

**This is a sample agreement. License Agreements must be completed in person with the PAC Coordinator.**

## Las Vegas-Clark County Library District Performing Arts Center (PAC) License Agreement

(Office Use Only)

Customer ID: \_\_\_\_\_

TPS: \_\_\_\_\_

Date Rec'd _____	Time Rec'd _____	Entered _____	First Date _____
Deposit Amount \$ _____	Check/Charge/PO# _____	Receipt # _____	
Date Insurance Certificate Rec'd: _____	New User	Repeat User	
Alcohol Request Submitted _____	Approved	Disapproved	TAM Cards
Liquor License # _____			
Licenses/Permits: Driver's License	Other: _____		

### A. APPLICANT

1. Facility Requested: \_\_\_\_\_
2. Requester's Name: \_\_\_\_\_  
Organization or Individual (first time users may be asked to provide financial references)
3. Billing Address: \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Please check the **Designated Representative** boxes as appropriate to indicate those individuals approved by your organization to authorize hours or act as a responsible party for your crew during your contracted production.

4. Contract Delegate: \_\_\_\_\_  Representative  
Name and Title \_\_\_\_\_ Phone \_\_\_\_\_  
Email \_\_\_\_\_  
Address (if different than above) \_\_\_\_\_
  5. Payment Contact: \_\_\_\_\_   
Name and Title \_\_\_\_\_ Phone \_\_\_\_\_
  6. Is financial responsibility being shared by another group or individual? \_\_\_\_\_ \*Yes \_\_\_\_\_ No  
\*If yes, please provide Name and Title: \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_
- \*Signature of above named individual required before any confirmation of this Agreement  Designated Representative
7. Technical Contact: \_\_\_\_\_   
Name and Title \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_
  8. Ticket Info Contact: \_\_\_\_\_   
Name and Title \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_
  9. Other: \_\_\_\_\_   
Name and Title \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

### B. BASIC DATES

- |             |                     |                   |                 |                       |                          |
|-------------|---------------------|-------------------|-----------------|-----------------------|--------------------------|
| Date: _____ | Arrival Time: _____ | Start Time: _____ | End Time: _____ | Departure Time: _____ | <input type="checkbox"/> |
| Date: _____ | Arrival Time: _____ | Start Time: _____ | End Time: _____ | Departure Time: _____ | <input type="checkbox"/> |
| Date: _____ | Arrival Time: _____ | Start Time: _____ | End Time: _____ | Departure Time: _____ | <input type="checkbox"/> |
| Date: _____ | Arrival Time: _____ | Start Time: _____ | End Time: _____ | Departure Time: _____ | <input type="checkbox"/> |
| Date: _____ | Arrival Time: _____ | Start Time: _____ | End Time: _____ | Departure Time: _____ | <input type="checkbox"/> |

(An additional Date Request Sheet is available for long-term production runs.)

### C. EVENT INFORMATION

1. Title of Event/Production/Concert: \_\_\_\_\_
2. Briefly describe event: \_\_\_\_\_
3. \_\_\_\_\_ Hrs. \_\_\_\_\_ Min. Approximate length of performance.
4. \_\_\_\_\_ Yes \_\_\_\_\_ No Is your event open to the public?
5. \_\_\_\_\_ Yes \_\_\_\_\_ No Do you plan to sell tickets, charge a fee or request donations?
6. \$ \_\_\_\_\_ to \$ \_\_\_\_\_ If yes, what is the price range?
7. \_\_\_\_\_ Yes \_\_\_\_\_ No Do you plan to have concession sales?
8. \_\_\_\_\_ Yes \_\_\_\_\_ No Does your event include an intermission?
9. \_\_\_\_\_ Yes \_\_\_\_\_ No Will there be a reception? If yes, approximately when? \_\_\_\_\_ Length \_\_\_\_\_
10. \_\_\_\_\_ Yes \_\_\_\_\_ No Will you require the use of the kitchen facilities?
11. \_\_\_\_\_ What is your anticipated audience count?
12. \_\_\_\_\_ What are the suitable audience ages?
13. \_\_\_\_\_ What is the approximate number of performers?

**Note: Events with nudity, adult themes or content must advise the LVCCLD at least 60 days prior to the event. The public must be informed of the content in all publicity and printed materials.**

**D. AGREEMENT**

**THIS LICENSE AGREEMENT IS MADE AND ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY AND BETWEEN THE LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT HEREINAFTER REFERRED TO AS "LVCCLD" AND \_\_\_\_\_, HEREINAFTER REFERRED TO AS THE "LICENSEE." LICENSEE CERTIFIES THAT THE ABOVE IS ITS TRUE AND LEGAL TITLE. IT IS MUTUALLY AGREED BETWEEN THE TWO PARTIES AS FOLLOWS:**

- \_\_\_\_\_/\_\_\_\_ 1. **PAC PREMISES ACCESS:** Licensee shall be entitled to occupy and use the following portion of the PAC premises: A) For load-in, rehearsals and strike: the stage, technical areas (cat walks, control booth and rigging system can be accessed by pre-authorized personnel only), green rooms and dressing rooms. B) For performances: all of the above plus, lobby, concession area and box office (by pre-authorized personnel only). Any pre-authorization of staff must be done by LVCCLD.
- \_\_\_\_\_/\_\_\_\_ 2. **CONTROL OF PREMISES:** The LVCCLD and all areas thereof, shall at all times be under the control of the LVCCLD and authorized representatives of the LVCCLD. The LVCCLD staff, Managers, Directors, and Board of Trustees, shall have the right at all times to enter the PAC to examine same and perform their duties. The same as above shall retain the right to cause interruption of any program or performance or to evacuate the premises on the basis of public safety and to likewise cause the termination of such performance without liability to the LVCCLD, when in the sole judgment of the authorized LVCCLD staff such action is deemed necessary in the public interest.
- \_\_\_\_\_/\_\_\_\_ 3. **LIABILITY:** Licensee shall be liable for all damages to the building, building premises or equipment thereof during, or as a result of, the Licensee's occupancy. Licensee agrees to protect, defend, save and keep the LVCCLD, its Board of Trustees, administration, employees, agents and volunteers forever harmless and indemnified from and against any and all claims, demands, loss, liability, cost or expense of every kind or nature whatsoever which the above listed may sustain or incur, or that may be imposed on any of them, for injury to, death of persons, or damages to property arising out of, connected with, or attributed to the use and occupancy of the above listed during, or as a result of Licensee's occupancy of one or more of the PACs.
- \_\_\_\_\_/\_\_\_\_ 4. **INSURANCE:** As a condition of this License Agreement, the Licensee, at its cost and expense, shall procure and maintain during the Licensee occupancy of the PAC, Commercial General Liability Insurance written on ISO form number CG 00 01 12 07 (or equivalent). The Insurance must be written on an occurrence basis against all claims for injuries to persons or damage to property occurring in, upon, or about the PAC. No deductible or self-insured retention can exceed \$1,000 per occurrence.

**Coverage must include:**

<b>General Aggregate Limit (other than Products-Completed Operations)</b>	<b>\$2,000,000</b>
<b>Personal &amp; Advertising Injury Limit</b>	<b>\$1,000,000</b>
<b>Each Occurrence Limit</b>	<b>\$1,000,000</b>
<b>Damage to Premises Rented to You Limit</b>	<b>\$50,000</b>

The LVCCLD must be named as additionally insured, with District Headquarters as main address: 7060 W. Windmill Ln. Las Vegas, NV 89113. Proof of insurance must be delivered to the LVCCLD authorized staff and attached to the License Agreement **at least 14 days** prior to the Licensee's first occupancy of the PAC. Such insurance shall be written by a company Admitted in the State of Nevada to write Commercial General Liability Insurance and which maintains at least an **A-, VIII** rating in A.M. Best's Key Rating Guide. Failure to provide certificate of insurance will result in denial of access and constitutes cancellation.
- \_\_\_\_\_/\_\_\_\_ 5. **LICENSEE ARRIVAL & DEPARTURE:** Licensee, or any of its trustees, officers, agents, volunteers, patrons or participants shall not arrive or be admitted to PAC premises prior to the beginning of each licensed period as set forth herein. The Licensee shall clear the stage of all equipment and scenery, returning the District's equipment and property to its proper place and condition before leaving at the close of the license period. Any licensee going over any usage outside contracted hours will incur additional fees.
- \_\_\_\_\_/\_\_\_\_ 6. **LICENSEE RESPONSIBILITY FOR SAFETY & SECURITY:** Licensee assumes full responsibility for all its participants including, but not limited to volunteers, patrons and officers who arrive on the premises prior to the licensed period, during the license period and/or who remain on the premises following the end of the licensed period. The Licensee agrees to provide adequate adult supervision for any and all of the above listed who are minors at all times. Licensee must provide a sufficient number of qualified ushers who will remain for the duration of performances. Licensee must agree to security as stipulated by LVCCLD staff for any and all uses. Licensee will provide staff or agrees to pay for a guard to monitor stage door entrance. Licensee shall also maintain clear access to all fire exits and extinguishers at all times. The number of security guards will be determined by LVCCLD staff. The minimum number of ushers required per performance date is \_\_\_\_.
- \_\_\_\_\_/\_\_\_\_ 7. **LICENSEE'S PROPERTY:** Licensee shall be solely responsible for safeguarding Licensee's property during the rental term and for removing any and all of the Licensee's property from the PAC premises prior to the end of the final license period of occupancy. LVCCLD staff or authorized representative is hereby entitled to dispose of any property left in the PAC after the conclusion of the license period. Use of non-LVCCLD equipment must be approved in writing by the LVCCLD technical staff two weeks prior to the event.
- \_\_\_\_\_/\_\_\_\_ 8. **RECEPTIONS:** Licensee may hold receptions or similar events in the PAC facilities at which may sell or provide without charge refreshments with the specific approval of District PAC staff. The Licensee understands that under no condition will a red beverage be allowed in the facilities. In the event of the Licensee's failure to clean the premise at the end of the reception, the LVCCLD reserves the right to have such areas cleaned and charge the Licensee the cost thereof per the LVCCLD Facility Rental Fee Schedule.
- \_\_\_\_\_/\_\_\_\_ 9. **ADVERTISING:** All promotional materials for the event must be approved by authorized LVCCLD staff prior to publication or display. LVCCLD reserves the right to restrict, change, modify and determine the contents of any library publication, promotions and events lines at its sole discretion.
- \_\_\_\_\_/\_\_\_\_ 10. **CARE OF PREMISES:** Licensee shall not use any nails, screws, tacks, pins or any other objects into the draperies, floors, walls, ceilings, partitions, doors or woodwork of the premises, and shall not in any manner change or move any fixtures of the premises excepted by the prior written permission of the LVCCLD PAC staff. Licensee shall keep the PAC, aisles, passages, halls, elevators and stairways in a neat, sanitary and safe condition at all times. In the event of the Licensee's failure to comply with the above mentioned conditions, LVCCLD reserves the right to have such areas cleaned and charge the Licensee the cost thereof.
- \_\_\_\_\_/\_\_\_\_ 11. **TICKETS:** The sales of tickets for the Licensee's event will be the sole responsibility of the Licensee. **Under no circumstances should the public be instructed or encouraged to call or visit LVCCLD staff for any ticket information.** All ticket prices must conform with the *American With Disabilities Act* regulations. Box offices may be utilized for advance ticket sales during contracted occupancy with prior consent of the LVCCLD staff. Tickets for free events must be distributed no more than two hours prior to the event on a first-come, first-served basis the day of the event. No standing room only tickets may be issued.
- \_\_\_\_\_/\_\_\_\_ 12. **RIGHTS, ROYALTIES, & LICENSES:** Licensee shall be solely responsible for any fees, rights, royalties, licenses or any other applicable monies and contracts payable to any and all publishing companies, licensors or representatives of any work

presented or as a result of any event or program presented by the Licensee during this license period in the LVCCCLD PAC. Licensee must provide upon request of LVCCCLD PAC staff any and all proof of acquired permission with respect to the License Agreement. Failure to do so will result in immediate cancellation of said event. LVCCCLD reserves the right to include as a fee to the Licensee amounts that the LVCCCLD might be charged due to the Licensee's event.

- /     **13. FORCE MAJEURE:** In the case that the Licensee's use of the LVCCCLD PAC is interrupted or cancelled because said facility, or any part thereof, is destroyed, damaged or questionable due to fire, flood, storm, earthquake, or in the event that any other casualty of unforeseen circumstances including but not limited to: strikes, labor disputes; war, acts of vandalism, destruction or public disobedience; terrorism or the actions of civil or military authorities, shall make the fulfillment of this agreement by LVCCCLD difficult or impossible, this License Agreement may be cancelled by LVCCCLD. LVCCCLD shall not in any case be held liable or responsible to the Licensee for any damage caused by said cancellation and the LVCCCLD shall be relieved from any further liability by reason of this agreement. Rental fees paid attributable to the unused portion of the rental period under such circumstances shall be refunded.
- /     **14. COMPLIANCE WITH LAWS:** Licensee agrees to conform to all federal, state, county, and local laws, statutes, and ordinances. LVCCCLD does not permit discrimination against any group or individual based on sex, age, race, color, religion, ancestry, national origin, disability or legally protected status. Proof of compliance with laws will be required when applicable.
- /     **15. INDEPENDENT CONTRACTOR:** It is understood and agreed to that the Licensee is an independent contracting party and is not an employee, partner or joint venture of or with LVCCCLD.
- /     **16. ASSIGNMENT:** Licensee's rights in the License Agreement are not assignable.
- /     **17. RULES & CONDITIONS:** Specific rules and conditions of use for each LVCCCLD PAC shall be attached to this document as an addendum. These regulations must be adhered to. Failure to do so will result in the cancellation of said agreement. Copies of the regulations must be made by the Licensee's Designated Representative and distributed by that representative to each participant prior to the Licensee load-in.
- /     **18. ALCOHOL & TOBACCO:** Under no circumstances will alcohol, tobacco or illegal drugs be tolerated on the premises of the LVCCCLD. Any infraction of these rules will result in immediate suspended use and will be subject to future restricted use.
- /     **19. FIRST AID:** The Licensee is responsible for providing first aid kit/supplies. Under no circumstances will LVCCCLD provide this.
- /     **20. MISCELLANEOUS:** As used in this agreement and wherever required by the context, each number shall include all numbers and each gender shall include all genders.
- /     **21. OTHER PROVISIONS:** \_\_\_\_\_  
\_\_\_\_\_

**E. TECHNICAL AGREEMENT** \_\_\_\_\_ (initials)

- 1. A minimum of one (1) LVCCCLD technical staff is required for all events. Additional staff will be determined by LVCCCLD staff. **All technical staff** have a two (2) hour minimum. At least one (1) technician is required during the entire duration of contracted times. Licensee is responsible for all technical staff fees including overtime, if applicable.
- 2. All technical staff are required by law to adhere to the regulated lunch and break schedules as specified in the Collective Bargaining Agreement. These times will be specified to the Licensee by LVCCCLD PAC staff accordingly.
- 3. The Licensee will be billed according to the LVCCCLD Facility Rental Fee Schedule. If LVCCCLD technical staff is assigned to a single production which requires more than eight (8) hours per day, there will be an additional charge per the LVCCCLD Facility Rental Fee Schedule.
- 4. Only LVCCCLD technical staff and approved volunteers under the supervision of LVCCCLD staff are allowed to operate any PAC equipment. All catwalks are closed to the participants unless accompanied and/or authorized by LVCCCLD technical staff. Participants, with pre-approved access, must follow instruction and posted safety precautions at all times.
- 5. LVCCCLD will provide standard lighting and basic sound reinforcement as basic service. Any requirements beyond the basic service will require a Production Interview with the technical staff.
- 6. Any deviation from standard lighting requires a written plot submission at least two weeks advanced notice to the technical staff for implementation and may require additional charges. LVCCCLD technical staff will determine the time needed to 'hang' and 'restore' any such design. All hours will be invoiced to the Licensee accordingly.
- 7. Piano tuning must be performed by LVCCCLD's piano tuner at the Licensee's expense. Tuning fee is \$ \_\_\_\_\_. Tuner requires at least two (2) weeks' notice. Call 702-507-\_\_\_\_\_ to schedule tuning.
- 8. All scenic elements must be approved in writing by the PAC technical staff two weeks prior to the event. All flown items must not exceed counterweight capacity of any stage equipment and must be approved by the LVCCCLD technical staff two weeks prior to the event. All flown items must also be of sound construction to be determined by the LVCCCLD technical staff.
- 9. All pyrotechnic devices require permits by governing authorities and LVCCCLD approval in writing.
- 10. The Licensee is responsible for providing any and all batteries, fogging fluids or like supplies for their productions.

**F. LICENSE & FEES**

The Licensee shall pay LVCCCLD license fees based on the appropriate rate approved by LVCCCLD's Board of Trustees, plus all fees for chargeable services incurred and described in the License Agreement and interview process.

<b>FEES:</b>	<b>ESTIMATED COSTS:</b>		
<b>Rental Fee</b> (\$40.00 per hour, 2 hour minimum)	# _____ hours	X \$40.00	= \$ _____
<b>Storage/Dark Dates</b> (\$70.00 per day, Runs over 2 wks)	# _____ days	X \$70.00	= \$ _____
<b>Technical Services</b>			
8 hours/day or less (\$40.00 per hour per tech)	# _____ staff	X # _____ hours = _____	X \$40.00 = \$ _____
More than 8 hours/day (\$52.00 per hour per tech)	# _____ staff	X # _____ hours = _____	X \$52.00 = \$ _____
<b>Security Services</b>			
(\$15.00 per hour)	# _____ staff	X # _____ hours = _____	X \$15.00 = \$ _____
Less than 72-hour notice (\$25.00 per hour)	# _____ staff	X # _____ hours = _____	X \$25.00 = \$ _____
<b>Miscellaneous:</b>			
_____	# _____ staff	X # _____ hours = _____	X \$ _____ = \$ _____
_____	# _____ staff	X # _____ hours = _____	X \$ _____ = \$ _____

**These figures are estimated costs only TOTAL = \$ \_\_\_\_\_**

**50% DEPOSIT = \$ \_\_\_\_\_**

- / **1. ADVANCE DEPOSIT:** All license fees shall be paid by acceptable check or money order made payable to LVCCCLD.
- A. A fifty percent (50%) deposit, not to exceed \$7,500.00, of the estimated costs of the License Agreement is due and payable upon submission of contract and becomes **NON-REFUNDABLE. The District reserves the right to require an additional deposit in the amount of total anticipated charges or any portion thereof prior to the commencement of the Licensee's occupancy.**
- B. The balance of the fees shall be invoiced to the Licensee following the conclusion of the event.
- / **2. FINAL ACCOUNTING:** Payment of all fees and services invoiced to the Licensee are due and payable within ten (10) business days of the date of the LVCCCLD's invoice. Failure to do so will result in the use of a collection agency and restricted future uses. Final billing will be based on the Licensee's LVCCCLD User Group Invoicing Log (UGIL) and will include a pro-rated 30-minute incremental charge per day for overages, if applicable.
- / **3. CANCELLATION:** In the event the Licensee elects to cancel any or all licensed periods, the Licensee shall provide in writing, prompt notice to the LVCCCLD staff. **The fifty percent (50%) deposit of the license fees is non-refundable regardless of when notice of cancellation is received.** If the Licensee provides notice in writing of cancellation more than sixty (60) days in advance of the first licensed date, the Licensee shall be relieved of the remaining fees. In the event the Licensee cancels with less than sixty (60) days' notice, the Licensee shall be liable for all remaining rental fees of the License Agreement fees and charges. The Licensee shall be responsible for, and hold harmless the District, for any and all refunds of monies paid for in ticket sales to cancelled performances. In the event of cancellation, the Licensee shall be responsible for giving public notice of cancellation and advise ticket holders of said cancellation.
- / **4. RESCHEDULING:** In the event the Licensee elects to reschedule any or all licensed periods, including dates or times, the Licensee shall provide in writing, prompt notice to the LVCCCLD PAC staff. Adjustments to contracted date(s) and/or time(s) are permissible without incurring additional fees if requested thirty (30) days or more prior to date(s) of use. Adjustments to contracted date(s) and/or time(s) are permissible less than thirty (30) days prior to date(s) of use under the following conditions: PAC date/time availability; LVCCCLD staff availability; and Licensee will be billed at a rate of \$52.00 per hour per technician for applicable changes. LVCCCLD reserves the right to deny schedule changes that do not adhere to the Collective Bargaining Agreement.
- / **5. ATTORNEY'S FEES:** In the event that the District is required to incur expenses in order to recover any amounts due to the District hereunto, or to enforce its rights hereunto, in addition to any other remedy provided herein, the District shall be entitled to recover its fees and expenses of such recovery enforcement including legal fees and expenses.

**The completion and filing of this application will not give the Applicant any right to use the LVCCCLD PAC. Reservations for requested dates will not be confirmed until the Las Vegas-Clark County Library District License Agreement has been approved and the deposit received.**

**SAMPLE**

**This is a sample agreement. License Agreements must be completed in person with the PAC Coordinator.**