. Renter shall pay in advance of any broadcast or recording all expenses pertaining thereto, including any insurance coverage as may be required by Landlord. Renter shall hold Landlord harmless from any and all claims of whatever nature that may be brought in connection with such broadcasting or recording.
- COPYRIGHTS:** Renter represents and warrants that nothing contained in any performance or materials rendered or provided in connection with any of the transactions contemplated under this Agreement violates or infringes upon any copyright, patent, right of privacy or other statutory or common law rights of any person. Renter shall hold harmless, defend and indemnify Landlord with respect to any and all claims alleging any violation or infringement of copyright, patent, right of privacy or other statutory or common law rights of any person.
- SEATING CAPACITY:** Renter shall not sell, give away or otherwise distribute or permit to be sold, given away or otherwise distributed any number of tickets or passes in excess of the capacity of the Facilities as determined by Landlord.
- COMPLIANCE OF LAWS:** Renter, its agents and employees, shall comply with all laws, ordinances, rules and regulations as prescribed by any government authority or agency. Renter shall further comply with all rules and regulations of Landlord for the use and occupancy of the Facilities.
- ENTERTAINMENT MORALS:** No performance, exhibition, or entertainment that is illegal under any law or ordinance shall be allowed at the Center or the Facilities
- CONDUCT; SECURITY; EARLY TERMINATION:** Renter shall be solely responsible for the orderly conduct of all persons using the premises by its invitation, either expressed or implied. Landlord reserves the right to eject or cause to be ejected from the premises any person or persons whose conduct is deemed by Landlord to be unlawful or otherwise objectionable. By way of example and without limitation, such objectionable conduct shall include unlawful or excessive use of alcoholic beverages, intoxication, illicit drug use, excessive and unnecessary noise, use of profanity, verbally or physically abusive behavior, the making of threats, possession of firearms or other weapons, fighting and dangerous or inappropriate use of motor vehicles. Renter shall provide at Renter's expense, adequate security protection as Landlord shall determine is appropriate to maintain order on and about the premises; failure to provide adequate security protection will result in Landlord providing same at Renter's expense. Landlord shall have the right to immediately terminate or restrict any Event being conducted on or about the Facilities if in Landlord's sole determination such termination or restriction is warranted for the protection of life, prevention of injury or the preservation of property. In the event that Landlord exercises its right to immediately terminate or restrict any Event, Renter shall not be entitled to any refund of any deposits or other monies paid and shall promptly pay to Landlord any additional costs or expense that results from such termination or restriction of the Event.
- BUILDING CONTROL; KEYS:** The entrances and exits of the Facilities shall be unlocked at such times as may be required for Renter's use. The keys to the premises shall at all times be in the possession and control of Landlord. Landlord and its representatives shall have the right to enter any portion of the Facilities, and the premises at all times
- LOST ARTICLES:** Landlord shall collect and retain custody of lost articles left in the Facilities by persons attending the Event.
- FLAMMABLE MATERIALS:** No flammable materials, such as bunting, tissue paper, crepe paper, etc. shall be permitted to be used for decorations. All materials used for decorative purposes must be treated with flame proofing and approved by the fire department in accordance with Title 19 of the California Code of Regulations.
- DELIVERIES:** Solely as an accommodation to Renter, and without accepting any liability, Landlord will accept delivery of shipments of property delivered to Renter at the Facilities. Landlord shall not be responsible for any loss or damage to or of such property and Renter waives any claim it may have as against Landlord, its employees, representatives and agents that may be brought in connection with the delivery and acceptance of delivery of such property.
- OBSTRUCTIONS:** Renter shall not do, nor permit to be done, anything that interferes or may interfere with the effectiveness or accessibility of utility, heating, ventilating or air conditioning systems or any portions thereof. Renter shall not do, or permit to be done, anything that interferes or may interfere with free access and passage throughout the Facility or the public areas adjacent thereto. Exhibit Entrance: All articles, exhibits, fixtures, materials, displays, etc. shall be brought into or taken out of the Facilities at such entrances and exits and at such times as may be designated by Landlord.
- OCCUPANCY INTERRUPTIONS:** In the event Center, or any part thereof, shall be deemed unsafe, destroyed or damaged by fire, earthquake, flood, or any other cause, or in the event of any casualty or unforeseen occurrence, including without limitation loss of utilities, loss of internet services, judicial rulings, strikes, labor disputes, war, acts of God, act of terrorism, or acts of military authorities, that would render the fulfillment of this Agreement impracticable or impossible (I) this Agreement shall terminate; (ii) Landlord reserves the right to move Renter to another location within the facility if available; (iii) Landlord shall not be liable to Renter for any damages (including without limitation damages resulting from loss of profits or any consequential damages even if such damages are foreseeable); (iv) Landlord shall be relieved from any further liability under this Agreement; (v) no claims for compensation, damages, or otherwise shall be made against Landlord by Renter; and (vi) any rental fee for the unused portion of the Rental Period shall be refunded to Renter.
- RENTER NOT AN AGENT OF LANDLORD; INDEMNIFICATION:** Renter is not an agent of Landlord. Renter has no authority, and none is given, to bind Landlord to any contract or other obligation. Renter alone is responsible and otherwise liable for all acts or omissions of Renter, its officers, employees and representatives. Renter further agrees to hold harmless, indemnify and defend Landlord, its officers, employees and representatives, from and against any and all claims, of whatever nature, brought with respect to any act or failure to act by Renter, its officers, employees or representatives.
- LIMITATION ON LIABILITY:** Renter agrees that under no circumstances shall Landlord be liable to Renter for any incidental, special, or consequential damages of any nature whatsoever, such as, but not limited to, loss of revenue, loss of anticipated profits, or other economic loss, even if Landlord has been advised of the possibility of these damages.
- NO REPRESENTATION OF SUCCESS:** Renter acknowledges that Landlord has made no representations, warranties, or guarantees as to the potential volume of tickets sales or the possible or expected success of the Event. Renter further acknowledges that in entering into this Agreement Renter is not relying upon any representation, warranty, or guarantee by Landlord (including any of Landlords, employee, agents, volunteers, or independent contractors) except for representations, if any, expressly set forth in this Agreement.
- RIGHT TO WITHHOLD REVENUE:** Notwithstanding paragraph 11 hereof, Landlord expressly reserves the right to withhold any revenue, proceeds, Security Deposits, or other monies received or held by Landlord incident to Renter's production of the Event or otherwise pursuant to this Agreement to satisfy any obligation of Renter, including without limitation Renter's indemnification obligations, under this Agreement
- NO THIRD PARTY BENEFICIARIES:** Except as expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto, or their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.
- GOVERNING LAW; VENUE:** This Agreement shall be governed by and construed under the laws of the State of California without regard to the conflict of laws rules of such state. The parties hereby acknowledge and agree that this Agreement was made and shall be performed in the County of Sonoma in the State of California, and hereby consent to the exclusive jurisdiction and venue of such county.
- ACCEPTANCE:** By signing the **Facilities Rental Agreement the Renter agrees to all Terms and Conditions set forth in the Facilities Rental Agreement – Schedule A, Terms and Conditions Exhibit A and Venue Ancillary – Exhibit B.**