



Contract Version 12-10-2017

THIS AGREEMENT executed as of XX-XX-XXX,

By and between **DURHAM PERFORMING ARTS, LLC** herein called DPAC,

And _____, herein called LESSEE.

Lessee:	<ul style="list-style-type: none"> Official corporate name Address Corporate officer name and title of the contract signer
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WITNESS

That in consideration of the mutual agreements herein contained, DPAC hereby leases to LESSEE and the LESSEE hereby accepts, subject to the terms and conditions herein set forth, rental of the DPAC and its facilities for the events and period(s) described below:

Event Title:	
Event Description:	

Day & Date	Set-up Begins	Doors Open	Event Begins	Event Concludes	Ticketed Capacity



- The terms contained in this agreement supersede all prior contract drafts, discussions, offers or representations made in connection with this event.
- Lessee must return signed contract along with all applicable rental payments and other deposits within 14 days of the executed date noted above, or all terms are null and void.
- Said premises are to be used by Lessee for above described event(s) only and for no other purposes whatsoever. Any change in the capacity or hours of the event can result in additional charges.
- The Lessee shall not assign this agreement or any rights hereunder nor sublet premises without written consent of DPAC.
- DPAC does not warrant any event exclusivity or offer date protection versus other similar events which may be placed on our schedule regardless of event type (concert, comedy, theatrical, etc.) or musical genre (rock, country, R & B, etc.).



1) Event Charges:

<u>X</u>	Flat Rate – See Addendum A
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Day & Date	Activity	Flat Rate Charge		Total Rental Charges capped at:
<ul style="list-style-type: none"> Charges above includes Rent, Event Staff, Housekeeping & Clean-up, Production Equipment (Sound and Lights), Public Safety Staff (Police, Fire Watch, Traffic Control & Pedestrian Crossing Guards), Ticketing, Security, and Utilities 				
<ul style="list-style-type: none"> *501c-3 non-profits and public schools may apply for 10% discount for any events on Monday, and Tuesdays. 				

Additional charges / fees not included in the Flat Rate Rental Package above:

- Catering – As required by guests, cast, crew or performers
- Insurance - .55 cents per attendee
- City of Durham Facility Fee - \$3.50 per paid ticket
- Credit Card Fees – 5% of Gross Sales
- Performance Rights Fees – 1% of Gross Sales (ASCAP, BMI, SESAC)
- Production Staff (stagehands) – As required by production
- Services for Guests with a Disability – As requested by ticket buyers
- State of NC – 7.5% Sales Tax
- Video Projection (Screens, Cameras and Operators)



<u>X</u>	Ala Carte – See Addendum B
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Day & Date	Activity	Based Rental Charge	Versus (% of Gross Ticket Sales)	Total Rental Charges capped at:
		\$10,000	12.5%	\$20,000

- Over and above the base rental charges, Lessee is responsible for Event Charges for personnel, services, supplies, equipment and miscellaneous charges including both those required by DPAC and those requested by the Lessee for the event listed above.
- These event charges are set forth for Addendum B which is attached and made part of this contract. In reviewing these event charges please note there are two types of charges as detailed below:
 - Fixed Charges that have flat and guaranteed rates for certain personnel, services, supplies, equipment and miscellaneous charges. These charges are undocumented and billed at the pre-determined established flat rate.
 - Variable Charges are those that are dependent on actual use for personnel, services, supplies, equipment and miscellaneous charges. These charges will vary based on each event and will be documented at the conclusion of the event.
- Attached to this contract and labeled as Addendum B is an outline of all event charges, both fixed and variable, that may be associated with this event.
- Lessees acknowledges that some Event Charges listed in Addendum B as “variable” charges, are estimates and understands that lessee is responsible for actual charges that may run higher or lower from the pre-event estimates in Addendum b.



2) Payment Terms and Settlement:

a) Lease Agreement will be binding under the following conditions:

All payment(s) must be in the form of certified or cashier check(s) made out to ***Durham Performing Arts LLC.***

b) Deposit:

\$10,000	<ul style="list-style-type: none">• A non-refundable deposit is due and payable to the DPAC with the return of this contract.• The event should not be publicized and tickets sales may not begin until the check has cleared.• Please note: Ten business days are required from the time of contract execution and deposit payment until the show should be scheduled for tickets to go on sale.
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c) Event Charges:

\$20,000	<p>If gross ticket receipts have not exceeded \$100,000, a deposit toward remaining event charges for personnel, services, supplies, equipment and miscellaneous charges as listed in the attached Addendum A/B are to be paid to DPAC, upon request, no later than 10 business days before the event. Failure to make this payment can result in cancellation of rental contract and forfeiture of all funds on deposit.</p>
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d) Refunds: In no case shall any refunds of rental charges or deposits for event expenses, be made except when DPAC is unable to deliver possession of the rented premises in accordance with the rental agreement. Should the Lessee choose to relocate the event to another facility or cancel the event, DPAC shall receive the full rental fee plus any applicable event charges for personnel, services, supplies, equipment and other miscellaneous charges that are incurred before the relocation or cancellation.

e) Settlement: Unless otherwise agreed, a final settlement of event charges, revenues and rent shall occur at a mutually agreed upon time, one business day after the event. The deposit for event charges such as outlined in (b) above, will be applied to fixed and



variable charges to arrive at the balance due to DPAC or lessee. Any unpaid balance due must be paid to DPAC upon demand if DPAC has not retained enough revenue from deposits and ticket sales to cover defined show expenses. Lessee must also furnish a completed W-9 (Taxpayer Identification Number and Certification) prior to any payments being made to lessee.

3) Defined Rental Space:

- a) ____ Stage / and Backstage including loading dock and dressing room areas
- b) ____ Lobbies including restrooms and downstairs Broadway Lounge – Private Hospitality Area
- c) Seating Area:
 - ____1,939 capacity
 - ____2,712 capacity
- d) Please note that the following areas are not included as part of this rental agreement; any adjacent parking areas, concessions stands or concession kitchens or prep areas, DPAC’s offices and Box Office, and the new President’s Lounge located in the adjacent Aloft Hotel building.
- e) **Parking:** Please note that DPAC does not own or control any of the nearby parking lots, parking decks or garages. At this time there is not sufficient daytime parking in Downtown Durham on weekdays and thus rental events can take place only in the evening with a start time of 6 pm or later.

4) Facility Fee and Taxes:

- a) City of Durham Facility Fee: A facility fee of \$3.50 will be added to the price of each ticket for events open to the general public. This fee will be deducted at settlement and retained by DPAC for the continued maintenance and future restoration of the performance facilities. With respect to advertising of ticket prices, this charge must be built into the overall ticket price and cannot be noted or footnoted in any advertising or publicity regarding this event.
- b) State of North Carolina - 7.5% Sales Tax on Admissions: The tax must be deducted from the face value of tickets and **cannot be charged as an “add-on”** over and above the established price.



Tax calculation: $(\text{Gross Sales} / 1.075) * 0.075$

- c) State of North Carolina – 4% withholding For Non-resident Personal Services: North Carolina income tax is required to be withheld by payers of non-wage compensation paid to nonresidents for personal services rendered in this State. Refer to North Carolina General Statutes 105-163.1 – 163.24. Please note that if DPAC is paying the artist then we must withhold this income tax. Copy of this regulation is available upon request. Filing and or payment of any other state or local returns and taxes, which may apply, are the responsibility of the Lessee.
- d) Lessee shall be responsible for payment of any and all taxes, permits, fees and other charges arising out of or in connection with the use of the premises by Lessee and Lessee shall indemnify and hold DPAC harmless from any and all obligations with respect to such taxes, permits and other charges.

5) Ticketing:

- a) DPAC shall have complete and sole supervision of the sale and collection of all tickets and at such places as DPAC, in its sole discretion, deems it necessary and expedient including its window, phone and Internet services. All associated service and handling charges paid by the ticket purchaser are retained by DPAC.
- b) Ticketmaster - Online and retail outlet ticketing is contracted to Ticketmaster, a national computerized ticketing service. DPAC reserves the right to use Ticketmaster as the exclusive agent for telephone credit card reservations and all internet ticket sales and all its products and services as approved by DPAC including fan-to-fan resale; and also, to avail itself of all Ticketmaster outlets. Lessee acknowledges that any information obtained through the use of Ticketmaster is proprietary information to DPAC and may not be disclosed or otherwise used by Lessee without DPAC's prior written consent. Lessee agrees that wherever and whenever it advertises its production it will add the availability of ticketing through Ticketmaster and include Ticketmaster's website address. Lessee shall not enter into any form of sponsorship arrangement or any other arrangement which either directly or indirectly involves the secondary market, resale, marketing or promotion of tickets for the event in the secondary market or resale market without the prior written approval of DPAC which approval may be withheld for any reason in DPAC's absolute discretion.



- c) DPAC shall have complete custody and control of monies received from the sale of tickets wherever sold and admission fees wherever received. All such funds shall be the rightful property of DPAC, for the purpose of applying same in accordance with the terms and conditions of the agreement toward payment of any balances for rent and/or otherwise due or to become DPAC's for any purposes whatsoever.
- d) Artist CD Downloads – If the show requires a fee to be charged to each ticket buyer as part of a promotional CD download offer, such fees are taxable and must be included in the established ticket price net of the facility fee.
- e) Charity Donations - If the show requires a dollar amount to be added to each ticket for a dedicated charitable donation, such charitable add-ons will be added over and above established ticket price net of the facility fee. DPAC will issue a check directly to the designated charity which must first provide proof of non-profit status and an IRS 501(c)(3) designation.
- e) Add-ons to Established Ticket Price: Other than a charitable donation dollar amount described amount, DPAC cannot “add-on” or “bump” any fees or dollar amounts over and above the established ticket price (net of the facility fee) which is documented in the Box Office Settlement.
- f) Artist Fan Clubs: Lessee on behalf of the act / promoter / artist management may request up to eight percent (8%) of the “sellable seats” per event in total for distribution through a legitimate artist fan club outside of the Ticketmaster ticketing system, as long as all ticket sales are completed at the time that tickets are made available to the general public (e.g., “Public On sale”) on the Ticketmaster system. To ensure that the general public has access to good seats, this 8% should be evenly distributed throughout the venue and over various seating categories. Fan club ticket distribution can occur either through an artist branded members-only website (no ticketing vendor branding) or via traditional mail order channels. Fan club tickets cannot be sold by phone or outlet. Tickets sold at fixed price and by auction are all counted toward the 8% limit and all auction sales should be done in line with the branding requirements discussed above. For more details on Fan Club sales please refer to the attached Addendum C.
- g) Consignment Sales: DPAC does not offer the option of consigning any seats to a lessee for any purposes including telemarketing, group sales, subscriptions, door-to-door or other grass roots sales efforts.



- h) Group Sales by DPAC: If lessee prefers groups to call DPAC and place their orders directly, there will be a group minimum of 12 per order and the service charge for Groups will be \$5.00 per ticket. The charge for this service is 10% of the price of each group ticket.
- i) Complimentary Ticket Limit: Under no circumstances will DPAC allow more than 10% of the total inventory to be issued as complimentary tickets by the Lessee. Under no circumstances can complimentary tickets be resold at any price or included with dinners, transportation, sponsor or other benefits in packages that are offered for sale.
- j) Bad Checks: DPAC will exert every caution against bad checks from customers and will make every effort to collect such, but ultimate responsibility is that of the Lessee.
- k) Discount Approval: Discounted tickets must be approved in writing by DPAC and adhere to the following conditions:
 - i) Buy One, Get One Free or any other half price offers will not be approved.
 - ii) Discount marketing channels like Groupon, Living Social, Gold Star or Travel Zoo are not allowed.
- l) House Seats: DPAC reserves the right to have and use, without charge, a minimum of thirty (30) reserved seats per performance and also to reserve for purchase a minimum of twenty (20) additional seats per performance with charge up to 72 hours prior to curtain time. These seat locations are at the discretion of DPAC.
- m) Box Seats: DPAC reserves the right to use at no charge, twenty (20) box seats which are dedicated for use by Corporate donors as part of the City's operating agreement of DPAC. These seats are under long term agreements and not sold individually for any one event. Box seats are not included on the manifest of sellable capacity and not calculated into the gross receipts from ticket sales.
- n) Exchanges: For shows at DPAC with multiple performances, we require the lessee to offer exchanges into later performances up to 72 hours before each show. During inclement weather, we suspend these rules and try to accommodate exchanges for another later date of the same show. Customers must contact us with this exchange request no later than six hours before show time. Tickets can only be exchanged for another performance of the same show.



- o) Refund of Ticket Revenue: DPAC retains the right to make determination of ticket refunds for cause, in keeping with DPAC policy of retaining public faith. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment; failure of act to show or to go on stage within reasonable time of schedule provided by the Lessee.
- p) Reserved Seating / All events Ticketed:
 - i) For events where tickets are **sold** to the general public, seating must be reserved, no general admission ticketing is allowed.
 - ii) For events **without an admission charge**, all events must be ticketed regardless of whether general admission or reserved seating is selected.

6) Data Privacy:

- a) Data privacy laws and policy prevent us from releasing customer data (name, address, email address) to any third party including rental clients or co-promoters. Federal Anti-Spam laws, established to protect the rights of consumers, require organizations to solicit only those customers who have specifically agreed to receive emails from that organization. DPAC's Privacy Policy follows these same parameters and is in compliance with anti-spam laws.
- b) After the event, DPAC can send an email to buyers and ask specifically if they would like to opt-in to receive future email marketing materials from lessee. DPAC will design the graphics and message content of this email and can issue it at the conclusion of the event. For customers who then opt-in, DPAC will send their email addresses to lessee.

7) Advertising:

- a) DPAC Logo: Lessee agrees that all visual advertising material; websites, television spots, posters, flyers and pictures used in conjunction with this event by the Lessee will include the DPAC, telephone number, and website in a size equal to Lessee's logo and/or website. All audio references to DPAC should be as follows:
 - i) DPAC audio mentions in Radio-TV advertising
 - (1) "at DPAC"



- b) Event Listing: Depending on space considerations and the commercial appeal of the event, at DPAC's option, a listing of the event will be included at no charge in the following:
 - i) www.dpacnc.com upcoming events section of website
 - ii) Venue publicity listing distributed to area media
 - iii) Please note that these listings are not generally available to private events or local community events.
- c) Flyer distribution:
 - i) DPAC does not offer flyer distribution services at DPAC events.
 - ii) Rental event promoters are welcome to deliver flyers for display and pick-up via lobby display racks. These flyers should be delivered to the DPAC Box Office.
 - iii) Rental event promoters can also distribute flyers using their own staff outside of DPAC. The approved distribution area is 100 feet from the main entrance doors near the large exterior DPAC Tower signs on Vivian and Mangum Streets.
 - iv) At DPAC's expense, any events occurring between November 21st and December 31st will be listed in DPAC marketing materials (including website, printed event guides, program ads, on site marquees, email marketing and radio advertising) under a branded heading titled "Holidays at DPAC". This "Holiday's at DPAC" branding may include DPAC corporate sponsors.
- d) Email Marketing:
 - i) DPAC maintains an email list of approx. 200,000 highly engaged and active entertainment ticket buyers. Depending on space considerations and the commercial appeal of the event, at DPAC's option, email marketing to this list is offered at the following rates which include design of the outbound email. Please note that email marketing is not available to private events or local community events.
 - (1) \$1,500 per outbound email marketing card to selected list. Charges apply equally whether email marketing piece is sent to the entire list or a segmented list.
- e) No other marketing services are offered.

8) House Policies



- a) Unless amended as part of this contract, the following DPAC house policies will be in effect as part of this event for ticketed guests:
 - i) Everyone, regardless of age must have a ticket.
 - ii) Our fire code rated capacity does not allow “lap tickets” be issued for babies or very young children.
 - iii) No one under the age of 6 admitted into the theater.
 - iv) Drinks and small snacks are allowed into the seating area.
 - v) No recording or photography allowed.
 - vi) All electronic devices must be turned off during the performance.
 - vii) DPAC will seat late comers to the show in their ticketed seats. Our ushers will hold late arrivals in the lobby until a suitable pause in the program. The timing of allowing late arrivals into the seating area will be mutually determined by DPAC and the lessee with the goal for there to be as little disruption as possible to other guests and the performers on stage.

9) Production and Event Schedule Requirements:

- a) Production Requirements: Lessee shall provide DPAC at least fourteen (14) days before the performance a full and detailed outline of all event requirements and all such other information as may be required by DPAC concerning the event covered by this agreement, particularly where seats could be obstructed by technical requirements and staging peculiar to the particular event.
- b) Sound System: All non-touring attractions are required to use the DPAC in-house sound system in conjunction with this event.
- c) Sound Board: DPAC uses a rear orchestra soundboard location ONLY and requires that all cabling from the soundboard to the stage run through conduit under the orchestra floor. The distance from the board to the stage is 120 feet. There are no exceptions to this policy. If this policy is a problem, you should contact facility management prior to executing this agreement.
- d) Sound Levels: For health, legal, and audience comfort reasons, DPAC imposes a 100dba SPL limit on all mixes in the house and on stage lasting any longer than sixty (60) seconds. SPL will be monitored and recorded for all events. Please insure the artist



and/or company manager and the sound technician/audio engineer are informed of this restriction prior to the performance.

- e) Backstage Access: DPAC reserves the right to control all backstage access which is reserved for working personnel including stage crew, sound and light crew, caterers, and performers. Rental promoters will be granted backstage and stage access credentials for no more than (8) eight promoter staff members or guests. In addition all photo pass requests should be routed to DPAC PR for approval and should be from legitimate news organizations only.
- f) Door Opening: Unless otherwise agreed upon by both parties, doors will open to the public one hour prior to performance.
- g) Intermissions: Lessee agrees that for all programs lasting one hour or more, except religious services or other engagements specifically excluded, an intermission of not less than thirty (30) minutes is held, subject to modification by DPAC when necessary to meet unusual conditions.
- h) Curfews: DPAC has a strict curfew which requires all events in the theater, on the main stage or the lobby areas to end by 12 midnight and for the attendees to begin exiting the building at that time. In addition any backstage meet & greets or other promotional activity associated with an event, must end 60 minutes after the conclusion of the performance onstage.
- i) Announcements: DPAC reserves the right to request announcements prior to event or during intermission which would relate briefly to future attractions. DPAC is also entitled to make such announcements, as DPAC may deem necessary at any time in the interest of public safety. Lessee agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including but not limited to announcements to require patrons to return to their seats.

10) General Services:

- a) DPAC agrees to furnish general lighting from the permanent fixtures, outlets, and equipment in the building, heat or air conditioning, water for normal usage as now installed in the building and normal janitorial services; however, failure to furnish any of the foregoing resulting from circumstances beyond the control of DPAC shall not be considered a breach of this agreement.



11) Food and Beverage Sales:

- a) DPAC specifically reserves any and all rights for the sale of food and beverages including, without limitations, candy, beverages, drinks, all alcohol, food, popcorn, cotton candy, ice cream, souvenirs, clothing items, and programs.
- b) Free Samples: No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval of DPAC.
- c) Alcohol sales:
 - i) For this event, Beer, Wine and Mixed Drinks **will be** offered for sale to the public.
 - ii) For this event, Beer, Wine and Mixed Drinks **will not be** offered for sale to the public.
 - iii)

12) Merchandise Sales:

- a) DPAC reserves the right to approve all Clothing, Souvenirs, Books, Audio and Video Recordings offered for sale along with all Photo Booths.
- b) On those items that DPAC specifically grants rights (i.e. souvenirs, clothing items, and programs), DPAC’s non-negotiable percentage rates are as follows:

Items for Sale:	Commissions:
Clothing and Souvenirs	30%
Books, Audio and Video Recordings	10%
Photo Booths	\$250 – Flat Charge

13) Catering:

- a) Food: **Spectra by Comcast-Spectacor** holds the exclusive catering rights for all special event catering for private events in the lobby or on stage at DPAC (exclusivity does not include cast-crew or Lessee staff catering conducted backstage as part of the event). Lessee will contract directly with Spectra for all catered food requirements in connection with this event.



- b) Beer, Wine, and Mixed Drinks: **Spectra by Comcast-Spectacor** holds the exclusive beverage catering rights at DPAC and the exclusive North Carolina – Alcohol Beverage Commission - on premise sales license. Terms of this license restrict any other entity other than Spectra serving beer, wine and mixed drinks and donated beer, wine or liquor may not be brought onto the licensed premise. Lessee will contract directly with Spectra for all beer, wine or mixed drink requirements in connection with this event.

14) Compliance, Licenses and Permits:

- a) Lessee shall use and occupy said premises in a safe and careful manner and shall comply with all laws, rules, regulations, and ordinances of the City of Durham, NC, and the State, County or governmental authority controlling or governing the designated premises or the operation therein, and all rules and regulations relating to the use of said DPAC.
- b) Lessee shall use said premises solely for the purposes herein provided and shall not permit said premises, or any part hereof, to be used for any unlawful or immoral purpose or in any manner as to injure persons or property; not do any act or suffer any act to be done which will in any way mar, deface, or injure any part of the DPAC; and upon termination of this agreement
- c) Lessee shall deliver up to said DPAC the premises aforesaid in good condition and repair as the same shall be found at the beginning of the term hereof, excepting only losses by perils covered by DPAC's fire and extended coverage insurance for which subrogation has been waived by the insurer.
- d) Lessee agrees to provide, at its expense, all necessary licenses and permits required in accordance with law for the use of the premises as herein provided.
- e) Americans with Disabilities Act (ADA): In accordance with Titles II and III of the ADA, DPAC shall be responsible for providing reasonable accommodations for persons with disabilities when those accommodations are requested. DPAC will advise Lessee if accommodations are requested and what those related charges to Lessee will be.

15) Insurance – Indemnity:

- a) Lessee shall pay and save DPAC harmless from any and all damages, losses, or liabilities arising from any act, omission, neglect, or wrongdoing of the Lessee or any of its officers, agents, representatives, guests, employees, invitees, patrons, or persons contracting with the Lessee against any and all such claims and demands.



- b) Lessee shall furnish DPAC with a Certificate of Insurance showing that there is in effect, and will remain in effect throughout the term of the lease, occurrence basis liability insurance listing Durham Performing Arts, LLC and the City of Durham as additional insured, with a combined single limit of not less than \$2,000,000 for bodily injury and property damage. Lessee agrees to provide either comprehensive general liability coverage or a combination of premises/operations and contractual insurance coverage.
- c) If the Lessee is involved in any way in the preparation, distribution, or serving of foodstuffs and/or beverages, products liability coverage must also be provided.
- d) Lessee agrees to provide the required Certificate of Insurance to DPAC not less than ten (10) days prior to the commencement of the lease. The required certificate must contain the following wording: "The coverage indicated in effect through this Certificate of Insurance, fully satisfies all requirements established in Section 13 of the DPAC Lease Agreement." If this Certificate of Insurance is not received ten (10) days prior to the event, DPAC will secure insurance on behalf of the lessee at a charge of \$0.55 per ticket.

16) Damages:

- a) Responsibility of Damage or Loss: Lessee assumes all risk of damage to and loss by theft or otherwise of the fixtures, appliances, or other property of the Lessee or Lessee's exhibitors, performers, contestants, and those contracting with Lessee, as well as employees thereof, and DPAC is hereby expressly released and discharged from any and all liability for any such loss.
- b) DPAC shall not be liable for any damage occasioned by failure to keep said premises in repair, nor shall it be liable for any damage occasioned by plumbing, gas, water, steam, sewage, heating, air conditioning, or electrical equipment, or the bursting or leaking of same, nor for damage arising out of water being upon or coming through the roof, openings, or otherwise.
- c) Removal of Property: In the event that the premises are not vacated by Lessee when herein specified at the end of the term, DPAC is hereby authorized to remove from said DPAC, at the expense of Lessee, all goods, wares, merchandise and property of any and all kinds and description placed therein by the Lessee. DPAC is hereby expressly released from any and all such claims from damages of whatsoever.

17) General Rights Provisions:



- a) Prevailing Party. If either party brings an Action to enforce their rights under this agreement, the prevailing party may recover its expenses (including reasonable attorneys' fees) incurred in connection with the Action and any appeal from the losing party.
- b) Right to Notification & Approval: DPAC reserves the right to be notified and approve of performers, sound companies, decorators, caterers, and other service people or agencies employed by the Lessee. DPAC, in conference, shall inform the Lessee of approval or disapproval of certain outside services aforementioned for causes best known to DPAC.
- c) Right of Entry: DPAC and its officers, agents, and employees engaged in the operation and maintenance of the DPAC reserve the right to enter upon and to have free access to said premises at any and all times.
- d) Civil Rights: Lessee agrees not to discriminate against any employee or any applicant for employment because of race, color, creed, sex, or disability and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services, or privileges offered to or enjoyed by the general public.
- e) Licenses, Copyrights and Fees: Except as otherwise provided herein, Lessee shall obtain all permits and licenses required by the laws, ordinances, rules and regulations for Renter's event, including licenses to perform all copyrighted material. Lessee is responsible for all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes, or dramatic rights used or incorporated in Lessee's event. Lessee shall indemnify, defend and hold harmless both DPAC and the City of Durham, and their agents from any claims or costs including legal fees which might arise from the use of any such material described above. DPAC shall, either prior to or subsequent to a performance, have the right to require any Lessee to furnish satisfactory evidence that such Lessee has obtained all such licenses.
- f) Broadcast Rights: DPAC reserves all radio and television broadcast rights, with no exceptions unless specified in writing.

18) Cancellation:

- a) DPAC reserves the right to terminate the license granted by this agreement for good cause (which does not include subsequent scheduling of a more preferred event.) Should DPAC exercise said right to terminate the license granted by this agreement,



Lessee agrees to forego any and all claims for damages against DPAC and further agrees to waive any and all rights which might arise by reason of the terms of this agreement; the Lessee shall have no recourse of any kind against DPAC.

- b) Unavoidable Happening: In the event that the premises leased hereunder, or any part thereof, or adjacent premises required for access thereto should be so damaged or destroyed by fire or other cause without the fault of Lessee as to prevent the use of the premises for the purpose and during the time specified hereunder, then this agreement shall terminate. In such event, DPAC shall be paid for all items or expense incurred by it hereunder and any rental accrued prior to such destruction or damage, but Lessee shall be relieved of paying rent accruing thereafter.
- c) For any event cancelled by the Lessee, Lessee is expected to advertise canceled performances on both print and radio media. A \$3.00 charge per returned ticket will be in effect for all canceled performances to cover the additional cost of staffing and credit card charges associated with refunds resulting from the cancellation. It is the policy of the Theatre to stay open until the scheduled curtain time for canceled performances.

19) Safety Provisions:

- a) The Lessee shall not, without the written consent of DPAC, put or operate any engine or motor, or machinery on the premises, or use oils, explosives, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes. The Lessee further agrees that all decorative material including floor covering used in the premises must be flameproof and that all matters involving safety be resolved by the decisions of DPAC.
- b) Interruption or Termination of Show: DPAC shall retain the right to cause the interruption of any performance in the interest of public safety, and to likewise cause the termination of such performance when in the sole judgment of DPAC such act is necessary in the interest of public safety.
- c) Objectionable Persons: DPAC maintains the rights to eject from the premises any objectionable person or persons, and neither DPAC nor any of its officers, agents, or employees shall be liable to Lessee for any damage that may be sustained by Lessee through the exercise by DPAC of such right.

20) Management Discretion:



- a) Any decision affecting any matter not herein expressly provided for shall rest solely within the discretion of DPAC's General Manager or their designee.

21) Additional Conditions:



IN WITNESS WHEREOF, the parties have executed this instrument or caused it to be executed by their representative duly authorized as of the date first mentioned.

Bob Klaus, General Manager Date

DPAC

Lessee Date



Addendum A

Event Charges – Flat Rate

Note: All listed charges are subject to change.

Flat Rate Rental Package	Lobby or Stage Events 300 Capacity	Theater Events 1,939 Capacity	Theater Events 2,712 Capacity
Sunday, Monday, Tuesday, Wednesday, Thursday	\$10,000	\$22,500	\$27,500
Friday, Saturday	\$12,500	\$25,000	\$32,500
<ul style="list-style-type: none"> Charges above includes Rent, Event Staff, Housekeeping & Clean-up, Production Equipment (Sound and Lights), Public Safety Staff (Police, Fire Watch, Traffic Control & Pedestrian Crossing Guards), Ticketing, Security, and Utilities 			
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- Performance Rights Fees – 1% of Gross Sales (ASCAP, BMI, SESAC)
- Production Staff (stagehands) – As required by production
- Services for Guests with a Disability – As requested by ticket buyers
- State of NC – 7.5% Sales Tax
- Video Projection (Screens, Cameras and Operators)



Addendum B

Event Charges – Ala Carte

Note: All listed charges are subject to change.

Base Rental Charges

<u>Theater</u> Full 2,712 Capacity	<u>Theater</u> 1,939 Capacity Reduced capacity with balcony curtain.	<u>Theater</u> For Rehearsal, tech or added load-in/out days.	<u>BCBS Atrium</u> 300 Capacity	<u>Teer Stage</u> 150 Capacity
\$10,000 Per Event Sun-Mon-Tue-Wed-Thu	\$7,500 Per Event Sun-Mon-Tue-Wed-Thu		\$5,000 Per Day Sun-Mon-Tue-Wed-Thu	\$5,000 Per Day Sun-Mon-Tue-Wed-Thu
\$15,000 Per Event Fri-Sat	\$10,000 Per Event Fri-Sat	For every six days rented, there will be one load-in or rehearsal day offered at no charge.	\$7,500 Per Day Fri-Sat	\$7,500 Per Day Fri-Sat
Versus 12.5% Of Gross ticket Sales – whichever is greater	Versus 12.5% Of Gross ticket Sales – whichever is greater			
<ul style="list-style-type: none"> *501c-3 non-profits and public schools may apply for 25% discount for any events on Monday, and Tuesdays. 				



Event Staff (Fixed Charge includes ushers, ticket takers and operations staff)

Attendance	Staffing Rates	
	Per Four Hour Event measured from door opening through conclusion of event.	Per Four Hour Event measured from door opening through conclusion of event.
Staffing charge based on anticipated event attendance	Reserved Seats / General Admission events open to the public.	Private Business Events w/ General Admission Seating
0-650	\$1,250	\$1,000
651-1,300	\$1,750	\$1,250
1,301-1,950	\$2,250	\$1,500
1,951+	\$2,750	\$1,750
Load-in and Rehearsal Days	\$250 to \$500 per day based on length of activity	

Housekeeping & Clean-up (Fixed Charge)

Attendance	Cleaning Rate	
	1 st event	Added Events – Same day
0-650	\$500	\$350
651-1,300	\$575	\$375
1,301-1,950	\$625	\$400
1,951+	\$725	\$425

- Per Four Hour Event measured from door opening through conclusion of event.
- Rehearsal / Load-in Days charged at \$150 per day
- Confetti clean-up is charged at \$150 per event
- Add \$125 for added cleaning on events with a per cap of \$6.00 or higher
- Additional cleaning staff if needed for special circumstances will be billed at \$16 an hour.



Performance Rights Fees (Variable Charge includes ASCAP / BMI / SESAC)

Performance Rights Fees	Rates	Note
ASCAP / BMI / SESAC	.010% of Net Sales	Some events with no music whatsoever may be exempt.
<p>Under the blanket concert license, you pay license fees, based on “gross revenue” for all concerts you present. Gross revenue means all monies you receive, or is received on your behalf, from the sale of tickets for each concert. Gross revenue does not include per-ticket amusement, entertainment or sales taxes; commissions or fees paid to automated ticket distributors, such as Ticketmaster; per ticket theatre restoration or other facility fees; or, parking fees when included in the ticket price.</p>		

Production Equipment

- Listed rates are a Fixed Charge per day.
- Rehearsal / tech days charged at 50%.
- Multiple dates in the same run charged at 50%.

Type Event	Sound	Lights	Spotlights Per spot price 3 available	Monitors & Microphones	Lobby PA
Concert / Comedy / Theater / Dance / All Events 1,951++	\$3,500	\$1,500	\$250	Varies	\$1,000
Conference (1,301-1,950)	\$2,000	\$1,000	\$250	Varies	\$1,000
Conference (651-1,300)	\$1,000	\$500	\$250	Varies	\$1,000
Conference (0-650)	\$500	\$250	\$250	Varies	\$1,000



Production Staff (Fixed and Variable Charges includes stagehands, supervisors, technicians)

Position	Rates	Minimum Hours Per Shift Each crew call requires minimum crew hours for each shift including load-in, rehearsal, performance, and load-out.
<p>Production Supervisor</p>	<p>\$800 – Concerts / Comedy / Dance / Theater \$500 – Private Events / Conferences</p>	<p>Fixed Charge Per Day</p>
<p>Production Department Heads: (Electrician / Sound / Carpenter / Props / Wardrobe)</p>	<p>\$20.50 Per Hour <u>+35% add-on</u> 35% includes all payroll expenses including FICA, Workman's Comp, Unemployment, Health-Welfare Benefits plus payroll processing charges.</p>	<p>Load-in: (4) Hours Show Call / Rehearsal: (3) Hours Load-out: (4) Hours</p>
<p>Riggers</p>	<p>\$19.50 Per Hour <u>+35% add on</u> 35% includes all payroll expenses including FICA, Workman's Comp, Unemployment, Health-Welfare Benefits plus payroll processing charges.</p>	<p>Load-in: (4) Hours Show Call / Rehearsal: (3) Hours Load-out: (4) Hours</p>
<p>Working Steward Note: Working Steward is only required when crew size is eight or higher.</p>	<p>\$18.50 Per Hour <u>+35% add-on</u> 35% includes all payroll expenses including FICA, Workman's Comp, Unemployment, Health-Welfare Benefits plus payroll processing charges.</p>	<p>Load-in: (4) Hours Show Call / Rehearsal: (3) Hours Load-out: (4) Hours</p>
<p>Stagehands / Spotlight Operators / Truck Loaders and other Production Staff</p>	<p>\$17.50 Per Hour <u>+35% add-on</u> 35% includes all payroll expenses including FICA, Workman's Comp, Unemployment, Health-Welfare Benefits plus payroll processing charges.</p>	<p>Load-in: (4) Hours Show Call / Rehearsal: (3) Hours Load-out: (4) Hours</p>



- All Production staff hours between midnight and until 8am result in a premium pay rate equal to 1.5 times the rates stated above.
- Per state-federal law, overtime (1.5 times normal rate) is required for all individuals after 40 hours in a workweek (Monday through Sunday defined workweek).
- Premium Holiday Pay (1.5 times normal rate):
 - All hours worked on Labor Day, Memorial Day, Thanksgiving Day, New Year’s Day, Christmas Day, July 4th and MLK Day.
- Stagehands required to wear costumes: \$15 per show premium
- All stagehand billing is in one-hour increments, with ten-minute grace period.

Public Safety (Variable Charge includes Police / Fire / Traffic Control)

Position	Rates	Note
City of Durham Police	\$35 Per Hour Per Officer	A minimum of two officers are required for all events. Additional officers can be added at client request. There is a four hour minimum charge.
Fire Watch	\$25 Per Hour Per Fire Watch Staff	One fire watch personnel is required during load-in and two fire watch personnel are required from door opening through conclusion of events. Additional charges may apply for events with pyrotechnics. There is a four hour minimum charge.
Traffic Control / Pedestrian Crossing Guards	\$20 Per Hour Per Traffic Officer	Two traffic officers are required to maintain access for federally required accessible parking spaces and assist with pedestrian access. There is a five hour minimum charge.



Services for Guests with a Disability

Service	Rates	Description
Open Captioning	\$1,500	Live written feed of all spoken word, lyrics, and description of key sound cues. Uses a combination of a provided script (when available) and live transcription.
Audio Description	\$250 - 1st Show \$150 for any additional shows	Audio interpretation of events onstage such as character blocking, sets and costumes, and dancing. Delivered live through personal headsets by interpreters from NC Arts Access.
Sign Language Interpretation	\$800 - per performance	Two licensed American Sign Language interpreters per event.

Ticketing (Fixed and Variable Charges)

Services	Rates	Note
Ticketing Fee	.50 cents per ticket	Based on both paid and comp
Ticketing - Set-up	<ul style="list-style-type: none"> \$750 Set-up for 1st performance \$250 for each additional performance 	
Ticketing Staff / Window & Phone Sales Staff at the Event	<ul style="list-style-type: none"> \$300 – Per performance 	
Credit Cards	5%	Must be deducted from face value of tickets and cannot be charged as an “add-on” over and above the established price.
Group Sales	10% on all group sales (if offered)	



Security (Variable Charge)

Position	Rates	Note
<p>Security Staffing:</p> <p>Variable staffing level depending on event. Staff assigned to control building access including backstage access doors, stage areas, plus deployment in audience areas as required by event.</p>	<p>Hourly Rates:</p> <p><u>July 1, 2017 to June 30, 2018:</u></p> <p>Security Staff: \$16.25</p> <p>Supervisor: \$18.35</p> <p>Manager: \$19.35</p>	<p><u>Sample Security Estimates:</u></p> <p>Private Events: - \$750</p> <p>Broadway / Performing Arts- \$1,000</p> <p>Small Concerts / Comedy - \$1,500</p> <p>Large Concerts / Comedy - \$2,000</p> <p>Final charges will vary based on size and scope of event.</p> <p>Load-in and Rehearsals Days - \$250 to \$500 based on length of day</p>
<p>Detection Dogs</p> <p>Explosive detection dogs are required for all events at DPAC.</p>	<p>\$250 per event</p>	<p>One trained explosive-detection canine and handler. Team will sweep the building, including backstage areas and entry points, prior to public entry and will remain on site through completion of ingress.</p>
<p>Walk-thru Metal Detectors</p>	<p>\$750</p>	<p>The noted charge is for additional staff and equipment required to manage this security function at entry.</p>

Utilities (Fixed Charge per day)

Position	Rates	
	Phones / Internet	Electricity / Gas / Water
Event Days	\$125 per day	\$375 per day
Rehearsal Days	\$125 per day	\$125 per day



Video Projection

Equipment	Rates	Description
Screens / Projector	\$1,000 per day	(2) - 9 x 12 Screens Mounted on each side of stage
Live Video Production	1st Event in a Day \$1,750 2 nd Event in Same Day - \$625	Includes 2 cameras, switching gear, Director and crew



Addendum C

Ticketing Rider

1. **Public Ticket Sales:** DPAC shall have complete and sole supervision of the sale and collection of all tickets and at such places as DPAC, in its sole discretion, deems it necessary and expedient. Ticketing is provided by Ticketmaster, a national computerized ticketing service with phone and window sales managed by DPAC. The fee to the Lessee for this service is \$0.50 per ticket and all associated service and handling charges paid by the ticket purchaser are retained by Ticketmaster and DPAC.
2. **Artist Fan Clubs:** See Addendum D
3. **Artist VIP Package Sales:** Should the artist or promoter request tickets for packaging into Premium price or VIP packages, DPAC will issue the tickets with a service charge on each ticket. This service charge will be the standard charge applied to phone order service charges. Under no circumstances will DPAC allow more than 20% of the inventory to be sold by the Lessee for any combination of Fan Club and VIP Packages.
4. **Artist / Promoter Ticket Holds:** Unless otherwise advised, specific holds for use by artist or promoter are located in rows 11 and 12 of the center orchestra.
5. **Venue Ticket Holds:**
 - a. DPAC has a Donor Ticket Program entitled the "Presidents Club" that gives members first purchase rights at specially designated seats in rows 6-10 of the theater. Normally sales from these special holds range from 50 to 100 seats.
 - b. In addition DPAC also holds twenty (20) additional house seats for venue use in rows 6 through 12.
6. **Venue Pre-Sale:** DPAC has an email subscription list of over 200,000 addresses that include highly engaged fans of DPAC and live entertainment. With approval of all parties, (DPAC, artist and or promoter), these subscribers can be offered a pre-sale buying opportunity before the general public. In addition DPAC also has access to Ticketmaster and Media Sponsor email lists that can substantially increase the distribution of an email notification and pre-sale buying opportunity throughout the region.



- a. Pre-sale seat locations are in specially designated rows that alter with venue holds, fan club seats, and seats held for the general public on-sale.
- b. Example: Row 1 - General public / Row 2 – Fan Club pre-sale / Row 3 – Venue pre-sale / Row 4 – general public on-sale / and this pattern continues to repeat.
- c. Normally the amount of tickets made available in a venue pre-sale is limited to 1,000 tickets or approx. 35% of DPAC’s total capacity.
- d. All pre-sale offers are made with a limit of either 2 or 4 tickets per order. Please note that all pre-sales are screened for duplicate purchasers, but Ticketmaster software cannot warrant or control a pre-sale buyer from making multiple purchasers using different names or credit cards.



Addendum D

TICKETMASTER FAN CLUB POLICY

The Ticketmaster Artist Services department was created to develop programs that specifically help artists connect with their fans, sell more tickets, and maximize show grosses. As part of this effort, Ticketmaster has maintained a voluntary policy of allowing artists to sell a small portion of tickets through third-party dedicated websites, subject to certain requirements, which have remained consistent over time.

In an effort to help eliminate any ongoing confusion about whether or not certain sales qualify for the fan club exception, please see the following summary of certain basic requirements.

For Fan Club presales to be eligible for sale via 3rd-party websites, the sales offering must be to a dedicated bona fide Fan Club that:

1. Is the one and only Official fan club for the artist, which is easily found via search engines for sign-up/registrations, even when an artist is not currently touring. As such, an official fan club and the specific benefits of membership are prominently featured on the artist's official web page.
2. Mentions access to presales as only one of many significant benefits to Fan Club membership
3. Has a separate and devoted ongoing community with its own identity and virtual home where members interact with one another in a members-only section. For clarity, an artist mailing list or newsletter sign-up alone does not meet this requirement.
4. Provides its members a password and member ID that is unique to each member, which must be used to gain access to the fan club-only ticketing pages and other content on the fan club website.
5. Requires each Fan Club member to provide personal information, beyond merely an email address and password, in order to become a member.



Ticketmaster reserves the right, in its sole discretion, to determine whether a fan club meets the above criteria as well as the spirit and letter of the Ticketmaster Fan Club Policy. Please note that Ticketmaster is unlikely to consider a Fan Club that is formed immediately prior to presales as eligible to conduct an off-platform presale.

Assuming the Fan Club satisfies the guidelines above, artists are welcome to create a presale for such Fan Club's members that meets the following requirements:

- A. Inventory must be spread evenly among all price levels within the venue, such that the total offering (before holds) represents up to 8% of the sellable inventory *from each price level*.
- B. Dates and times of the Fan Club presales should only be visible to, and accessible by, registered fan club members (non-fan club members should be directed to Ticketmaster for purchase).
- C. There should be no "Presale" or "Register" buttons, or the like, visible next to any Ticketmaster event until a fan has logged into their unique fan club account. Links that direct non-members to Ticketmaster.com are preferred.
- D. The number of tickets purchased per member should be limited to four (4) per performance.
- E. The presale must end prior to the general public on-sale for the event, at which point the presale must be disabled, and all unsold inventory returned to venue box offices.
- F. At no time during the presale process should any third-party ticketing vendor branding be visible during the purchase process.

Please note, there is no such thing as, and never has been, an "artist allocation" for presales for events at Ticketmaster venues. The only way for an artist to conduct a presale on a 3rd-party website for a Ticketmaster venue is within the parameters of the Ticketmaster Fan Club Policy.

The Ticketmaster Fan Club guidelines are not a contract or an offer of contract and do not bind Ticketmaster. Ticketmaster reserves the right to withdraw or amend them at any time, and otherwise reserves all rights.