

“Separate and Equal” • Theater B • September 4 - 31, 2018

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LICENSE AGREEMENT

May-15-2017

THIS AGREEMENT dated as of the __ day of ____, 2017 by and between THE ELYSABETH KLEINHANS THEATRICAL FOUNDATION, INC., D/B/A 59E59 THEATERS, a not-for-profit corporation with offices at 59 East 59th Street, New York, New York 10022 (“Licensor”), and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a not for profit organization whose address is c/o Office of Senior Associate Dean Burkhalter, Box 870268, Tuscaloosa, AL 35487 (“Licensee”).

WITNESSETH:

WHEREAS, Licensor is the owner of 59 East 59th Street, New York, New York 10022, a building containing three (3) theater spaces (“Theater Building”); and

WHEREAS, Theater B is a 98-seat theater located in the Theater Building (“Licensed Premises”) as shown on the 59E59 web site, www.59e59.org;

WHEREAS, Licensee desires to use the Licensed Premises upon the terms and conditions hereunder provided; and

WHEREAS, Licensor is willing to permit Licensee to use and occupy the Licensed Premises upon the terms and conditions hereunder provided.

NOW, THEREFORE, in consideration of the agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

FIRST: License Licensors hereby
licenses to Licensee the Licensed Premises pursuant to the terms and
conditions contained herein.

SECOND: Use Licensee shall
have the exclusive right to use the Licensed Premises including ONE
(1) dressing room with attached bathroom during the Term (as
hereinafter defined) for the staging and performance of Licensee’s
theatrical production of SEPARATE AND EQUAL (“Production”).
The title may be subject to change prior to the production of
marketing materials. Licensee may mount up to eight public
performances per week, Tuesdays through Sundays, on a schedule to
be mutually determined. Mondays are to be dark for staffing reasons.
Should Licensee wish to mount more than eight performances,
Licensee must get approval from Licensors in advance, and additional
fees may be incurred to cover Licensors’ costs. Licensors shall sell
tickets for the Production at such prices as Licensors and Licensee
may mutually determine. Licensors reserves the right to hold back
TWO (2) seats per night for its use as company seats, which will be
released for sale if not used 24 hours prior to performance. Licensee
acknowledges that Licensors has a membership and members receive a
30% discount off the regular price up to six tickets. Licensee and

Licensors will mutually determine other discounts, holds, and complementary seat policies.

Licensee understands that the Theater Building contains three performance spaces. Licensee will cooperate in keeping noise levels in the Licensed Premises, dressing rooms and corridors such that they do not interfere with performances in other performance spaces.

THIRD: Term The Term shall commence at 8AM on TUESDAY, SEPTEMBER 4, 2018 and shall run for FIVE (5) weeks ending at 11:59PM on SUNDAY, SEPTEMBER 31, 2018.

FOURTH: Display Cases At all times during the Term, Licensors will design and produce a display, using information and visuals provided by Licensee, in part of the display case on the outside of the Theater Building for advertising the Production. Licensors will also provide a display for one (1) display case inside the Theater Building near the entrance to the Licensed Premises and one (1) poster to hang in the front window of the Theater Building using materials provided by Licensee. There is no marquee on the Theater Building.

FIFTH: Fees and Services

(a) License Fee. Licensee shall pay a license fee of FOUR THOUSAND DOLLARS (\$4,000) per week for the use of the space during the term for a total of SIXTEEN THOUSAND DOLLARS (\$16,000). The License Fee shall be payable as follows: \$4,000 payable on signing of this contract, and the remaining \$12,000 will be taken from Net Box Office Receipts (defined in Paragraph 5(e) below). All checks should be made out to 59E59 Theaters.

(b) Licensor Services and Fees. Licensor shall provide box office services, lighting and sound equipment (a list is available on our web site at www.59e59.org), house management, ushers and ticket takers, basic cleaning, and general maintenance services for the Licensed Premises. Licensor has a Production Manager on staff to supervise load-in and load-out and to explain the use of provided equipment if required. It is recommended that Licensee contact the Production Manager well in advance of Load In to discuss Licensee's set and equipment requirements. ~~Licensee will be provided with~~ The rules of the Theater Building ~~are attached hereto by the Production Manager.~~ The building is generally open for Load In and Load Out from 8AM to Midnight. Should Licensee require additional hours, they must be arranged with the Production Manager to insure building security and there will be a charge for a minimum of four hours at 1 1/2 times the hourly rate per hour per person of required staff for time after midnight. Should Licensee require the use of a dumpster, Licensor will provide one at the sole cost and expense of Licensee upon Licensee's request. Should licensee require additional equipment, it shall rent same at its sole cost. There are no washing machines or dryers on the premises. Licensee is responsible for its own laundry and dry cleaning

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services. Licensor will provide programs for Licensee's production from information provided in an accurate and timely manner by Licensee (See Paragraph 18).

(c) Advertising and Marketing Licensor has a press, institutional advertising and marketing program for 59E59Theaters which shall include Licensee's Production. Licensor will include Licensee's Production in mailings and other promotional materials. Licensor will pay for the cost of a number of advertisements in the New York Times during the run of Licensee's Production which may include listings in the Theatrical Directory or Display advertisements as determined by Licensor's marketing department. In addition, Licensor will pay for an institutional advertisement in Time Out New York or New York Magazine, as best determined by Licensor's Marketing Department, which will include Licensee's Production. These advertisements shall include information and requirements provided by Licensee, but shall be created by Licensor's marketing department. Due to time constraints they shall not be subject to Licensee's approval. Licensor will consider creating and purchasing additional advertisements for Licensee at Licensee's expense, giving Licensee the benefit of Licensor's discounted rates. Licensor has on retainer a Press Representative who will engage in press and public relations on Licensee's behalf. Licensee may engage in its own press, marketing and advertising campaign so long as it coordinates with 59's Press Representative and obtains approval for all materials and all representations of Licensor's Name, Address, Ticketing Information and Logo shall be in a form approved by Licensor (See Paragraph 19 below).

(d) Technicians While Licensor has a Production Manager on staff to help supervise load in and load out, the Production Manager is not responsible for the installation or running of any part of Licensee's Production. Licensor's

Production Manager can provide the names of technicians, if requested by Licensee in advance, who are capable of providing such additional services as are needed by Licensee. Licensee shall be solely responsible for payment of such persons. Licensor may agree to advance payroll for such persons, and shall be fully reimbursed for such payments through an offset against Box Office receipts, or by direct payment from Licensee upon presentation of an invoice. Licensee should contact the Production Manager as early as possible to discuss Licensee's technical requirements, particularly if Licensee intends to supplement Licensor's equipment.

(e) Proceeds. In addition to selling tickets at its Box Office, Licensor has arranged with Ticket Central to be its sole agent for selling tickets by telephone and through the Internet. Ticket Central provides a settlement for all ticket sales for each performance week at the end of the following week and deducts credit card commissions and a \$.10 per paid ticket fee. This amount is known as Net Box Office Receipts. Licensor will issue a check to Licensee for any performance week's proceeds from ticket sales within 5 business days after receiving Ticket Central's settlements, along with weekly accounting statements. In issuing checks, Licensor will deduct any License Fee due and any expenses incurred by Licensee during the course of the run including repairs or equipment rental fees. At the end of the Term, Licensor will issue a check to Licensee for the remaining Box Office proceeds 10 business days from the Friday following the end of the term. If necessary, Licensor may take from this payment a Hold Back security amount of \$1000 to cover customer disputes and fees for cancelled performances (see section (f) below), invoices chargeable to Licensee still outstanding, any repairs for damages to the premises not already charged or for the failure of Licensee to carry out any other obligations of this agreement. If there has been such a Hold

Back, Licenser will give Licensee a final accounting no later than 45 days after Licensee surrenders the premises including a check for any unused part of monies held back. All checks shall be made out to Licensee and will be mailed to Licensee's permanent address unless another mutually agreed arrangement is made. It is understood that checks to individuals rather than to Licensee or an associated not-for-profit company may result in taxable income to that individual for which Licenser takes no responsibility. After all settlements have been received, should the total of items charged back or still due exceed the total Net Box Office receipts, Licensee shall be responsible for paying the amount owing to Licenser by check made out to Licenser within ten (10) days after notification of amounts owing.

(f) Cancelled Performances. As part of its agreement with Ticket Central, Licenser is responsible for all refunds and extra charges associated with such refunds including fees imposed by Ticket Central for telephone and online orders and credit card refund charges. Should Licensee cancel performances, Licenser and Ticket Central will use best efforts to exchange tickets already sold for such performances. However, patrons who wish refunds will be accommodated, and Licenser will charge back all costs for such refunds to Licensee. These charges will be clearly accounted for in all settlement reports and statements.

SIXTH: Concessions Licenser shall have the sole right to offer or arrange for concession sales (food, beverage and merchandise) at the Premises as it shall deem appropriate, and shall retain the profits from such concession sales. Licenser has a liquor license and shall be the only party permitted to sell or distribute alcohol. Licenser shall offer for sale such merchandise from Licensee

and Licensee's productions (collectively, "Licensee Show Merchandise") as Licensee shall request and provide, and shall pay Licensee the proceeds from sales of such Licensee Show Merchandise less a 5% handling fee. Licensee Show Merchandise proceeds will be payable separately from Ticket Sales as cash or a check on a mutually acceptable schedule or at the end of the Term when items not sold will be returned to Licensee.

SEVENTH: Licensee Access

Notwithstanding anything to the contrary contained herein, Licenser and its designated representatives shall retain and have access to the Licensed Premises at all times.

EIGHTH Alterations Licensee will not

make or cause to be made any alterations, additions (electrical, mechanical or otherwise) or physical changes in or to the Licensed Premises or to the fixtures, if any, therein without Licenser's prior written consent, such consent not to be unreasonably withheld provided Licensee shall agree to remove such alterations or changes at the end of the Term and posts security reasonably satisfactory to Licenser securing its obligation to do so. Licenser's consent shall not be necessary for installation of stage sets and other temporary installations that can be removed without damage to the Licensed Premises or the Theater Building. Licensee will consult with

Licensor's Production Manager regarding possible problems with the installation or removal of Licensee's set, and will follow all rules set up by the Production Manager for such installation and removal and must comply with all Building Code requirements.

NINTH: Repairs and Maintenance

Licensee shall not damage or misuse the Licensed Premises.

Licensee shall not use pressurized cans of paint or any other method of spraying paint. Licensee shall not use polyurethane or any oil based paint or stain product in the Licensed Premises or the Theater Building. Licensor's Production Manager should be consulted for alternative products. Paint may not be discarded anywhere but in the slop sink. All fire exits must remain clear at all times. Any damage or injury to the Licensed Premises or to any other part of the Theater Building, or to its fixtures, equipment and appurtenances, whether requiring structural or nonstructural repairs, caused by or resulting from Licensee, its agents, employees, crew, invitees, customers or licensees, will be repaired (a) by Licensor, at the sole cost and expense of Licensee, to return it to the condition existing prior to the damage if the required repairs are nonstructural in nature and do not impair any Building system, or (b) by Licensor's agents or contractors at Licensee's sole cost and expense (at the then prevailing market rates for said repair) if the required repairs are structural in

nature or impair any Building system. Other than the foregoing, Licensee shall not be responsible for repairs to the Licensed Premises. Licensor shall provide lighting, sound and other theatrical equipment ("Equipment") in the Licensed Premises for Licensee's use. Licensee shall maintain such Equipment. In the event Licensee desires additional lighting or other equipment Licensee agrees to be solely responsible for all costs and expenses associated with such additional equipment. Licensor shall perform normal day-to-day repairs in the Licensed Premises as are necessary to permit Licensee to operate.

TENTH: Compliance with Laws; Licenses

Licensor shall comply with all present and future laws and requirements of public authorities in respect of the Theater Building to the extent failure to do so may affect Licensee's rights hereunder. Licensee shall comply with all present and future laws and requirements of public authorities in respect of the Licensed Premises and the use and occupancy thereof or the abatement of any nuisance therein, in each case to the extent arising from Licensee's use. Licensee shall also obtain all governmental, quasi-governmental and other licenses, permits, etc. required for Licensee's use of the Premises, except that Licensor shall obtain all building permits and all certificates, consents, permits and approvals (e.g., certificate of occupancy, open flame permits and public assembly permit)

necessary for the use of the Theater Building and the Licensed Premises for their intended purposes (except to the extent such permits are made necessary due to a particular production being presented by Licensee). Without limiting the foregoing, an employee or employees of Licensor shall be certified as, and perform the services of a fireguard, and Licensor will retain any required fireguard log books.

ELEVENTH: Non-Smoking Building

Licensee shall take all steps necessary to make sure there is no smoking in the Licensed Premises at any time including the smoking of tobacco products on stage during productions and that its employees, invitees and guests do not smoke in any areas of the Theater Building. Substitute products may be used on stage as part of a production, subject to the Open Flame Permit requirements in Paragraph 12 below.

TWELFTH: Open Flame Permit

Licensee may not use any kind of open flame, including, among other sources, candles, lit cigarettes of any kind, or lit matches without Licensor applying for and receiving an Open Flame Permit from the Fire Department. Licensor must be notified no less than THREE WEEKS prior to load in that Licensee intends to use an open flame. As part of the inspection, all fabric or other flammable

materials on Licensee's set will be subject to inspection and evidence of treatment for flame retardants as per NYC Fire Department specifications will be required. Licensor will arrange for a Fire Department inspection required for issuance of such permit on Licensee's behalf. There is a charge for this inspection which will be paid by Licensor and charged back to Licensee. No company will be permitted to use an open flame without such a permit. It is highly recommended that such use be avoided if at all possible and if Licensor's Production Manager determines that it is a problem, requests for a permit may be denied.

THIRTEENTH: Building Security

Licensor will not provide security other than the installed alarm system. Dressing rooms will be locked and Licensee will be provided with a key code to be used to open the dressing rooms. A small safe will also be provided in each dressing room. Licensee assumes all risk for its equipment and the personal possessions of its staff left in the Licensed Premises including the dressing rooms and safes. Licensor shall provide Licensee with access between the hours of 8AM and Midnight. If Licensee requires access at other hours, Licensee and Licensor shall make mutually acceptable arrangements but Licensee will have to pay charges associated with keeping the building open which shall be a minimum of four hours at 1 1/2 times the hourly rate

per hour per person of required staff for time after midnight. Licensor will be responsible for the locking of all doors and arming the security alarm system. Licensee shall not create an insecure situation by propping open and leaving unattended locked doors at any time or by bypassing the security alarm system and will abide by Licensor's rules regarding building hours and arming and disarming of the security alarm system. Licensee will be responsible for fines incurred by Licensor due to false alarms created by Licensee's disregard of these rules. The Emergency Exits connect to the street through an adjacent building and are to be used for emergencies only. Under no circumstances are they to be used to enter or leave the building at any other time.

Licensor will provide security badges for Licensee's personnel which must be worn while working in the building. A list of cast and crew should be provided to the Licensor's Production Manager prior to load in. These badges shall be returned at the end of the Term.

FOURTEENTH:

Illegal Substances:

Alcohol Subject to Licensor's rights under Article Sixth, Licensee shall use reasonable efforts to ensure that no illegal substances or alcohol are sold or used in the Licensed Premises.

FIFTEENTH:

Right to Produce

Licensee shall furnish to Licensor evidence that Licensee has the

right to produce the Production including the script and any underlying rights to any materials in any form which could be considered under copyright.

SIXTEENTH: Musical Rights

Licensee shall be responsible for securing any required rights to any music under copyright used within the performance of the Production. Licensor maintains a License for the use of music in the Licensed Premises only prior to and after the performance or during intermissions but not during any performances.

SEVENTEENTH: Not-for-Profit

Company Licensee shall furnish to Licensor evidence reasonably acceptable to Licensor that Licensee is a not-for-profit enterprise under the laws of the jurisdiction(s) which governs its operation.

EIGHTEENTH: Program Licensee shall

provide Licensor accurate material for a program concerning the Production, including without limitation actor, author, and director credits, sufficiently in advance of the Production to enable printing of the program by Licensor. Due to time constraints these programs shall not be subject to Licensee's approval. Licensor shall arrange for the printing of such program without cost or expense to Licensee. If Licensee has any special printing requirements or fails to provide

necessary information in a timely manner thereby adding to the cost of such programs, Licensee shall be responsible for the additional cost.

In addition, all programs for the Production shall contain the following text:

“United States” or “New York” “premiere at 59E59 Theaters”, if appropriate.

“This presentation is not a production of the Elysabeth Kleinhans Theatrical Foundation, Inc. which offers its facilities, when available, for productions by not-for-profit theater companies. For further information regarding licensing this theater or other theaters in this Theater Building, contact Peter Tear, Executive Producer.”

“The use of cameras and other recording devices in this Theater is prohibited by law”.

“There is no smoking in this Theater or any part of the Theater Building”.

NINETEENTH: Use of Name and Mark

Licensee shall prominently **refer** to the Name “59E59 Theaters” and display Licensor’s Logo in all advertising and promotion it may run for the Production in accordance with the specifications given to Licensee by Licensor which are available on request. Licensee shall not use the Licensor’s Name, Logo or any other trademark or service-

mark belonging to Licensor of which Licensor advises Licensee or Licensee is otherwise aware, in word or design format, (collectively the "Marks") in any way whatsoever without Licensor's consent and specific approval of each use. Any use of the Marks shall inure to the benefit of Licensor. Licensee recognizes that the Marks possess a special, unique and extraordinary character which makes difficult the assessment of monetary damages which Licensor might sustain by an unauthorized or unapproved use. Licensee agrees that irreparable injury would be caused by Licensee by such unauthorized or unapproved use, and that injunctive relief would be appropriate in the event of breach of this covenant by Licensee. Licensor will similarly agree to use Licensee's name, service mark or trademarks in its printed materials when requested to do so by Licensee.

TWENTIETH: Sublicensing/Assignment

Licensee will not sublet or assign its rights or delegate its duties under this License (whether by operation of law, transfer of interest in it or otherwise) or permit the Licensed Premises or any part thereof to be occupied or used by any person or entity other than to persons or entities necessary or related to the use of the Licensed Premises for the Production.

TWENTY-FIRST: Surrender Upon

the termination of the Term, Licensee will quit and surrender to

Licensors the Licensed Premises vacant, broom clean, in good order and in the condition that the Licensed Premises was in upon the commencement of the Term (ordinary wear and tear excepted) and Licensee will be required to remove any improvements made therein and all of its equipment and trade fixtures from therein including, without limitation, all scenery. In the event the Licensed Premises or the Theater Building is damaged in any way as a result of Licensee's occupancy or said removal, Licensors shall repair any such damage at Licensee's sole cost and expense. In the event Licensee does not arrange for the transport or disposal of its scenery at the time it surrenders possession of the Licensed Premises, Licensors shall have the right to arrange for disposal and to charge Licensee for the costs and expenses of such disposal without notice or warning to Licensee.

TWENTY-SECOND: Insurance Licensee shall maintain, at its own cost and expense, workers' compensation insurance or volunteer insurance to the full extent required by applicable law for all employees or other workers of Licensee engaged in any work on or about the Licensed Premises. Licensee shall be self insured. A certificate of such self insurance will be delivered to Licensors prior to the commencement of the term. Licensors will be able to provide liability insurance to Licensee from a policy it holds at a charge of approximately \$600. This charge is

dependent on the number of performances and number of seats in the venue.

TWENTY-THIRD:

Indemnification

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~~Licensee shall indemnify and hold Licensors, its members, agents and affiliates harmless against and from (i) any and all claims of whatever nature arising from any act, omission or negligence of Licensee, its contractors, licensees, agents, servants, employees, invitees or visitors, (ii) all claims arising from any accident, injury or damage whatsoever caused to any person or to the property of any person and occurring during the term of this License in or about the Licensed Premises while Licensee is in possession of the Licensed Premises or if caused by Licensee's actions or inactions, or (iii) all claims arising from any accident, injury or damage occurring outside of the Licensed Premises but anywhere within or about the Building, where such accident, injury or damage results from any act or omission of Licensee or Licensee's agents, employees, invitees or visitors. The foregoing indemnities shall exclude damages caused by Licensors' gross negligence or willful misconduct. *This provision shall apply only to the extent not inconsistent with Licensee's sovereign immunities, which are specifically reserved.~~

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Licensors shall indemnify and save harmless Licensee from all claims against Licensee arising from Licensors', its contractors', agents', servants', employees', invitees' or visitors'

gross negligence or willful misconduct, and from any damage to Licensee's stage and set caused by Licensor, its contractors', agents', servants', employees', invitees' or visitors' gross negligence or willful misconduct.

TWENTY-FOURTH: Failure to Mount Production

Licensee acknowledges that Licensor shall be expending considerable funds for advertising, printing a program and other matters. As such, Licensor shall have the right, but not the obligation to terminate this Agreement and seek a substitute production if Licensee fails to mount its Production. Therefore, should Licensee should fail or refuse to mount the Production on the dates and in the manner described in this Agreement, Licensor shall be entitled to enter judgment against Licensee in any court in New York City in the amount of \$10,500 to compensate Licensor the damages it shall suffer. *Licensee does not waive its sovereign immunities.

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TWENTY-FIFTH: Credit in Future

Productions If the Production is a World Premiere, United States Premiere or New York Premiere, Licensee will use its best efforts to ensure that programs for future productions will include a credit stating in essence: "This Work was first produced (or first produced in the United States or first produced in New York) at 59E59 Theaters."

TWENTY-SIXTH: Representations

Licensor has not made and does not make any representations or promises with respect to the Theater Building or the Licensed Premises, including, but not limited to, any representation that the Licensed Premises and the Theater Building may be used by the Licensee for the Licensee's intended use, except that Licensor has or shall obtain such applicable governmental certificates or permits with respect to the Theater Building necessary for Licensee's use of the Licensed Premises. Licensee hereby expressly acknowledges that it is assuming any and all risks involved in using the Licensed Premises and the Building, and in mounting the production. Except as otherwise provided herein, Licensee hereby releases Licensor from any and all liability, claims, losses, costs, damages and expenses which may arise as a result of the Licensee's use of the Licensed Premises, excluding any liability arising out of a breach by Licensor of this Agreement, or the willful misconduct or negligence of Licensor. If the Licensed Premises, or any part thereof, are rendered unusable for Licensee's intended use, as provided herein, subsequent to the date hereof due to a fire, casualty or "force majeure" (as defined herein) Licensor shall not be liable to Licensee in any way for any and all losses, costs, claims, damages or expenses incurred or sustained by Licensee as a result of said fire, casualty or force majeure, but Licensor shall use commercially reasonable efforts to

restore the Theater Building and Licensed Premises. The term "force majeure" as used in this Paragraph shall mean any Acts of God; strikes, lockouts or labor difficulty; explosion, sabotage, accident, riot or civil commotion; acts of war; legal requirements; and other causes beyond the reasonable control of Licenser excluding acts caused by Licenser's breach of this Agreement, negligence or intentional misconduct. In the event the Licensed Premises are rendered wholly or substantially unusable for Licensee's use due to a fire or other casualty, Licensee shall not be obligated to pay the License Fee during said period and any fee already paid for said period shall be refunded.

TWENTY-SEVENTH: No Lease This

Agreement does not and shall not be deemed to constitute a lease or a conveyance of the Licensed Premises by Licenser to Licensee or to confer upon Licensee any right, title, estate or interest in the Licensed Premises other than as expressly stated in this Agreement.

TWENTY-EIGHTH: Governing Law This

Agreement shall be governed by and construed in accordance with the laws of the State of ~~Alabama New York~~, without giving effect to the principles of conflicts of laws thereof. *Licensee does not waive its immunities provided by Federal or Alabama Law.

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TWENTY-NINTH: Notices Any

notice, bill, approval or other communication required or permitted to be given by either party to the other pursuant to this License Agreement or applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this License Agreement) and shall be deemed to have been properly given only if (a) sent by certified mail, return receipt requested, posted in a United States post office station or letterbox in the continental United States, addressed to the other party at the address herein above set forth or (b) hand delivered (to Licensor or Licensee at the above-stated address) with receipt acknowledged, or (c) sent by recognized overnight delivery service and shall be deemed to have been given, rendered or made on the date indicated on the receipt or (if no date is indicated, two (2) business days after mailing) or on the day so delivered. Notwithstanding the foregoing, notices given by e-mail shall be effective and shall be deemed to have been given on the date such e-mail notice is sent, provided that the notice is followed by the more formal notice procedures provided for above. Notices to Licensor shall be delivered to the attention of Elysabeth Kleinhans at the address listed above. Notices to Licensee shall be delivered to the attention of SETH PANITCH, University of Alabama, Department of Theatre and Dance, 248 Rowand Johnson Hall, Box 870239, Tuscaloosa AL 35487. Either party may, by notice as aforesaid,

designate a different address or addressee for notices, statements, demands, consents, approvals or other communications intended for it. A notice given by counsel for either party shall be deemed a valid notice if addressed and sent in accordance with the provisions of this Paragraph.

THIRTIETH: No Right to Trial by Jury

~~—To the extent permitted by law, each of the parties waives the right to trial by jury, except for personal injury, or property damage, in any action, proceeding or counterclaim brought by either of the parties in connection with this License or the Licensed Premises. Licensee further agrees that in the event that Licensor commences a summary proceeding to recover possession of the Licensed Premises or any part thereof, Licensee waives its right to interpose any counterclaim of whatever kind or nature in such proceeding, other than compulsory counterclaims and provided that such waiver shall be ineffective and not apply if such action or proceeding also includes a claim for damages by Licensor or anyone claiming under Licensor..~~

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THIRTY-FIRST: Authority Licensor and

Licensee each represents and warrants to the other that it has the full right, power and authority to enter into and fully perform this Agreement. This Agreement contains the entire agreement of the

parties and may not be amended except in writing signed by the party
to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of
the date and year first above written.

THE ELYSABETH KLEINHANS
THEATRICAL FOUNDATION, INC.

DocuSigned by:
Elysabeth Kleinhans
By: 68BAE47F3368460... May-11-2017
Elysabeth Kleinhans, President

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF
ALABAMA

DocuSigned by:
Julie Shelton
By: E469B8FA98BF419... May-15-2017
Julie Shelton, Associate Vice President for Finance

*Nothing contained herein shall be deemed or construed as a waiver of the sovereign
immunity of The Board of Trustees of the University of Alabama.



59E59 Theaters House Policies/Production Information

1. If you wish to use open flame (candle, lighter, smoking, other pyrotechnic effects) you must first receive permission from the 59E59 Production Manager. Any open flame will require an Open Flame permit from the FDNY. All flame proofing, certificates and associated expenses will be the responsibility of the producing company. The 59E59 Production Manager will coordinate the FDNY inspection once all permits and paperwork are received. 59E59 Theaters unconditionally retains the right to deny the use of open flame.
2. Whenever possible, smoking onstage should be simulated with the use of non-nicotine vaporizers/e-cigs, and lit with a lighter emptied of the fuel. No tobacco or nicotine-containing products will be allowed onstage. Should you opt for the use of non-nicotine herbal cigarettes, an Open Flame permit from the FDNY is required. 59E59 Theaters unconditionally retains the right to deny the use of open flame .
3. Your set should arrive pre-built and ready-to-assemble onstage. While it may be necessary to alter pre-existing pieces on site, cutting and the use of saws must be cleared by the 59E59 Production Manager and kept to a minimum. Pre-existing set pieces should be able to fit through a standard sized “One-Person” door, and into a passenger elevator. For specific dimensions, please contact the 59E59 Production Manager.
3. If you wish to use a blank gun or any other theatrical firearm, you must first receive permission from the 59E59 Production Manager. We may require one member of the producing company’s staff to obtain a special theatrical firearms permit. The 59E59 Production Manager has all the information necessary to obtain this permit. Storage of theatrical firearms and ammunition onsite will be supervised and decided by the 59E59 Production Manager. 59E59 Theaters has the right to deny use of a theatrical firearm for any reason.
4. Foggers and hazers may be used and require no permit, however, 59E59 Theaters retains the right to control amount of haze or fog used if we deem it causing unnecessary discomfort to our patrons or if the use is disruptive to any other production. If you wish to use a fogger or hazer, you must first receive permission from the 59E59 Production Manager. Please be aware that Actor’s Equity Association has guidelines regarding the use of atmospheric effects.
5. Use of any food products (including blood) or water of any kind needs to be cleared with the Production Manager. Use of sand, dirt, mulch or any other typical “outdoor” material needs to be cleared with the Production Manager. We may require scenic alterations, site protection, and other specific protocols depending on the usage of these materials, subject solely to the discretion of the 59E59 Production Manager.
6. ADA compliant accessibility laws will be enforced. There will need to be a specific number of wheelchair seats available in your venue and ADA compliant access lanes will be maintained. The 59E59 Production Manager has the appropriate information.
7. Under no circumstances should spray paint or other aerosol products be used in the theater.
8. You may paint the walls and floor of the theater you have rented. You are, however, responsible for restoring to the original colors at your load out. We will supply you the paint. The cost to repair any damage to the deck or walls left after the completion of your load out will be charged back on your settlement at the cost of labor and materials.
9. Please note there is **NO** additional storage space in the building. All empty hampers, road boxes, bins, paint kits, etc. will need to be stored either in your theater or in your dressing room or taken offsite.
10. Sound amplification, sound cues, live music, live sound effects, blank guns etc, cannot be disruptive to the other theaters and performances. 59E59 retains the right to turn levels down if this becomes a problem.

59E59 Production Manager: Jim Sparnon - 212.753.5959 x 118 - js@59e59.org

University of Alabama

Insurance Coverage & Self-Insurance Summary

The University of Alabama (“University”) is a participant in the Comprehensive General Liability Trust Fund (“CGLTF”), which includes the three institutions under control of the University of Alabama System (“UAS”) and entities tied to the institutions such as foundations, alumni associations, and entities established to own specific assets or manage certain UAS-controlled operations. The CGLTF provides protection against general liability, automobile liability (including hired and non-owned vehicles), employment practices, management/trustee liability, non-medical professional liability, and educator liability claims. The CGLTF provides a \$2mil per occurrence limit with no aggregate on general liability and non-medical professional liability claims, a \$1mil per accident limit on automobile liability, and \$500,000 per occurrence limit with no aggregate on employment practices, management/trustee liability, and educator liability claims.

Funding in the CGLTF is based on a biannual actuarial computation provided by Towers Watson. The CGLTF reserve balances are currently maintained at a 75% confidence factor based on the actuary’s funding recommendation.

The University is a participant in the UAB Professional Liability Trust Fund (“PLTF”), which provides protection against claims and claim-related expenses arising out of the performance of professional services in the rendering of patient care (more commonly known as *medical malpractice*). The program includes all three institutions under the UAS and related medical entities under the control of the UAS and/or a member institution. This program is also funded based on a biannual actuarial computation.

The UAS maintains an extensive excess insurance liability insurance program for any claim(s) that may exceed the obligations of the CGLTF or PLTF. The first layer of excess coverage is provided by United Educators with a limit of \$18mil (\$20mil total) excess of the general liability exposure assumed by the CGLTF and \$19mil (\$20mil total) excess of the \$1mil self-insured automobile exposure assumed by the CGLTF. The United Educators policy does not provide excess coverage for the PLTF. There are additional layers of excess coverage that also provide coverage excess of the PLTF and United Educators liability programs.

The entities, operations and persons covered by the CGLTF are considered to be beneficiaries rather than an insured. This structure along with the provisions and limitations imposed by the Constitution of The State of Alabama 1901, preclude extending additional insured status to an entity, operation, or person that is not a part of the UAS.

The Workers' Compensation Act of the State of Alabama does not apply to The University of Alabama. The University provides and pays for The University of Alabama On-the-Job Injury/Illness (“OJI”) Program to cover an employee's approved medical expenses and lost wages resulting from an on-the-job injury or a work-related occupational illness. The OJI program functions in a similar manner to worker’s compensation in providing medical benefits, lost wages and other benefits for employees suffering disabling injuries. The University funds the On-the-Job Injury/Illness Program as a current budgeted expense with a reserve balance, which is the same method as other employer-paid benefit programs.

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