

APPLICATION FOR USE
W.C. PETERSON AUDITORIUM

This completed application must be submitted to the W. C. Peterson Auditorium, c/o Auditorium Supervisor, 319 E. Division Street, Ishpeming, Michigan 49849, and fully executed, before the function is announced.

EXCEPT AS SPECIFICALLY MODIFIED, IN WRITING, EXECUTION OF THIS APPLICATION CONSTITUTES AGREEMENT WITH ALL PROVISIONS OF THE ATTACHED LICENSE AGREEMENT, INCLUDING EXHIBITS.

NAME OF GROUP ("Licensee"): _____

APPLICATION MADE BY:

NAME: _____ DATE: _____

ADDRESS: _____

CITY/STATE: _____ TEL: _____

INVOICE TO BE SENT TO:

NAME: _____

ADDRESS: _____

CITY/STATE: _____

TYPE OF FUNCTION: _____

DATE(s) OF FUNCTION: _____

TIME(s) OF FUNCTION: _____

DATE OF REHEARSAL: _____

ROOMS REQUESTED: _____

FOR SET-UP & FACILITIES, PLEASE COMPLETE ATTACHED WORKSHEET

APPROVAL DATED: _____

APPLICANT: _____ ISHPEMING SCHOOL DISTRICT NO. 1

LICENSEE: _____ AUDITORIUM SUPERVISOR:

License Agreement

W.C. Peterson Auditorium

1. The Ishpeming School District ("Licensor") hereby grants a license for use of the W. C. Peterson Auditorium to the party named ("Licensee"), and on the dates, at the times and for the purposes listed, in Exhibit B. Licensee agrees to execute and to adhere to the license conditions set forth herein and to the conditions additionally set forth in any other addenda, attachments or schedules that have been made a part of this License Agreement.
2.
 - (a) License fees shall be those listed in Exhibit B and C.
 - (b) Licensee agrees to pay to Licensor such license fees, together with any additional fees or expenses which may be imposed pursuant to this License Agreement.
 - (c) The Deposit shall be paid with the application; so long as such Deposit has been paid, upon proper execution of this License Agreement by Licensor and Licensee the dates and times listed in Exhibit B shall be deemed reserved for Licensee, and Licensee may appropriately announce the function. Should Licensee cancel this License more than 60 days prior to the first event date, 50% of such Deposit shall be refunded to Licensee; should Licensee cancel within 60 days of the first event date such Deposit shall be forfeited to Licensor as liquidated damages for termination of this Agreement.
 - (d) All Deposit checks shall be made payable to: W. C. Peterson Auditorium, C/O M. Nutt, Business Manager, Ishpeming School District, 319 E. Division St., Ishpeming, MI 49849.
3. The following attachments are part of this License Agreement, and incorporated herein by reference:
 - Exhibit A - General Conditions
 - Exhibit B - Licensee, dates, times, purposes, license fees and estimated costs
 - Exhibit C - Personnel fee
4. All technical requirements must be approved by the W.C. Peterson Auditorium Supervisor. Licensee must arrange a meeting with the Auditorium Supervisor to discuss in detail all such technical requirements.
5. This License may be revoked at the option of the Licensor for violation of any conditions set forth herein. Notice of intention to revoke this License shall be given to Licensee personally, or by certified mail, return receipt requested, at the address listed in the attached Application. Under no circumstances shall Licensor be liable to Licensee for any damages (other than return of any prepaid license fees for the particular date and time) due to termination of this License Agreement; Licensor shall in no event be liable to Licensee for consequential or other damages.

EXHIBIT A
GENERAL CONDITIONS

1. No intoxicants or unlawful controlled substances will be permitted on the premises of the W. C. Peterson Auditorium ("Auditorium"), or otherwise on property of Licensor.
2. Licensor will provide Licensee with facilities which are in reasonably clean and orderly condition. Licensee must leave facilities in similar reasonably clean and orderly condition. An additional fee may be imposed by Licensor upon Licensee if unusual maintenance services are required.
3. Licensor may refuse or cancel facility use or licenses at any time and for any reason if, in its opinion, the anticipated use may not be in the best interest of Licensor.
4. Licensees requesting non-commercial license rates must provide Licensor with appropriate evidence of non-profit status.
5. Licensee assumes all risks and will pay all costs and expenses of any kind or nature arising directly or indirectly from Licensee's use of the premises, and agrees to indemnify and hold harmless Licensor, its trustees, officers, agents, employees and representatives, from any and all losses, damages, liabilities, demands, claims and expenses (including actual attorneys fees and legal expenses), for any injury or alleged injury to persons (including sickness, disease or death) and for any damage or alleged damage to property (including property of Licensor and Licensee) and/or loss of use thereof caused by, or directly or indirectly arising out of, Licensee's use of the premises, including any such injury or damage to any person employed by or acting on Licensor's or Licensee's behalf, and including joint or concurrent negligence of Licensee, its agents, employees, or invitees, and Licensor, its trustees, officers, agents, employees or representatives, except to the extent any such loss, damage, liability, demand, claim or expense is finally determined to have been caused by the sole negligence of Licensor, its trustees, officers, agents, employees or representatives; Licensee further agrees to give immediate notice to Licensor of any such loss, damage, liability, demand, claim or expense, and Licensor has the right to defend any action brought against it based upon any such injury or damage, or alleged injury or damage, or to tender such defense to Licensee, whereupon Licensee hereby agrees to competently defend any such suit or action brought against Licensor, its trustees, officers, agents, employees or representatives, at Licensee's expense.
6. Licensee may be required to provide Licensor with proof of insurance, including Licensor as an additional insured, covering liability, including but not limited to coverage of the indemnification provisions above provided, with the following minimum limits for coverage:

Bodily Injury Liability	Each person	\$500,000
	Each accident	500,000

16. Licensee shall be responsible for the payment of any and all royalties, or claims for royalties, which shall be due or arise as a result of Licensee's use of the Auditorium facilities.
17. Licensee shall be fully and solely responsible for any issues of copyright infringement which may arise as a result of Licensee's use of the Auditorium facilities.
18. Licensee agrees to provide all stage and production materials which will be consumed during the course of Licensee's use of the Auditorium. Licensee agrees to reimburse the Licensor for materials owned by the Licensor which may be consumed by the Licensee.
19. Licensee is responsible for all publicity and promotion of its events or performances. Handbills, brochures and other promotional materials distributed by Licensee may be placed in windows and on the premises of the Auditorium only with prior approval of Licensor.
20. Licensee agrees to provide qualified personnel in all areas of production and performance, except box office, which may include directors, designers, technical director and assistants, stage manager, stage hands and ushers. If Licensee wishes Licensor to provide some or all of these personnel services, such services must be discussed with, and approved by, Licensor prior to execution of this License; additional fees, if any, are as set forth in Exhibit B. The staff of Licensor, and the Auditorium, will meet with representatives of Licensee to discuss license requirements, production and technical solutions and operating policies, upon request of Licensee.
21. Licensee is responsible for preparation and cost of printed programs, if any. Certain language describing the Auditorium may be contained in Licensee's programs; a copy of such language is available upon request. Licensor reserves the right to prohibit distribution to the public of Licensee's programs if, in Licensor's opinion, the program's content or language is misleading, inaccurate or detrimental to the best interests of Licensor.
22. Licensee will not alter, modify, or otherwise impair electrical circuits at any point in the W. C. Peterson Auditorium/Ishpeming High School. Electrical needs will be reviewed with the auditorium supervisor. Alteration or modification of electrical circuits will result in immediate cancellation of this contract.
23. Pyrotechnic devices of all types are prohibited.

EXHIBIT B

Name of Licensee: _____

Event Title: _____

Event Dates and Times: _____

Event Purposes: _____

Ticket Prices: _____

Rehearsal: _____

Other: _____

LICENSE FEES AND CHARGES:

TOTAL

Deposit: \$ _____
Per event or performance
\$750 - nonprofit or \$950 - for profit

Basic Fee: \$ _____
For Profit Groups (admission charged)
\$90/hour with a maximum fee of \$405/day
Nonprofit Groups (no admission)
\$45/hour with a maximum of \$225/day

Personnel Fee: \$ _____
(see Exhibit C)

Optional Reserved Seating Fee: \$ _____
(\$100 - includes tickets)

TOTAL ESTIMATED FEES AND CHARGES: \$ _____
(To be deducted from deposit)

CURRENT FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE provided fees for particular performance will not be modified following execution of attached Application by all parties.

Fees for dates or services added to schedule after execution of attached Application will be reflected in invoice. All pre-existing license provisions shall apply to added dates and services.

EXHIBIT C
SPECIAL PROVISIONS

1. Load-in and load-out crews are the responsibility of the presenter. Arrangements can be made with technicians through the auditorium supervisor.
2. Auditorium personnel must be present when initial run-throughs are made to insure proper operation of the equipment and convenient operation by visiting technicians.
3. Wages for technicians are the responsibility of the presenter. Sound and light personnel (technicians) that work with the auditorium are available for this duty. Should a technician be needed as a stagehand, the same wages will apply.
 - a. Dress Rehearsal
 - (1) Technician services
 - Communication with presenter regarding lighting and sound, as well as any additional rehearsal time
 - Lighting design, including spotlights, and operation with information provided by presenter
 - Sound set-up and operation with information provided by presenter
 - (2) Presenter responsibilities
 - Lighting requirements made available to technician(s)
 - Sound requirements, including necessary tapes, be made available to technician
 - Need for stagehand established with Auditorium Supervisor prior to dress rehearsal
 - b. Performance
 - (1) Technician services
 - Operation of lights and sound according to instruction during dress rehearsal

Personnel Fee:

	<u>Rate per Hour</u>	<u>Hours</u>	<u>\$Amount</u>
Custodial	<u>\$35.00</u>	_____	_____
House Manager	<u>\$20.00</u>	_____	_____
Lighting Tech	<u>\$12.50</u>	_____	_____
Sound Tech	<u>\$12.50</u>	_____	_____

Total Actual Personnel Fee: _____
(To be deducted from deposit)