

## LICENSING AGREEMENT

This Agreement made this \_ day of \_\_\_\_, 202\_\_, between the Footlight Club, hereinafter known as the "Club" and \_\_\_\_\_, hereinafter known as the "Licensee", for use of a portion of Eliot Hall, hereinafter known as the "Building", Eliot Street, Jamaica Plain, Massachusetts, 02130, upon the terms and conditions set forth hereinafter.

It is mutually agreed between the Club and the Licensee as follows:

**1. FACILITY USE:** The Club hereby allows the Licensee the use of the portion of Eliot Hall known as the

a. \_\_\_\_\_ (*see Section 23 for further conditions relating to the auditorium*) hereinafter known as the "premises" commencing on \_\_\_\_\_ and concluding on \_.

The fees for the license represented herein is to be determined according to the following fee schedule: please see rental prices in document provided

*No air conditioning is available in the building.*

The premises shall be used solely and exclusively for the purpose of theatrical rehearsal, production and presentation/or for no other purpose.

The hours that the premises shall be available each day are as follows.

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: \_\_\_\_ A.M./P.M. to \_\_\_\_ A.M./P.M.

The Club shall have the right to use Eliot Hall or any portion thereof, not being licensed under this Agreement, at any time, in any manner, and for any purpose.

**2. SUPERVISION OF CHILDREN:** The Licensee agrees to supervise all children under the age of 18 at all times and ensure that they remain in the designated areas and away from open windows.

**3. PAYMENT:** \$

**4. LIGHTING EQUIPMENT (if renting auditorium).** The Licensee may employ basic stage lighting in the auditorium as is set up at the time of their performance, or as agreed upon with the Technical Director.

**5. FINAL LOAD-OUT:** The Licensee shall complete the final load-out and removal of all of the Licensee's goods, equipment, materials, personnel and trash, and the premises shall be restored to the condition it was in prior to Licensee's use and in broom-clean condition no later than

### **end of contract term**

If the Licensee does not fully perform same, the Licensee shall be deemed to have abandoned anything remaining. The Club may dispose of anything remaining as it sees fit. The Club may, but is not obliged to, store anything remaining at the Licensee's expense. The Licensee shall be liable to the Club for all damages sustained by the Club as a result of the Licensee's failure to comply with this paragraph and for the costs and expenses incurred by the Club in moving and disposing of anything remaining, as well as for storage charges, if any. No accounting need be rendered to the Licensee by the Club of any goods, equipment, or materials so abandoned.

**6. PUBLICITY:** Specific publicity for each of the Licensee's productions or events, and the costs thereof, are the sole responsibility of the Licensee. In all the Licensee's publicity, advertising, invitations, or announcements, wherever, the premises are referred to, they shall be identified as "Eliot Hall" and/or by their street address. Nowhere in the Licensee's publicity, advertising, invitations, or announcements shall the premises be identified as "The Footlight Club", "home of the Footlight Club", or in any other way that involves use of the Club's name. The Licensee shall not include the Club's telephone number in any of its publicity, advertising, invitations, or announcements, or use the Club's incoming telephone line or answering machine for business or promotional purposes. The conditions and restrictions in this paragraph apply to all publicity, including but not limited to posters, flyers, newspaper advertising, newspaper listings, press releases, and programs.

**7. SECURITY:** The Licensee must provide at the Licensee's own expense adequate security for the event(s) produced or sponsored on the premises. The level of security to be required must be approved by the Club in its sole discretion, taking into account such factors as the type and size of anticipated audience and the nature of the event(s). Such security may include, but is not limited to, one or more paid detail officers from the Boston Police. For the purposes of this Agreement, "adequate security" is defined as follows: Monitoring people in the building during use and securing the building upon departure.

The Club reserves the right to revise this definition and require additional security at any time before or during the licensing period specified in Paragraph 1, above.

**8. CARE OF THE PREMISES:** The Licensee agrees:

(a) to accept the premises in its present condition and to make no improvements, changes, alterations, or decoration to any part of the exterior or interior of the premises or the Building without the Club's prior written consent and the approval of all governmental authorities having jurisdiction thereof, including but not limited to the Massachusetts Board of Fire Underwriters;

(b) to pay for all breakages and damages to the premises and the Building caused by any employee, agent, invitee, or guest of the Licensee, at any time, or by any other person using or entering the premises at any time while the Licensee is using the premises;

(c) to use the premises in full accordance with the laws, ordinances, rules and regulations of all governmental authorities having jurisdiction thereof;

(d) to restore the premises to the same condition they were in immediately prior to each use granted by this Agreement (*this includes that no trash be left anywhere in the building*)

(e) to secure permission from the Club's rental Agent or other designated person for any additional equipment and/or scenery the Licensee wishes to bring in.

**9. SEATS:**

**Auditorium:** The maximum number of seats available for any performance or event is 342.  
The Licensee agrees that no more than 342 tickets shall be sold or made available for any performance or other event during the rental period specified in Paragraph 1, above.

**Parker:** The maximum capacity is 100.

**Parlor:** The maximum capacity is 10.

**10. LICENSEE'S REPRESENTATION:** The Licensee warrants and represents that any work(s) produced on the premises under the terms of this Agreement do(es) not and will not contain any matter that is obscene, libelous, or otherwise contrary to law; that the Licensee has full rights and privileges to produce any work(s) to be produced on the premises under the terms of this Agreement; that performance of said work(s) will not violate or infringe upon any copyrights, rights of privacy, or any

other rights of any person whatsoever; and that the Licensee shall hold the Club and all persons claiming under it harmless and indemnified from any and all claims, damages, or expenses (including attorney's fees) arising out of or in connection with the breach of any of the Licensee's representations herein.

**11. LICENSES, FEES, AND COMPLIANCE WITH LAW:** The Licensee is responsible for all production costs, including any and all royalties and license fees, incurred as a result of the Licensee's use of the premises. Should the Licensee wish to sell food and/or alcoholic beverages in any part of the premises, such licenses would include, but not be limited to a temporary liquor licenses in the Licensee's name. Such sales of food and/or alcoholic beverages by the Licensee must also be approved in writing by the Club prior to use. Licenses required of the Licensee for the use specified in Paragraph 1, above, include, but are not limited to, the following:

Licensee shall comply in all respects with any and all Local, City, State and Federal rules, regulations, ordinances, statutes and laws in connection with use of the premises and the Building and shall not use the premises or the Building in any manner which would be detrimental to the premises or the Building, or the Club's licenses.

**12. FIREPROOFING:** All set pieces, flats, scenery, drapes, and curtains brought in by the Licensee for use anywhere in the premises or in the Building must be fireproof, and a certificate of fireproofing must be furnished for each such item.

**13. STORAGE:** The Licensee's equipment may not be stored on the premises except by separate agreement between the Club and the Licensee.

**14. INSURANCE:** The Licensee shall carry Comprehensive Public Liability Insurance with bodily injury limits of not less than \$300,000.00, worker's compensation, and property damage insurance with limits of not less than \$50,000.00 to cover its operation and use of the premises and the Building. Licensee shall give to the Club a copy of its Certificate of Liability Insurance showing said insurance, upon signing this agreement. Licensee shall also pay any premium over and above the normal premiums paid by the Club for fire and other insurance coverage due to Licensee's use of the premises. The Licensee shall indemnify the Club and shall hold the Club harmless from any and all damages or liability arising out of any incident or cause of any kind whatsoever incurred by the Licensee or any person acting by, through or under the Licensee's rights, by or on any portion of the premises, or the Building for any reasons whatsoever; or incurred as a result of conditions caused by the Licensee or any person acting by, through or under the Licensee's rights, by or on any portion of the premises, or the Building; or arising in any way out of the Licensee's use of the premises or the Building, all of any nature whatsoever.

**15. HOLD HARMLESS:** Notwithstanding anything contained in Paragraph 14, above, the Licensee shall indemnify and hold the Club harmless from and against any claims, lawsuits, judgments, damages, costs, and expenses or demand (including, but not limited to, attorney's fees and expenses) arising out of Licensee's use of the premises or Building and/or out of the presentation and production of Licensee's business, and/or out of any breach of this Agreement by Licensee, and/or any claims, lawsuits, judgments, damages, costs, and expenses or demand (including, but not limited to, attorney's fees and expenses) imposed upon, incurred by, or asserted against the Club by reason of:

- (a) any accident, illness, injury to or death of any person(s), or loss of or damage to any property, occurring during the Licensee's use of the premises, on or about the premises, the Building, or any part thereof or the adjoining sidewalks; or
- (b) any negligence or tortious act on the part of the Licensee or any of the Licensee's agents, employees, invitees, or guests;

(c) from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from the neglect in not removing snow and ice from the roof of the Building or from the sidewalks bordering upon the premises.

The Licensee accepts the premises "as is" and will assume all duties and obligations in connection with the use, maintenance, and repair of the premises, and will indemnify and hold the Club harmless against any claim of injury or damage to person(s) or property in connection therewith. The obligations of the Licensee in this Paragraph shall survive any termination of this Agreement.

**16. RULES AND REGULATIONS:** The Licensee shall abide by the rules and regulations of the Club, especially regarding closing times and late-night music and noise in the residential neighborhood where the premises are located. The Licensee shall also abide by all legal insurance requirements applicable to the premises. Licensee also agrees that it will abide by the following House Rules:

(a) No pets or animals shall be brought into the premises or Building.

(b) No food or beverages in the auditorium, auditorium landing, stage or backstage areas

(c) No smoking or use of electronic cigarettes anywhere inside Eliot Hall

(d) All Fire, Building, and Health Department regulation shall be complied with.

(e) At the end of each rental use, all doors and windows shall be locked and all mechanical equipment and lights shall be shut off.

**17. PARKING:** The Licensee shall advertise, publicize, and otherwise inform the Licensee's agents, employees, invitees, and guests that parking is limited on Eliot Street, Jamaica Plain, and that such agents, employees, invitees, and guests should park in the two public parking lots located near the premises, just off Centre Street, on Burroughs Street (behind Blanchard's Liquor Store) or on Harris Avenue.

**18. FORCE MAJEURE:** If, in the opinion of the Club, the premises are rendered unsuitable for the Licensee's use by reason of fire, national or local calamity or emergency, any unforeseen occurrence, act of God, strike, labor dispute, or any other contingency or occurrence beyond the control of the Club, the Club shall not be responsible to the Licensee, or any other individual or entity, for any damage caused thereby, and the Club in such event may terminate this Agreement immediately.

**19: LICENSING AGREEMENT ONLY:** This is a licensing agreement only, and nothing contained herein shall be deemed to constitute a joint venture, landlord-tenant, or trust relationship between the Club and the Licensee.

**20. TELEPHONES AND OFFICE SPACE:** This Agreement in no way includes the use of the Club's telephone and offices.

**21. EMPLOYEES:** The Licensee hereby acknowledges that all persons employed on or about the premises, or in the Building in connection with the Licensee's use except supervising lighting technicians provided by the Club, shall be deemed for all purposes to be employees of the Licensee. The Licensee shall be solely and exclusively responsible for all sums payable for social security, unemployment insurance and disability benefits, any and all other payments due to such employees and payments to any appropriate governmental authorities for all taxes, fees, and any other sums, and the Club shall not be responsible therefore.

**22. NO ASSIGNMENT:** The Licensee's rights under this Agreement are personal, and the Licensee may not assign, sublet, or otherwise grant or permit any other person to exercise the right granted to the Licensee under this Agreement.

**23. FURTHER CONDITIONS:** Licensee agrees to obtain information about and adhere to the most updated CDC, Massachusetts and Boston COVID-related guidelines, recommendations and requirements for non-pharmaceutical control of virus spread. Licensee accepts full responsibility for

informing all members of their party, including audience members, of guidelines, recommendations and requirements. You are also obligated to read and comply with posted signage at 7a Eliot St/Eliot Hall.

**24. ALL AGREEMENTS:** This Agreement incorporates all agreements between the Licensee and the Club, and there shall be no variation or modification of it, except as specified herein, unless such variation or modification shall be stated in writing and signed by the parties to this Agreement.

**25. ATTACHMENTS:** Any and all attachments, duly signed or initialed by both parties to this Agreement, shall be considered part of this Agreement.

**26. GOVERNING LAW:** This Agreement is to be construed as a Massachusetts contract, shall be construed according to Massachusetts law, and is to take effect as a sealed instrument.

**27. ACCESS:** The Club may, at reasonable times, enter to view the premises and may remove placards and signs not approved, and make repairs and alteration as the Club may need to do. No abatement of any of the payments due from Licensee hereunder shall be claimed or allowed to Licensee due to any inconvenience or discomfort due to the making of necessary repairs so long as the premises are not rendered completely unusable.

**28. TERMINATION:** The Club may terminate this License due to any default or breach of this Agreement by Licensee immediately upon delivering written notice to the Licensee.

If the Club terminates this License, Licensee agrees to surrender the premises immediately in accordance with Paragraphs 2 and 5, above. If Licensee fails to do so, the Club may use all remedies allowed by law to remove Licensee and its belongings including but not limited to obtaining an execution for possession at a preliminary injunction hearing. Licensee shall be responsible and liable to the Club for all damages the Club incurs due to Licensee's default including but not limited to all licensing fees due under this Agreement, costs, expenses, and reasonable attorney's fees.

**29. LICENSEE'S AGENT:** The name of the person whose signature appears below has the authority of the Licensee to enter into this Agreement on behalf of the Licensee.

**30. NOTICES:** Any notices provided for herein shall be in writing and shall be effective if:

(a) to the Club delivered to:

The Footlight Club  
7A Eliot Street  
Jamaica Plain, MA 02130

(b) to the Licensee delivered to:

In witness whereof, the parties hereto have caused this Agreement to be executed and sealed this \_\_\_ day of \_\_\_\_\_.

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Footlight Club  
Shantel and Sara Schonour/Facilities Director

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Licensee: \_\_\_\_\_  
Position: \_\_\_\_\_

