



LICENSE AGREEMENT JOHN ANSON FORD AMPHITHEATRE

The COUNTY OF LOS ANGELES, a body corporate and politic and a political subdivision of the State of California ("County"), does hereby grant to:

«Account_Name»

«Account_Address_Line_1»

«Account_Address_Line_2»

«Account_Address_Line_3»

«Account_City», «Account_State» «Account_Postal_Code»

Phone: «Main_Contact»

ATTN: «Contact_First_Name» «Contact_Last_Name»

(hereinafter referred to as "Licensee"), permission to enter, use and occupy the outdoor John Anson Ford Amphitheatre ("Ford Theatre") as set forth in this License Agreement ("Agreement").

Section 1. Applicable Documents. This Agreement consists of this three page document and the attached Exhibit A entitled "Standard Terms and Conditions, John Anson Ford Amphitheatre, License Agreement," Exhibit B entitled "Ford Amphitheatre Rental Program Riders," and Exhibit C entitled "Preliminary Crew Cost Estimate." Licensee shall comply with all terms and conditions of this Agreement, including all terms contained in the Exhibits hereto.

Section 2. Administration. The Managing Director of the John Anson Ford Theatres shall administer this Agreement on behalf of the County. The Licensee shall deliver all payments, notices, documents and other materials addressed to the Managing Director, John Anson Ford Theatres, 2580 Cahuenga Blvd. East, Hollywood, California 90068.

Section 3. Purpose/Date/Time. (a) The Licensee has proposed and the County has approved use of the Ford Amphitheatre for the following event: "«Event_Description»" to take place on «Event_Start_Date».

(b) The event and related activities permitted by this Agreement are authorized for the dates and times listed in Exhibit C to this Agreement. The date of the performance may not change unless agreed to in writing by the Ford's Managing Director. Licensee will attend a meeting with the Ford's Production Manager approximately 30 days before the first occupation of the theatre at which point final adjustments may be made to the production schedule in Exhibit C with the approval of the Ford's Production Manager.

Section 4. Deposits, Fees and Charges. (a) Licensee has deposited with the County the sum of one thousand dollars (\$1,000) as a non-refundable security deposit, received on <<date>>.

(b) In consideration of the license herein given, the Licensee agrees to pay to the County xxxxx (\$x,xxx) as a License Fee.

(c) Licensee also agrees to pay to the County production costs, an estimate of which is detailed in Exhibit C. The calculation of this amount is based on the number and type of crew members needed, hourly wages of each crew member as listed in Exhibit B, and number of hours worked in addition to charges for use of in-house sound system and additional fees if applicable. The Production Manager, in consultation with the Licensee, will determine exact staff and equipment required. Final production costs will be calculated and billed after event load-out is completed, and may be different than the amount estimated in Exhibit C.

(d) In addition to sums paid pursuant to Section 4(a) herein, the Licensee agrees to deposit with the County the amount set forth in Section 4(b) and the estimated production costs set forth in Exhibit C, which together total xxxxxx (\$x,xxx), no later than 30 days before first occupation of the Ford Theatre. If this amount is not received by County within the time frame above, Licensee shall be in material breach of this Agreement, and the County may terminate the Agreement and cancel Licensee's event, in addition to any other remedies afforded County pursuant to this Agreement or applicable law.

(e) Licensee also agrees to pay to the Ford Theatre Foundation, a non-profit foundation, a percentage of merchandise sales as outlined in Exhibit B.

(f) Licensee agrees to pay any additional fees outlined in Exhibits A, B and C, including but not necessarily limited to fees related to crew costs, pre-show activities, recording in amphitheatre, delays in opening of house caused by Licensee, performance beyond the facility's 11:00 pm curfew, sound level violations caused by Licensee, parking violations by Licensee's personnel and posting of unauthorized signage or advertising.

(g) Licensee agrees to pay any outstanding balance associated with the above production activities within 30 days of issuance of the final cost report and settlement. If Licensee's deposit exceeds the County's total event charges, County will return excess funds on deposit to the Licensee following Licensee's approval of the final cost report and settlement.

Section 5. Additional Terms. (a) Licensee shall also be bound by the terms and conditions set forth in Exhibits A, B, and C attached hereto, including but not limited to the terms and conditions in Exhibit B regarding Technical Requirements, Photography and Recording, Front-of-House Operations, Ticketing and Box Office, Marketing and Publicity, and Insurance.

(b) Licensee agrees to execute any necessary contracts with Actor's Equity or the Musicians Union for all performances utilizing actors or live musicians who are union members.

(c) No later than 30 days prior to the first performance, Licensee shall submit to County proof of all insurance required by Section 402 of the Standard Terms and Conditions attached hereto as Exhibit A. Failure by Licensee to provide proof of insurance to County within the time frame above shall constitute a material breach of this Agreement, and County may suspend or terminate this Agreement, cancel Licensee's event, and take any other action as set forth in Section 402 of the Standard Terms and

Conditions.

(d) Licensee shall be solely responsible for securing and paying for any and all required clearances, licenses and releases in connection with all material (including, without limitation, music, literary or dramatic material, film, still photographs, and other visual arts) presented or utilized during the performance. Licensee shall be responsible for securing and making all payments for any and all performing rights licenses from ASCAP, BMI, SESAC, or any third party music licensor, to permit the use of music playback or live music performance, as applicable.

IN WITNESS WHEREOF, the County of Los Angeles and the Licensee have caused this Agreement to be executed on their behalf by their duly authorized representatives.

COUNTY OF LOS ANGELES

By: _____ Date: _____
LAURA ZUCKER
Executive Director
Los Angeles County Arts Commission

APPROVED AS TO FORM:
John F. Krattli
County Counsel

By: _____
Deputy

«ACCOUNT_NAME»

By: _____ Date: _____
Name: _____
Title: _____

By: _____ Date: _____
Name: _____
Title: _____