

Playhouse Square
Inspiring performance.

**SPECIAL LICENSE AGREEMENT FOR USE
OF THEATERS IN PLAYHOUSE SQUARE**

THIS AGREEMENT, made effective this 1st day of September 2026 by and between the Playhouse Square Foundation, hereinafter referred to as "Licensor," and whose address is:

Playhouse Square Foundation
1501 Euclid Avenue, Suite 200
Cleveland, Ohio 44115

and Brecksville-Broadview Heights High School hereinafter referred to jointly and severally as the "Licensee," and whose duly appointed representative and address is:

Brecksville-Broadview Heights High School
6380 Mill Rd
Broadview Hts, OH 44147
(440) 740-4700

WITNESSETH:

In consideration of the mutual covenants express herein, Licensor and Licensee agree as follows:

SECTION 1 - LICENSED SPACE, DATE & TIME

The Licensor grants to Licensee a license to use such portions of the Playhouse Square known as the KeyBank State Theatre at 1519 Euclid Ave, hereinafter referred to as the "Premises," during the day of Saturday, May 29, 2027, for the following purposes and none other, and at the following specific times, hereinafter referred to as the "Engagement":

(Purpose): Commencement for Brecksville-Broadview Heights High School Class of 2027

(Specific times of use):

On Saturday, May 29, 2027, from 1:00 pm until 3:00 pm for ceremony

SECTION 2 - LICENSE FEE

In consideration for the licensing of the Premises, Licensee agrees to pay Licensor all of the following amounts and such additional amounts as are otherwise specified herein:

A. A license fee of \$ 8,450.00 which shall include the following:

- * Use of the theater as described in Section 1
- * TWO (2) front-of-house security guards for above use
- * THREE (3) House Managers
- * Up to 24 man hours of housemen stagehand time
- * Up to (2) 8-ft tables with house linens as needed
- * Marquee message running day of ceremony
- * Up to TEN (10) complimentary garage parking passes

Licensee's Initials: Cy

B. Any pre-approved costs incurred by Licensor relating to the scheduled engagement and/or rehearsals, including, without limitation, the cost of additional personnel for operations, maintenance and/or policing functions which Licensor deems reasonably necessary. Any such additional costs under this Section 2(B) and Section 2(C) shall not exceed a cumulative total of \$2,500.00 without prior written authorization and an accompanying certified purchase order from the Licensee's Treasurer.

C. In addition to the fee provided in Section 2(A) hereof, Licensee shall pay Licensor the charges for the following items prior to the Engagement:

Any and all additional labor, fees, rentals, supplies and expenses incurred on behalf of this Engagement, including:

* (280) rental chairs @ \$4.00 each	\$1,120.00
* Piano Rental & Tuning	\$ 250.00
* (10) Additional Garage Parking Passes@ \$20 each	\$ 200.00

D. Licensor reserves the right to submit to Licensee, at any time before or after an Engagement, a bill for any additional fees or other charges which are not calculated or ascertained at or immediately following the time of any Engagement. Licensee agrees to pay said invoice in full within thirty (30) days of receipt, subject to the maximum expenditure limits authorized by the Licensee.

E. All sums payable to Licensor hereunder shall be payable by cash, certified check, business check or postal service money order at the office of Licensor or such other place as Licensor shall designate.

SECTION 3 - DEPOSIT, PAYMENT & SETTLEMENT

A deposit payment of **\$10,020.00**, equaling one hundred percent (100%) of the total estimated bill, as well as a signed copy of this agreement is due no later than **Thursday, October 1, 2026**. A final settlement invoice will be presented within 45 days following the Engagement, if necessary, for any additional rentals or other fees associated with the event.

SECTION 4 - RULES, REGULATIONS, LABOR AGREEMENTS AND LAWS

A. **Acknowledgement of Awareness.** Licensee is fully aware of and shall continue to keep fully aware of all rules and regulations which apply to the Premises or any part thereof including those set forth in the "Rules and Regulations" addendum Exhibit A attached hereto, and with all laws, ordinances and other regulations which affect or relate to the rehearsals and/or Engagements contemplated, and shall comply with all such rules, regulations, laws, ordinances and other regulations as may be in effect at the times when Licensee uses the Premises.

B. **Agreement to Comply.** Licensee agrees, represents and warrants that Licensee, its officers, agents, employees and independent contractors shall, at all times, in accordance with their use of the Premises be aware of and conduct themselves in accordance with all applicable laws, rules and regulations of the United States of America, the State of Ohio, the County of Cuyahoga and the City of Cleveland. All decorations, drapes, curtains, electric wiring, structures, scenery, and other items furnished or erected by Licensee shall be in compliance with all such rules, regulations,

Licensee's Initials: *cy*

laws, ordinances and other regulations related thereto. It is intended that the standards, obligations and duties imposed by this Agreement shall be maintained and complied with by Licensee in addition to its compliance with all applicable governmental laws, ordinances and regulations more stringent than the standards, duties and obligations imposed on Licensee by Licensor. Licensor shall not be liable to Licensee for any diminution or deprivation of possession or of Licensee's rights hereunder on account of the exercise of any such authority as herein provided, nor shall Licensee be entitled to terminate the whole or any portion of this Agreement by reason thereof.

SECTION 5 - PERSONS ON PREMISES

Licensor reserves the right to limit the number of persons, in advance of ticket sales, who may come upon the Premises during Engagement. In no event shall the number permitted on the Premises exceed the number permitted by law. Licensee shall be solely responsible for ensuring the number of persons on the Premises does not exceed the number permitted by law.

SECTION 6 - LICENSOR'S ACCESS TO THE PREMISES

Licensor reserves free access, without abatement of any fees due hereunder, to all parts of Playhouse Square including, without limitation, the Premises, for itself, and for any officer, agent, employee or independent contractor thereof who may and shall have the right, at any and all times during the term of this Agreement, to enter the Premises, inspect, alter, repair, or add to the Premises of Playhouse Square and to enter the Premises in connection with proper control and management of Playhouse Square or any part thereof or any concessions therein, and Licensee shall not claim or be allowed to be paid damages for any injury or inconvenience occasioned thereby; provided Licensor shall use its best efforts not to interfere with Licensee's use of the Premises, except for the occurrence of any emergencies.

SECTION 7 - SPECIFIC LICENSE PROHIBITIONS

Licensee shall not in all or any part of Playhouse Square:

- A. Commit any nuisance or knowingly do or permit to be done anything which may result in the creation of commission of a nuisance.
- B. Cause or produce or cause to be produced therein, or to emanate therefrom any unusual, noxious or objectionable smokes, gases, vapors or odors.
- C. Use any part thereof for cooking, lodging, sleeping or any unlawful purpose.
- D. Permit any of its officers, agents, employees, independent contractors or others in any way connected with Licensee to use or consume alcoholic beverages or any controlled substance.
- E. Do or permit to be done anything which may interfere with the effectiveness or accessibility or any utility, heating, ventilation or air conditioning systems or portions thereof in Playhouse Square, nor do or permit to be done anything which may interfere with free access and passage thereto or to the public areas adjacent thereto, or to the streets or sidewalks adjoining Playhouse Square.
- F. Do or permit to be done anything which may interfere with the effectiveness or accessibility of elevators (including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto) in or adjacent to Playhouse Square.
- G. Overload any floor, ceiling or wall thereof or the gridiron or hang equipment on any other fixture therein, without the express written consent of Licensor.
- H. Place any additional lock of any kind upon any window or interior or exterior door of Playhouse Square, or make any change in any existing door or window lock or the mechanism thereof unless expressly permitted in writing to do so and unless a key therefor is maintained by Licensor.

Licensee's Initials: 

I. Unless arrangements satisfactory to Licensor have been made in writing with Licensor's concessionaire, independent contractor or Licensee, as the case may be, provide for or sell or dispense food, beverages, liquor, tobacco products, or articles of any kind, whether or not included in the above categories.

J. Take or cause or permit others to take photographs in or of Playhouse Square without the prior consent of, and upon the terms and conditions agreed to by, Licensor. Amateur photography or archival photography is permitted. See also contract Addendum Exhibit A.

K. Obstruct any portion of the sidewalks, entrances, passages, vestibules, walls, elevators or ways of access in or about Playhouse Square or use the same for any purpose other than ingress and egress to and from the Premises.

L. Smoke or consume food or beverages at any time except in areas approved by Licensor.

M. Hang or place any scenery, properties or costumes in such a way as to interfere with the proper operation of the fire curtain.

N. Hang or place any scenery, properties or costumes within six (6) feet of the "plaster line" that cannot be removed by one stagehand in one (1) hour without the prior written consent of Licensor.

O. Install telephone, television or telecommunication devices anywhere in Playhouse Square without prior consent of Licensor.

SECTION 8 - NON-USE OF CREDIT

Licensee agrees not to employ persons, purchase or rent supplies and/or equipment, or contract for services, or incur any indebtedness or liability of any kind or nature in the name of the Licensor, its board members, its officers, agents or employees, or members of its boards, commissions and volunteers.

SECTION 9 - PUBLIC SOLICITATION PROHIBITED

No collections or solicitations, whether for charity or otherwise, shall be made or attempted without the written consent of the President of Licensor. No advertising, other than advertising for the Engagements which Licensee is presenting, shall be distributed or displayed on the Premises without the prior written consent of the President of Licensor or his/her authorized representative.

SECTION 10 - DISCRIMINATION PROHIBITED

Licensee shall not unlawfully discriminate against any person with respect to race, color, religion, national origin, sex, sexual orientation or age and shall comply with all applicable federal, state and local laws relative thereto.

SECTION 11 - LICENSEE CONCESSIONS

Licensee acknowledges hereby that it shall not be authorized to sell any concessions.

SECTION 12 - COPYRIGHT LAW

A. Licensee agrees, represents and warrants that nothing contained in the performances or in any other way connected with Licensee's activities under this Agreement shall violate or infringe upon any copyright, right of privacy or other statutory or common law right of any person, firm or corporation.

Licensee's Initials: 

B. Securing of and payment for all performing rights is the responsibility of Licensee. Licensee shall furnish to Licensors documented evidence (e.g., a copy of the licenses) of such performing rights not less than thirty (30) days prior to the scheduled date of the Engagement. Failure to provide such evidence at such time may result in cancellation of this Agreement without penalty to the Licensors and without refund to Licensee. In the event of such failure Licensors may withhold a reasonable amount from the Engagement settlement to help protect Licensors from any and all claims, losses, or expenses incurred with regard thereto. In all events Licensee assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated in the conduct of said event, including but not limited to royalties or licensing fees due to Broadcast Music Incorporated (BMI), American Society of Composers, Authors and Publishers (ASCAP) and Society of European Stage Authors and Composers (SESAC).

SECTION 13 -LICENSOR'S RIGHT TO FURNISH PROGRAMS

Licensee has the right to supply printed programs for commencement exercises provided that advance arrangements regarding delivery and distribution are made with Licensee. Note: The correct address of the KeyBank State Theatre is 1519 Euclid Ave, Cleveland, Ohio 44115. (Please note that Playhouse Square has adopted the "-re" spelling of "Theatre" when used as a proper noun.)

SECTION 14- PUBLICITY/ADVERTISING

A. Licensee acknowledges that until and unless an agreement is signed by Licensors and Licensee, and an executed copy thereof is delivered to Licensee, no information or publicity of any nature whatsoever relating to Licensee's proposed Engagement in Playhouse Square shall be disseminated or released, including but not limited to, the offering of tickets or reservations for contemplated performances.

B. For publicity and promotion purposes, we are known as "**Playhouse Square.**" Please use this specific designation, with or without our trademarked "P" logo, as well as the full name of the theatre being used, in all invitations, programs and other printed and electronic communications and public correspondence in reference to this engagement.

C. All commencement invitations must be submitted by Licensee to Licensors at least ten (10) days prior to the proposed use of the same, and the same or any parts thereof may be abridged, modified or rejected by Licensors in its full and complete discretion without liability to Licensee therefor. No such material which has been abridged, modified or rejected by Licensors thereafter shall be used by Licensee except as so abridged or modified.

D. No literature, posters, cards, banners, circulars, flags or other promotional material or decoration shall be posted in or about the Premises without the prior written consent of Licensors and then only in a manner and location as specified by Licensors.

SECTION 15 -TENANTABILITY AND ALTERATIONS

Licensee agrees that the Premises are in a tenantable and good condition, and that no oral representations as to the condition thereof or as to the terms of this Agreement were made by Licensors, any of its board members, officers, agents or employees prior to or at the execution of this Agreement other than that which is stated herein or in an addendum or exhibit attached hereto; that the Premises or any part thereof shall not be altered, repaired, added to, improved or changed without the prior written consent of Licensors, and that, unless otherwise provided by such prior written consent or by this Agreement, all alterations, repairs, additions, improvements or changes shall be done either by or under the direction of Licensors, but at the cost of Licensee, and that any

Licensee's Initials: 

such alterations, repairs, additions, improvements or changes made in or to the Premises shall be surrendered in as good condition as the same are now in, normal wear and tear excepted. Licensee agrees to be responsible for actual, documented damages to the Premises directly caused by the negligence of Licensee's employees or agents. Licensors shall provide an itemized invoice detailing such damages. Licensee shall process payment for any mutually agreed-upon damages within thirty (30) days of receipt of said invoice, subject to the appropriation and certification requirements of Ohio Revised Code 5705.41.

SECTION 16 - SOVEREIGN IMMUNITY & LIABILITY

Any provisions in this Agreement or its exhibits requiring the Licensee to indemnify, defend, or hold harmless the Licensors are hereby struck in their entirety and shall be null and void. As a public school district and political subdivision of the State of Ohio, the Licensee is strictly prohibited by the Ohio Constitution from indemnifying third parties. The Licensee retains all defenses, immunities, and limitations of liability provided under Ohio Revised Code Chapter 2744. The Licensee shall only be responsible for liability to the extent directly resulting from the negligent acts or omissions of its own employees acting within the scope of their employment.

SECTION 17 - GOVERNING LAW & JURISDICTION

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of competent jurisdiction located in Cuyahoga County, Ohio.

SECTION 18 - DROP-OFF AND PICK UP OF EQUIPMENT AND SUPPLIES

Delivery of printed programs, flowers, stage settings, equipment, signage and other similar items of Licensee must be arranged in advance. Licensors are not responsible for any items delivered without advance notice, nor for items which may be left after an engagement. All personal property and stage items must be removed from the premises immediately following the engagement.

SECTION 19 - EJECTION OF PATRONS

Licensors reserve the right to eject any objectionable person or persons from the Premises and Licensee hereby waives any and all claims for damages resulting from the exercise of such authority.

SECTION 20 - CONCURRENT USE OF COMPLEX

Licensors reserve the right to license other parts of Playhouse Square at the same time as the Premises are being used by Licensee and the use of the lobby, vestibules, hallways, lounges and other public rooms and facilities that may be made available to Licensee in the discretion of Licensors shall be concurrent with the use by such others as Licensors may determine; provided that such licensing to others shall not unreasonably interfere with the use of the Premises by Licensee.

SECTION 21 - USE OF UTILITIES

Licensors shall be the sole judge of the character and amount of all services supplied for use in the Premises, including, without limitation, electric current, water, heat, air conditioning, janitor and elevator service, and neither Licensors, its officers, agents employees or members of its boards and commissions or volunteers shall ever be liable

Licensee's Initials: 

for any stoppage or interruption of any of said services. Licensee shall not use or connect with the electric wires, plugs or other outlets, any more lights or appliances than are provided in each room or area by the existing theatre lighting and sound system, nor shall Licensee use or convert any electric lamp of higher candle power other than that so provided for, or any fan, motor or other machine or apparatus other than that so provided without the written consent of Licensor. In the event of receiving Licensor's written permission for any such connection, Licensee shall pay the cost of the electricity or water so used by the light or electrical appliance, or by the water-using apparatus.

SECTION 22 - PARKING

It is specifically understood and agreed that Licensee hereby acquires no parking rights of any kind or nature except as may be specified elsewhere within this agreement. Licensee specifically agrees that neither Licensee nor any of its officers, agents, employees, independent contractors or others in any manner connected with Licensee, will park any vehicles of any kind or nature anywhere in or around Playhouse Square except in marked loading zones only while actually loading or unloading items for use in connection with Licensee's use of the Premises, but never after having been told to remove any such vehicle by the Special Events Manager or any other person exercising the authority of Licensor.

SECTION 23 - SETS, SCENERY AND PROPERTIES

A. Sets, scenery, decorations, lighting, sound equipment and properties may be used only with the prior review and written consent of Licensor which Licensor reserves the right at any time to revoke such consent and require the dismantling and removal of such sets, scenery or properties as it, in its sole discretion, deems injurious or inappropriate to the Premises. All work upon the stage in connection with an Engagement shall be done under the supervision of and with the prior approval of Licensor, and the expense thereof shall be borne solely by Licensee. All lights, draperies, sound and stage equipment shall be returned to house plot at the end of each Engagement. Licensee hereby releases Licensor from all responsibility and liability by reason of any damage to or destruction or theft of any sets, scenery, decorations, lighting, sound equipment, properties, piano or any other property brought on or caused to be brought on the Premises by Licensee, with or without Licensor's consent, at any time before, during, between or after all performances covered by this Agreement.

B. Licensee agrees that any and all stage settings, scenery, decorations, paraphernalia or other equipment or property erected or placed on the Premises by Licensee shall be removed and Licensee shall quit and surrender the Premises at all of the move-out times set forth in Section 1 hereof, the Premises to be clean and in as good order and condition as when taken, normal wear and tear excepted. In the event that Licensee fails to comply with such time limitations, Licensor is hereby authorized to remove and store or to procure the removal and storage of any and all such stage settings, scenery, decorations, paraphernalia or other equipment or property at Licensee's expense and risk; and Licensee agrees to pay on demand the cost thereof and to pay on demand any loss or damage sustained by Licensor by reason of Licensee's failure to so quit and surrender the Premises and make said removals. Failure to comply with move-out deadlines is hereby acknowledged to be an abandonment of said property and the granting of authority to Licensor through its President or his duly authorized representative to dispose of said property as he so deems advisable.

Licensee's Initials: 

SECTION 24 - INSURANCE AND INDEMNIFICATION

Licensee shall at its own expense, obtain and deliver to Licensors at the time this Agreement is executed and maintain during the term of this Agreement, insurance policies or certificates of insurance in such amounts and in such form as are set forth below, naming Licensors, its board members, officers, employees, agents invitees and volunteers as additional insureds and insuring Licensors against all losses, damages and claims referred to herein. All such insurance must include sixty (60) days' notice by carrier of its intent to cancel, materially change, or refuse to renew coverage provided. The obtaining of insurance or the furnishing of insurance by Licensee as provided herein shall not in any way relieve Licensee from any of the obligations, liabilities, assumptions, responsibilities or other contractual duties referred to in this Agreement, regardless of the coverages mentioned in such insurance for the terms of the policy or policies involved. Proof of insurance coverage must be furnished to Licensee no later than 30 days prior to event date. The coverages to be provided are:

A. Workers Compensation. Licensee shall provide Licensors with a certificate of insurance showing Workers' Compensation Insurance as required by Ohio law to be in force for the term of this Agreement, or a certificate that Licensee is not required by law to maintain Workers' Compensation Insurance Coverage.

8. Liability Insurance. General public liability and property damage liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence combined single limit bodily injury and property damage liability with One Million Dollars (\$1,000,000.00) umbrella coverage, all of which shall be required before use of the Premises is permitted.

C. Property Insurance. Licensee shall not do or permit to be done anything in or upon any portion of the Premises, or bring or keep anything therein or thereupon which will in any way conflict with the conditions of any insurance policy upon the Playhouse Square Center or any part thereof or in any way increase the rate of insurance thereupon or on property kept therein.

D. Unsafe Operation. Licensee shall not, without prior express written consent of the Licensors, put up or operate any engine or motor or machinery or use oils or other flammables such as camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, nor use any other agent for heating or illuminating the Premises except that provided by Licensors. Licensee shall not set off or exhibit on or over the Premises or bring on to the Premises any fireworks or explosives.

E. Liability Hold Harmless. To the maximum extent permitted by Ohio law, and strictly subject to the statutory immunities, defenses, and limitations of liability established by Ohio Revised Code Chapter 2744, Licensee shall be responsible for its own negligent acts or omissions, and those of its employees acting within the scope of their employment. Licensee is legally prohibited from, and shall not be required to, indemnify, defend, or hold harmless the Licensors, its agents, or its employees against any claims, losses, or liabilities whatsoever.

F. Automobiles. Licensee shall maintain non-owned and hired automobile coverage in the amount of Five Hundred Thousand Dollars (\$500,000.00) combined single limit bodily injury and property damage liability.

SECTION 25-DEFAMATION HOLD HARMLESS

Licensee shall be solely responsible for any claims of defamation, libel, or slander directly arising from Licensee's performances, speeches, or materials, subject exclusively to the immunities and limitations provided to political subdivisions under Ohio Revised Code Chapter 2744.'

Licensee's Initials: 

SECTION 26 - LIABILITY FOR DELAY

Licensee hereby waives and Licensors shall have no liability to Licensee for any delay or annoyance caused to Licensee arising out of the actions of any public authority or on account of any strike, lockout or other labor difficulties, civil commotion, accidents, or failure of equipment, and Licensors shall not be responsible or have any liability for loss or damage to the equipment or personal property of Licensee or any performer, agent or employee of Licensee kept or placed in or about the Premises or used in connection with any rehearsal or performance given or to be given hereunder or entrusted to any person employed at the Premises or by Licensors due to fire, theft or any other cause.

SECTION 27 - DAMAGE TO FIXTURES AND EQUIPMENT

Licensee shall exercise good care in the use of the Premises and the fixtures and equipment therein at all times. Licensee shall promptly reimburse Licensors for any damage to the Premises or to the fixtures or equipment therein by reason of any act or omission by Licensee, or by the performers, agents, employees or patrons of Licensee.

SECTION 28 - DAMAGES TO PERSONS, PROPERTY AND THE PREMISES

Any provision in this Agreement requiring the Licensee to expressly release, hold harmless, defend, or indemnify the Licensors against claims for property damage, personal injury, or loss is null and void. As a political subdivision of the State of Ohio, Licensee is strictly prohibited by Article VIII, Section 6 of the Ohio Constitution from indemnifying or assuming the liability of a private entity. The Parties agree that Licensee shall only be responsible for property damage, personal injury, or loss to the extent directly caused by the negligent acts or omissions of Licensee's own employees acting within the scope of their employment. Furthermore, any such responsibility is strictly subject to the statutory immunities, defenses, and liability limits provided to public school districts under Ohio Revised Code Chapter 2744. Licensors shall retain full responsibility for premises liability and the acts, omissions, or negligence of its own agents, employees, and independent contractors.

SECTION 29 - TERMINATION DUE TO DAMAGE OR DESTRUCTION OF THE PREMISES

Should the Premises be destroyed or damaged to such an extent that such damage will substantially interfere with the use of the Premises by Licensee, this Agreement shall terminate. If the damage or destruction is due to events not the fault of Licensee, Licensee shall be refunded the fees it has paid in excess of what is otherwise due to Licensors to the time of such damage or destruction. In the event of such termination, Licensee waives any and all claim upon Licensors for damages or other compensation except for said fees.

SECTION 30 - TIME IS OF THE ESSENCE

Time is of the essence as to all provisions hereof. Each and every provision, condition and covenant hereof is a material part of the consideration for this Agreement, including, without limitation, those set forth in Exhibit A attached hereto, and any other exhibits and addenda which may be attached hereto, and are by this reference incorporated herein and made a part hereof. Licensee acknowledges that it has read all such Exhibits and addenda and agrees to be bound by the provisions included therein.

SECTION 31 - MATTERS NOT COVERED BY AGREEMENT

Any matters, rules, or obligations not expressly covered by this Agreement shall be determined by the mutual written agreement of the Parties. In the event of an immediate operational or safety emergency during the Engagement, Licensors may exercise

Licensee's Initials: 

reasonable discretion to ensure the safety of the Premises and guests; however, under no circumstances shall Licensor's exercise of such discretion impose any additional financial obligation, fee, liability, or indemnification requirement upon the Licensee beyond what is expressly authorized in this Agreement and certified by the Licensee's Treasurer pursuant to Ohio law.

SECTION 32 - COMPLETE AGREEMENT

The terms set forth in this Agreement constitute the entire agreement between the parties hereto. Licensee acknowledges that no person acting or purporting to act on behalf of Licensor has made any promises or representations upon which Licensee has relied except those expressly stated herein. This Agreement may only be altered by an instrument executed both by Licensee and Licensor in the same manner as this Agreement is executed.

SECTION 33 - CONSTRUCTION

A. The term "Playhouse Square" refers to the complex of buildings and structures collectively known by that term including the "Mimi Ohio Theatre," "Kennedy's," the "Westfield Studio Theatre," the "KeyBank State Theatre," the "Connor Palace," as well as the "Hanna Theatre," the "Allen Theatre," the "Helen Theatre," and the "Outcalt Theatre" and their lobbies, connecting passageways and backstage areas. The words "Licensor" and "Licensee" as used herein include, apply to and bind and benefit the heirs, executors, administrators, successors and assigns of Licensor and Licensee. Whenever the phrases "in the opinion of Licensor" or "satisfactory to Licensor" or like phrases of similar import appear, such phrases shall be construed to confer upon Licensor sole discretion; and any other provisions of this Agreement which call for determinations or opinions shall likewise confer upon Licensor sole discretion; and Licensor's decision in all such matters shall be final and binding, but in all events shall be exercised reasonably.

B. If any part or portion of this Agreement should be held to be invalid by any court having jurisdiction thereof, such invalidity shall not affect any other section or provisions or portion hereof.

SECTION 34-COVID-19 COMPLIANCE

A. The Licensee agrees to follow COVID-19 compliance measures in place set by Licensor at the time of the engagement.

If this Agreement is not duly signed by Licensee and returned to Licensor with deposit payment as specified prior to 5:00 P.M. on Thursday, October 1, 2026, this Agreement shall be void and Licensor shall be free from any and all obligations to Licensee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed as of the 16th day of September, 2026.

PLAYHOUSE SQUARE FOUNDATION

Licensee: BRECKSVILLE-BROADVIEW HEIGHTS
HIGH SCHOOL

By: 
Laura Smith
President

By: 
Title: Craig Yaniglos, Treasurer/CFO

Licensee's Initials: 