

# **NORTHERN ILLINOIS UNIVERSITY CONVOCATION CENTER**

## **LICENSE AGREEMENT**

**EVENT CODE:** 1022384; 1022385; 1022386; 1022387

**LICENSE AGREEMENT NUMBER:** 5/20/2027; 5/18/2028; 5/25/2029; 5/24/2030

**EVENT:** Burlington Central HS Graduation

**CERTIFICATE OF INSURANCE RECEIVED:** \_\_\_\_\_

**DEPOSIT RECEIVED \$** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **CHECK NO.** \_\_\_\_\_

**THIS AGREEMENT MUST BE SIGNED BY THE LICENSEE AND RETURNED WITHIN 14 DAYS FROM THE ISSUE DATE ALONG WITH ANY APPLICABLE DEPOSITS OR THE AGREEMENT MAY BE DECLARED NULL AND VOID AND LICENSOR SHALL HAVE THE RIGHT TO CANCEL THE DATES BEING HELD AND COVERED BY THIS AGREEMENT WITHOUT NOTICE.**

THIS LICENSE AGREEMENT (together with the Exhibits attached hereto, the "Agreement"), is made and entered into by and between the Board of Trustees of Northern Illinois University, a body corporate and politic of the State of Illinois ("LICENSOR"), and

Sarah Farrington  
Assistant Principal for Building & Operations  
Burlington Central High School  
847-464-6030 Ext. 8306  
Direct Office Dial: 224-990-7086

("LICENSEE"),

### **WITNESSETH:**

Whereas LICENSOR is the owner, operator and manager of the Northern Illinois University Convocation Center ("CONVOCATION CENTER"), located in De Kalb, Illinois, and

Whereas LICENSEE desires to use all or a portion of the CONVOCATION CENTER, as set forth below, for the purposes and in accordance with the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

## **1. USE OF THE CONVOCATION CENTER:**

**A. LICENSE AND TERM:** LICENSOR hereby grants LICENSEE, upon the terms and conditions hereinafter expressed, a license to use those areas of the CONVOCATION CENTER described on Exhibit A attached hereto, including all improvements, furniture, fixtures, easements, rights of ingress and egress, and appurtenances thereto, during the dates and times set forth on Exhibit A (each such date and time, an "EVENT"). Available dressing rooms, office space and storage space shall be provided at the sole discretion of LICENSOR and at no cost to LICENSEE during the EVENT. The license granted herein shall be effective as of the date and time set forth on Exhibit A and shall continue in effect, unless earlier terminated as set forth herein, until the stated date and time. Use of the CONVOCATION CENTER in excess of the time described herein may result in additional charges.

**B. ADDITIONAL USE:** In the event LICENSEE desires to use any portion of the CONVOCATION CENTER at any time other than during the dates and times delineated on Exhibit A, LICENSEE shall request from LICENSOR prior written permission to use the CONVOCATION CENTER, or portions thereof, on said dates and times. In the event such permission is granted, LICENSEE shall pay an additional fee as determined solely by LICENSOR for such use. Only the areas the LICENSOR authorizes in writing and made a part of this Agreement shall be occupied by LICENSEE.

**C. SIMULTANEOUS USES:** LICENSEE acknowledges that in addition to the use of the CONVOCATION CENTER as contemplated by this Agreement, the CONVOCATION CENTER and the various parts thereof may be used for the installation, holding, presentation and removal of other activities or events, and that in order for LICENSOR to operate the CONVOCATION CENTER as efficiently as practical, it may be necessary to make available to others certain services and accommodations of the CONVOCATION CENTER, including without limitation, entrances, exits, truck ramps, receiving areas, marshaling areas, outdoor areas, storage area, passenger and freight elevators and concession areas, which may be scheduled or shared with other activities or events. LICENSOR shall have the right, in its sole discretion, to use or permit the use of any portion of the CONVOCATION CENTER other than the areas licensed herein to any person, firm or other entity regardless of the nature of the use of such other space. LICENSOR shall have full, complete and absolute authority to establish the schedule for the use and availability of such services and accommodations and to determine when and the extent to which the sharing of any such services and accommodations is

necessary or desirable. LICENSEE shall comply with any schedules so established and cooperate in any sharing arrangements so determined.

**D. EQUIPMENT AND SERVICES:** All equipment, staffing and services necessary or required for this EVENT by the LICENSEE, the LICENSEE'S exhibitors or guests shall be ordered through and furnished by LICENSOR at the LICENSEE'S sole expense. These items may include, but are not necessarily limited to, EVENT staffing, special custodial services, equipment set-up and removal, equipment items, electrical and utility services, food and beverage services, decorator services, advertising, marketing and publicity costs, ticketing costs or any other equipment, staffing or services at rates established for the CONVOCATION CENTER. If any equipment, staffing or services are furnished, with or without charges, by LICENSOR to LICENSEE, LICENSOR shall in no event be liable for a failure to provide such services when prevented by strikes, accidents or other causes beyond the reasonable control or prevention of LICENSOR or during the repairing of equipment which is provided by LICENSOR for such purposes. LICENSOR reserves the right to supply, operate and control all equipment used for the EVENT. If LICENSOR is unable to provide requested equipment or agrees to allow LICENSEE to bring equipment into the CONVOCATION CENTER, LICENSEE warrants that such equipment brought into the CONVOCATION CENTER shall be in good working order and meet all applicable safety regulations. LICENSEE accepts responsibility for supervision and guarding of its equipment, its property and the property of its employees, subcontractors and agents.

**E. UTILITY SERVICES:** LICENSOR shall supply lighting, heating or air conditioning and water as installed, at such times and in such amounts as shall be reasonably necessary in LICENSOR'S sole opinion, which shall be conducive for the comfortable use and occupancy of the CONVOCATION CENTER, except when prevented by strikes, accidents or other causes beyond the control or prevention of LICENSOR and except during the repairing of equipment or apparatus in the CONVOCATION CENTER which is provided for such air conditioning and illuminating purposes. All special electrical, water, gas, telecommunications and cable television services needed by the LICENSEE, the LICENSEE'S exhibitors or guests shall be ordered through and furnished by LICENSOR.

**F. STAFFING AND LABOR:** LICENSOR retains the right to determine the appropriate number of personnel necessary to serve and protect the public properly. All personnel provided by LICENSOR shall remain employees of LICENSOR and shall be under direct supervision of LICENSOR staff. LICENSEE shall not perform any work or employ any personnel in connection with the EVENT unless the work or employment conforms to labor Agreements to which LICENSOR is party or which control labor activities at the CONVOCATION CENTER, if any. At LICENSEE'S request, LICENSOR shall advise LICENSEE of pertinent provisions of the labor Agreements, if any.

**G. CLEANING SERVICES:** LICENSOR shall provide at its expense and at its discretion, appropriate cleaning services of corridors, public lobbies and rest rooms with necessary equipment, materials, supplies, labor and supervision and standard cleaning

services normally and customarily provided after each EVENT, but only in normal and reasonable amounts.

**H. PARKING:** LICENSOR shall operate all parking facilities and retain all revenues collected therefrom. LICENSOR shall have the sole right to determine parking fees. If LICENSEE desires that its attendees not pay the parking fee, LICENSEE may make prior arrangements with LICENSOR and LICENSEE may pay all or a portion of the parking fee. The amount of the parking fee, however, shall remain the same.

**I. MANAGEMENT CONTROL:** LICENSOR shall at all times maintain control of the CONVOCATION CENTER and shall enforce all rules and regulations relative to its operation. When applicable, the CONVOCATION CENTER shall provide LICENSEE a copy of its rules and regulations.

**J. UNLAWFUL OR IMMORAL USE:** LICENSEE shall not use the CONVOCATION CENTER, or permit the CONVOCATION CENTER to be used by any of its officers, agents, employees, guests or invitees, for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on or near the CONVOCATION CENTER.

## **2. FINANCIAL TERMS AND CONDITIONS:**

**A. LICENSE FEE:** LICENSEE shall pay a fee in the amount as set forth on Exhibit B attached hereto ("License Fee"). If the License Fee includes a percentage of revenue generated from an EVENT, then no collections, whether for charity or otherwise, shall be made, attempted or announced at the CONVOCATION CENTER, without first having made a written request and received the prior written consent of LICENSOR. Donations or collections may be allowed by LICENSOR in lieu of an admission ticket, and in such event, all such monies received from such collections or donations shall be considered as ticket revenues for the purpose of determining the License Fee due to LICENSOR.

**B. TICKETING FEES:** If the EVENT has no percentage license fee, then LICENSOR shall be reimbursed for the labor expenses incurred for the ticketing services in addition to the license fee. No portion of the ticketing phone or outlet convenience charges shall be shared with the LICENSEE.

**C. OTHER CHARGES:** In addition to the License Fee, LICENSEE shall pay LICENSOR for Additional Use, equipment, staffing and services as provided in Article 1 in accordance with the latest Convocation Center rate sheets, which shall be furnished to the LICENSEE upon request, or as otherwise determined by LICENSOR. In addition to payment of these expenses, LICENSEE shall be responsible for all additional expenses incurred by LICENSOR in connection with the holding of the EVENT at the CONVOCATION CENTER. This responsibility shall survive and continue after the Settlement described in paragraph J of this Article.

**D. DEPOSIT:** LICENSEE shall pay LICENSOR a deposit as provided in Exhibit B. The deposit shall be applied against the total charges for the EVENT at settlement. LICENSOR reserves the right to retain any or all of the deposit if LICENSEE violates any terms of this Agreement. LICENSOR further reserves the right to retain any or all of the deposit and apply it to any expenses incurred due to cancellation of the EVENT or to pay expenses incurred which are payable by the LICENSEE as a result of the EVENT.

**E. REFUND OF DEPOSITS:** If LICENSEE shall for any reason fail to occupy or use the CONVOCATION CENTER as provided herein, no refund shall be made of any amounts paid by LICENSEE to LICENSOR hereunder, and the aggregate amount payable by LICENSEE to LICENSOR hereunder, including disbursements or expenses incurred by LICENSOR in connection herewith, shall be payable in full by LICENSEE to LICENSOR.

**F. ADDITIONAL DEPOSITS:** LICENSEE shall pay any additional deposits required by LICENSOR upon demand. Failure to pay additional deposits promptly may result in cancellation of the EVENT. In addition to the deposits required in Exhibit B, in order to ensure the payment to LICENSOR of the License Fee, the expenses and any other amounts as may accrue from time to time under this Agreement, LICENSEE shall deliver into the custody of LICENSOR upon demand by LICENSOR and at least ten (10) days prior to the first EVENT, a certified check payable to LICENSOR, performance bond, letter of credit, ticket sales escrow or other security acceptable to LICENSOR, in the amount required in Exhibit B. Should LICENSEE fail to pay the License Fee, the expenses or any other amounts due to LICENSOR in accordance with the terms of this Agreement, then LICENSOR may apply the proceeds of said check, performance bond, letter of credit, ticket sales escrow or other security in settlement thereof. The remedy provided herein shall be non-exclusive and shall be in addition to any other remedy available to LICENSOR in this Agreement or in law or equity.

**G. LATE CHARGES:** If LICENSEE fails to pay any amounts when due under this Agreement, LICENSEE shall pay to LICENSOR a late charge of 1.5% per month on the unpaid balance.

**H. EVENT EXPENSE ESTIMATE:** Upon LICENSEE'S request and upon receipt of specific EVENT information, LICENSOR shall provide EVENT cost estimates. Any cost estimate provided is a good faith attempt to identify EVENT costs. Cost estimates are not a firm price quotation, and the LICENSEE shall be held responsible to pay LICENSOR the full payment of the actual costs presented to the LICENSEE at settlement.

**I. TAXES:** LICENSOR shall not be liable for the payment of taxes, late charges or penalties of any nature relating to any EVENT or any revenue received by, or payments made to, LICENSEE in respect of any EVENT, except as otherwise provided by law. LICENSEE shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, permits, municipal liens, levies, excises or imposts, whether general or special, or ordinary or extraordinary,

of every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature or kind, which may be levied, assessed, charged or imposed, or which may become a lien or charge against this Agreement or any other improvements now or hereafter owned by LICENSEE. LICENSEE shall relieve LICENSOR from any responsibility for acquiring or paying for such taxes, licenses or permits, except that LICENSOR shall remit any taxes collected at settlement on behalf of the LICENSEE.

**J. SETTLEMENT:** At the conclusion of the EVENT, license fees, reimbursable costs and other expenses shall be deducted from deposits, ticket receipts or other applicable revenue, with all remaining funds paid to the LICENSEE, without interest.

### **3. TICKETS AND SEATING**

**A. TICKET OFFICE CONTROL:** LICENSOR shall at all times maintain control and direction of the ticket office, ticket personnel and ticket sales. Only employees under the direct control and supervision of LICENSOR shall be permitted use of LICENSOR'S ticket office facilities or otherwise be engaged as admissions control personnel. LICENSEE shall be required to use the computer ticketing company designated by LICENSOR and to abide by terms agreed upon between LICENSOR and the computer ticket company, unless LICENSOR agrees in writing to allow LICENSEE to utilize another method of selling tickets. If such permission is granted, LICENSEE must agree to follow the ticket consignment procedures set by LICENSOR. In the handling, control and custody of ticket receipts, whether received through the ticket office or otherwise, LICENSOR is acting for the accommodation and sole benefit of the LICENSEE and, as to such receipts, LICENSOR shall be responsible only for gross negligence or willful misconduct.

**B. OUTLETS:** NA

**C. ORDERING OF TICKETS:** NA

**D. MANIFEST:** A ticket printer's manifest shall be submitted in duplicate to LICENSOR when hard tickets are printed.

**E. DELIVERY OF TICKETS:** NA

**F. TICKET PRICES:** NA

**G. COMPLIMENTARY TICKETS:** LICENSEE shall provide to LICENSOR'S ticket office a designated, authorized representative to approve requests for complimentary tickets. No requests for complimentary tickets shall be processed without approval of this authorized representative.

**H. PERSONAL CHECKS/CREDIT CARDS:** NA

**I. SEATING CAPACITY:** LICENSEE shall not sell or distribute in any fashion tickets or passes in excess of the seating capacity for the EVENT. LICENSOR shall have the sole right to establish capacities in the CONVOCATION CENTER. LICENSEE shall not admit to the CONVOCATION CENTER a larger number of persons than can safely and freely move about in the CONVOCATION CENTER.

**J. OBSTRUCTED VIEW SEATS:** LICENSEE agrees that any seats with limited or impaired vision shall be marked as "OBSTRUCTED VIEW" or "LIMITED VIEW."

**K. TICKET REFUNDS:** NA

**L. CAPITAL IMPROVEMENT FEE:** NA

**M. PREMIUM SEAT TICKETS:** Tickets used by LICENSOR for private suite holders shall not be included on ticket manifest or in gross receipts calculations, and all revenue derived from this premium seating shall be retained by LICENSOR. If requested, LICENSEE may buy out premium seating at a discounted rate.

Licensee Buy Out- Suites A-D \$250 per suite  
Standard Rate- Suites A-D \$350 per suite

Licensee Buy Out- Nelson Suite \$500  
Standard Rate- Nelson Suite \$1,000

**N. RELOCATE SEATS:** NA

**O. ACCOUNTING:** NA

**P. SCALPING:** NA

#### **4. FOOD, BEVERAGES, MERCHANDISE AND PARKING:**

**A. LICENSOR RETAINED REVENUES AND RIGHTS:** LICENSOR shall retain one hundred percent (100%) of all revenues generated in connection with the sale of food and beverages, merchandise and parking at the CONVOCATION CENTER. LICENSOR reserves all rights to concession sales, including, but not necessarily limited to, all food and beverage products, vending items, souvenirs, novelties and checkroom services except as otherwise provided.

**B. CATERING:** All catering must be provided by LICENSOR or LICENSOR'S contracted caterer .

**C. FREE SAMPLES:** Neither LICENSEE nor any of LICENSEE'S exhibitors, patrons or guests may sell or give away any samples of food, beverages or any product without prior written approval of LICENSOR.

**D. ALCOHOLIC BEVERAGES:** All rights to the sale or distribution of alcoholic beverages are reserved by LICENSOR. LICENSEE agrees that no alcoholic beverages of any type may be sold, distributed or brought onto the CONVOCATION CENTER premises by the LICENSEE, its agents, employees, exhibitors or patrons except upon prior written permission of LICENSOR. LICENSOR shall solely determine the types and brands of alcoholic beverages to be dispensed, the methods of selling and distributing alcoholic beverages and the events during which they may be sold or distributed.

## **5. RIGHTS AND RESPONSIBILITIES OF LICENSEE**

**A. AUTHORIZED AGENT:** An authorized representative of LICENSEE with decision making capabilities must be at the CONVOCATION CENTER for the duration of any load-in, set-up, rehearsal(s), performance(s), strike and load-out of all scheduled EVENTS, unless prior arrangements have been made with the appropriate staff of LICENSOR.

**B. CLEANING:** LICENSEE shall keep the CONVOCATION CENTER in an orderly condition, and shall cause all refuse, rubbish and debris to be deposited in containers or at locations in the CONVOCATION CENTER which are designated for that purpose.

**C. CONDITION OF CONVOCATION CENTER:** LICENSEE acknowledges that LICENSEE has inspected the CONVOCATION CENTER, and that LICENSEE is satisfied with the condition, fitness and order of the CONVOCATION CENTER and has accepted the CONVOCATION CENTER in its present condition. Neither LICENSOR nor LICENSOR'S employees or agents have made any representations or warranties with respect to the CONVOCATION CENTER. Commencement of the use of the CONVOCATION CENTER by LICENSEE shall be conclusive evidence against LICENSEE that the CONVOCATION CENTER was in good repair and satisfactory condition, fitness and order when such use commenced. LICENSOR shall have the continuing obligation and responsibility to maintain and keep the CONVOCATION CENTER in good order and repair, normal wear and tear excepted, provided, however, that any damages to the CONVOCATION CENTER and its appurtenances caused by LICENSEE or its officers, agents, employees, guests or invitees shall be paid for by LICENSEE at the estimated or actual cost of repair.

**D. ALTERATIONS AND IMPROVEMENTS:** LICENSEE shall not make any alterations or improvements to the CONVOCATION CENTER without the prior written consent of LICENSOR. Any alterations or improvements of whatever nature made or placed by LICENSEE to or on the CONVOCATION CENTER, except movable trade fixtures, shall, at the option of LICENSOR, (i) be removed by LICENSEE, at LICENSEE'S expense, immediately upon the conclusion of the EVENT, or (ii) become the property of LICENSOR.



**E. SHIPMENTS:** LICENSEE shall not direct shipments to LICENSOR prior to the first set up day of the EVENT without advance written permission of LICENSOR. LICENSOR reserves the right to refuse any shipments.

**F. COPYRIGHT:** LICENSEE shall assume all responsibility for procuring and paying for the use of any copyrights, trademarks or other materials used in the EVENT. LICENSEE further agrees to save and hold harmless LICENSOR and its trustees, officers, employees and agents from any costs or claims arising from any alleged copyright or trademark violations. LICENSEE warrants that it has in effect, and shall maintain in effect during the time of the EVENT, valid performing rights and licenses for the EVENT. LICENSEE further agrees to submit upon demand valid written evidence of such licenses.

**G. DISABILITIES:** LICENSEE agrees to abide by all procedures and policies to insure that the EVENT complies with all legislation respecting persons with disabilities. LICENSEE shall be responsible for ensuring that the CONVOCATION CENTER complies and continues to comply in all respects with the Americans with Disabilities Act (ADA), including accessibility, usability and configuration insofar as LICENSEE modifies, rearranges or sets up in the CONVOCATION CENTER in order to accommodate LICENSEE'S usage. LICENSEE shall be responsible for any violations of the ADA that arise from LICENSEE'S reconfiguration of the seating areas or modification of other portions of the CONVOCATION CENTER in order to accommodate LICENSEE'S usage. LICENSEE shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices and procedures it applies in connection with the EVENT are in compliance with the ADA.

**H. NOTIFICATION:** It is the obligation and responsibility of LICENSEE to inform in a timely manner the performer's management and its clients contracted with LICENSEE of any and all general conditions, restrictions and policies specified in this Agreement. LICENSOR shall not be held responsible for any discrepancies, difficulties or charges that might occur if LICENSEE'S artist and clients are not aware of LICENSOR'S restrictions and policies.

**I. PRODUCTION REQUIREMENTS:** LICENSEE shall furnish LICENSOR with detailed production and EVENT requirements no later than two (2) weeks prior to the beginning of the EVENT. The intent of the foregoing is to enable both parties of this Agreement to anticipate and work out in advance any problems that might occur relating to LICENSEE'S use of CONVOCATION CENTER. Further, LICENSOR requires advance information in order to schedule the appropriate personnel and equipment for LICENSEE'S use of CONVOCATION CENTER and to compile expense estimates. LICENSOR shall provide a reasonable amount of production consulting at no cost. A fee shall be levied for any excessive production demands place upon LICENSOR'S employees.

**J. STORAGE OF GOODS AND SURRENDER OF PREMISES:** Upon the termination of this Agreement for any reason whatsoever, LICENSEE shall immediately

quit and surrender the CONVOCATION CENTER to LICENSOR. Upon such quitting and surrender, the CONVOCATION CENTER shall be in the same condition of cleanliness as at the beginning of the EVENT and in good order, ordinary wear excepted. LICENSEE shall promptly remove from the CONVOCATION CENTER any goods or chattels brought or permitted in the CONVOCATION CENTER. At the end of the EVENT, LICENSOR shall have the right, but not the obligation, in addition to any other rights provided by law or elsewhere in this Agreement, to remove or store the property of LICENSEE and any third parties occupying the CONVOCATION CENTER pursuant to this Agreement in such manner as it may deem reasonable under the circumstances. All costs resulting from the removal or storage of such property shall be borne exclusively by LICENSEE, and LICENSOR shall have the right to retain ticket office receipts or any other funds otherwise payable to LICENSEE in satisfaction of such costs. LICENSOR shall incur no liability whatsoever in connection with such removal or storage, except for willful malfeasance on its part. LICENSOR shall exercise all reasonable care to safeguard the property of the LICENSEE while in the CONVOCATION CENTER, however, LICENSOR shall assume no responsibility whatsoever for any property placed in LICENSOR'S facilities and is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property that may be sustained by reason of the occupancy of the CONVOCATION CENTER, or any part thereof under this Agreement except if caused by the gross negligence of LICENSOR.

**K. TRANSPORTATION:** All transportation of LICENSEE equipment and personnel required for this EVENT shall be the responsibility of the LICENSEE.

## **6. PUBLIC SAFETY:**

**A. PUBLIC SAFETY:** LICENSEE shall at all times conduct activities with full regard to public safety and shall observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR'S regulations and requests established or made to assure such safety. LICENSOR has the right at all times to take such steps as it deems necessary to ensure public safety.

**B. OBSTRUCTIONS:** It is further understood and agreed that LICENSEE shall permit no chairs or seats to be or to remain in the passageways, fire exits and other exits of the CONVOCATION CENTER and shall keep all passageways, fire exits and other exits clear at all times; and the sidewalk, grounds, entries, passages, vestibules, halls, elevators, abutting streets and all ways of access to public utilities of CONVOCATION CENTER shall not be obstructed by LICENSEE or used for any purpose other than for ingress to, and egress from, the CONVOCATION CENTER.

**C. HAZARDS:** LICENSEE shall not bring into the CONVOCATION CENTER or generate therein any material, substance, equipment or object, including a hazardous material, which is likely to endanger the life of, or cause bodily injury to, any person in the CONVOCATION CENTER or which is likely to constitute a hazard to property thereon, without the prior approval of LICENSOR. LICENSOR shall have the right to refuse to

allow such material, substance, equipment or object to be brought into the CONVOCATION CENTER and the further right to require its immediate removal if found thereon. "Hazardous material" shall include, without limitation, those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances" or "solid waste" in any applicable state or federal environmental law.

**D. EVACUATION:** LICENSOR shall have the sole right to determine when and if it is necessary to evacuate the CONVOCATION CENTER for whatever reason. If such evacuation occurs and results in cancellation of the EVENT, LICENSEE hereby agrees to waive any claims for damages against LICENSOR. Should it become necessary in the judgment of LICENSOR to evacuate and then later reoccupy the CONVOCATION CENTER because of a bomb threat or for other reasons of public safety, LICENSEE shall retain possession of the CONVOCATION CENTER for sufficient time to complete presentation of its activity without additional license charges, providing such time does not interfere with another building commitment. If it is not possible to complete presentation of the activity, the License Fee shall be forfeited, prorated or adjusted at the discretion of LICENSOR based on the situation, and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

**E. LASER AND PYROTECHNIC DEVICES:** LICENSEE shall with respect to the use of any and all laser and pyrotechnic devices to be operated in connection with the presentation of the EVENT, if any, comply with all laws, rules, regulations, prescriptions, criteria and policies of all federal, state and municipal authorities or agencies applicable thereto, including, without limitation, the applicable rules, regulations and directives of LICENSOR. LICENSEE shall deliver all supporting documentation confirming LICENSEE'S compliance with the above requirements at least seven (7) days prior to the first performance of the EVENT. Notwithstanding all of the foregoing, LICENSEE shall not use any laser or pyrotechnic devices whatsoever without the prior written consent of LICENSOR, which may be withheld in LICENSOR'S sole discretion.

**F. ENTRANCES AND EXITS:** The entrances and exits of the CONVOCATION CENTER shall be locked or unlocked during the EVENT as LICENSEE may direct, subject to regulations of federal, state or municipal authorities, any lawful direction of peace officers, and also subject to LICENSOR'S approval. No exit door or other exit shall be locked, blocked or bolted, preventing egress, while the CONVOCATION CENTER is in use. All designated exitways shall be maintained in such manner as to be visible at all times. LICENSOR shall, at LICENSEE'S expense, at all times maintain security, as designated by LICENSOR, at all exits and entrances of the CONVOCATION CENTER when such exits and entrances are unlocked. Articles, fittings, fixtures, materials and equipment shall be brought into or removed from the CONVOCATION CENTER only at entrances and exits designated by LICENSOR. The total number and weight of vehicles which may enter the CONVOCATION CENTER at one time shall be determined by LICENSOR in its absolute discretion.

**G. ANNOUNCEMENTS:** LICENSOR reserves the right to make announcements in the interest of public safety, to provide information to attendees and to announce upcoming events at the CONVOCATION CENTER.

**H. ACCESS:** LICENSOR shall have the right to free access of any and all areas of the CONVOCATION CENTER during the EVENT.

**I. DANGEROUS PERSONS:** LICENSOR reserves the right to eject or cause to be ejected from the CONVOCATION CENTER any person or persons who in the judgment of LICENSOR pose a threat to the safety of others attending the EVENT. LICENSOR shall not be liable for any damages which may be sustained as a result of such action. LICENSEE hereby appoints LICENSOR or any servant, employee or agent of LICENSOR, as LICENSEE'S agent to refuse admission to or to cause to be removed from the CONVOCATION CENTER any such person. Any persons employed by LICENSEE shall be under the general supervision and control of LICENSOR (but not as an agent, servant or employee of LICENSOR) while in or about the CONVOCATION CENTER and may be refused entrance by LICENSOR for non-compliance with provisions of this Agreement or for objectionable or improper conduct without any liability on LICENSOR'S part for such refusal or ejection.

**J. OPENING OF DOORS:** LICENSOR reserves the right to open the doors when LICENSOR deems it necessary to move the public into or out of the CONVOCATION CENTER in a safe and orderly manner. LICENSOR may cancel any sound checks or other EVENT preparations in order to move the public in or out of the CONVOCATION CENTER safely. Doors opening hours shall be in accordance with advertised time, LICENSOR'S policy and applicable law.

## **7. PROMOTION, ADVERTISING AND BROADCASTING:**

**A. EVENT SPONSORSHIP:** LICENSEE shall not allow any advertising or media coverage publicizing the EVENT to state or imply that LICENSOR is sponsoring the EVENT unless the EVENT is, in fact, sponsored or co-sponsored by LICENSOR. The use of the CONVOCATION CENTER by any organization, individual or group of individuals does not in itself constitute endorsement by LICENSOR of that organization, individual or group of individuals, nor of any product, service, precept or tenet of any kind. Those who use the CONVOCATION CENTER are forbidden to express or imply such endorsement in any of the programs or performances carried on at the CONVOCATION CENTER or in advertising or promotion associated with such EVENTS. A statement of true EVENT sponsorship must appear in all advertising for an EVENT. LICENSOR reserves the right to withhold its name or logo from any advertisement, if used in any way other than to indicate the venue of the EVENT.

**B. APPROVAL BY LICENSOR:** In no case shall LICENSEE promote, advertise or arrange for the promotion or advertising of the EVENT in any medium whatsoever prior to receipt of written approval from LICENSOR. Such approval may be withheld by LICENSOR for any reason whatsoever in its sole discretion. Under no

circumstances shall such approval be given until such time as there is full availability of tickets for the EVENT at LICENSOR'S ticket office. LICENSEE agrees that all advertising of the EVENT shall be honest, accurate and true.

**C. LOGO USE:** In all advertising as described herein, the standard logo of the CONVOCATION CENTER must be displayed and described in the manner directed by LICENSOR in its sole discretion.

**D. USE OF VISUAL DEPICTION:** Notwithstanding anything in this section to the contrary, LICENSEE acknowledges that there shall be no visual depiction of the CONVOCATION CENTER for advertising, promotional or any other purposes without the express written approval of LICENSOR.

**E. EVENT PRESENTED AS ADVERTISED:** LICENSEE represents and warrants to LICENSOR that it has secured all rights required to advertise or promote the EVENT, including the appearance of all artists, athletes or other persons participating therein. LICENSEE hereby guarantees that all persons or groups advertised as appearing in the EVENT shall in fact participate in the EVENT as advertised.

**F. ADVERTISING/SIGNAGE:** LICENSOR reserves all rights to advertising, signs, scoreboards, displays and banners of all types on, in and around the CONVOCATION CENTER, and all revenues therefrom shall accrue to LICENSOR. No signage shall be allowed to be placed by the LICENSEE, or any of the LICENSEE'S agents, employees or invitees without prior written approval of LICENSOR. LICENSEE shall not advertise, paint, post or exhibit, nor allow to be advertised, painted, posted or exhibited signs, advertisements, show bills, lithographs, posters or cards of any description inside or outside or on any part of the CONVOCATION CENTER except upon written permission of LICENSOR. LICENSOR reserves and retains the right to use the sound system, video system, display advertising capabilities and all other advertising capabilities in and about the CONVOCATION CENTER in any manner which in its sole opinion are desirable or appropriate, providing only that such announcements, descriptions, advertisements and use do not unduly disrupt or interfere with the EVENT.

**G. ADVERTISING PLACEMENT:** LICENSEE shall pay LICENSOR a negotiated fee for all advertising placed by LICENSOR'S marketing department. LICENSOR shall not pay for advertising of an EVENT which has been placed directly by LICENSEE without prior approval by LICENSOR'S marketing department.

**H. PHOTOGRAPHS:** LICENSOR shall honor requests from working media to and may have photographers photograph portions of the EVENT, subject to reasonable and proper restrictions, unless specifically prohibited by the LICENSEE in advance in writing. LICENSOR reserves the right to use photographs of and references to LICENSEE'S entertainment and activity, subject to artist approval and reasonable and proper restrictions, for promotion of the CONVOCATION CENTER and for archival purposes.

**I. BROADCAST:** LICENSEE shall not broadcast by television, radio or on the Internet, whether by way of video streaming, web casting or otherwise, any EVENT scheduled to be presented in the CONVOCATION CENTER under the terms of this Agreement without the prior written approval of LICENSOR. LICENSOR reserves all rights and privileges for radio broadcasting, televising, video streaming, web casting, filming, videotaping, sound recording, photographing or any kinds of reproduction of whatever nature originating from CONVOCATION CENTER during the term of this Agreement. Should LICENSOR grant to LICENSEE such privilege, LICENSOR has the right to require payment for the privilege in addition to the License Fee. Such permission must be obtained in writing in advance of EVENT date. LICENSEE agrees that for all closed circuit television events there shall be two projection units in place and tested no less than twenty-four (24) hours before the scheduled EVENT time.

**J. MEDIA COVERAGE:** Media covering the EVENT shall be admitted to the EVENT with proper credentials which have been approved in advance of the EVENT by LICENSOR and LICENSEE.

## **8. INSURANCE AND INDEMNIFICATION:**

**A. INSURANCE:** LICENSEE shall, at its own expense, secure and deliver to LICENSOR not less than thirty (30) days prior to the commencement of this Agreement, and shall keep in force at all times during the term of this Agreement, the following:

1. Commercial general liability insurance in a form acceptable to LICENSOR, covering its activities hereunder, including coverage for premises and operations, personal injury/advertising liability, products/completed operations, liability assumed under an insured contract, broad form property damages and independent contractors, in an amount not less than One Million Dollars (\$1,000,000) for bodily injury and One Million Dollars (\$1,000,000) for property damage, or such other amount as LICENSOR shall determine in its sole discretion;

2. Comprehensive automotive bodily injury and property damage insurance in a form acceptable to LICENSOR for business use covering all vehicles operated by LICENSEE, its officers, agents and employees in connection with its activities hereunder, whether owned by LICENSEE, LICENSOR or otherwise, with a combined single limit of not less than One Million Dollars (\$1,000,000) (including an extension of hired and non-owned coverage); and

3. Worker's compensation and employer's liability insurance for LICENSEE'S employees, as follows:

Worker's compensation (Coverage "A")	Statutory Limits
Employer's liability (Coverage "B")	\$100,000 each accident
	\$300,000 disease-policy limit
	\$100,000 disease-each employee

4. Umbrella insurance over the coverages required herein in the amount of at least Two Million Dollars (\$2,000,000), or such other amount as LICENSOR shall determine in its sole discretion.

The following shall apply to the insurance policies required in the clauses above:

(i) LICENSOR and its trustees, officers, employees and agents shall be named as additional insureds thereunder. Not less than thirty (30) days prior to the date of the EVENT set forth on Exhibit A, LICENSEE shall deliver to LICENSOR certificates of insurance evidencing the existence thereof, all in such form as LICENSOR may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy shall not be canceled or materially changed or altered without first giving thirty (30) days' prior written notice" to the Director of the CONVOCATION CENTER. If any of the insurance policies covered by the foregoing certificates of insurance shall expire prior to or during the time of an EVENT, LICENSEE shall deliver to LICENSOR at least thirty (30) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.

(ii) The coverage limits on such policies shall be on a per-occurrence basis only; there shall be no aggregate limit with respect to the aggregate amount of coverage provided thereunder.

(iii) LICENSEE hereby acknowledges that the coverage limits contained in any policy shall in no way limit the liabilities or obligations of LICENSEE under this Agreement, including, without limitation, LICENSEE'S indemnification obligations below.

The terms of all insurance policies referred to in this section shall preclude subrogation claims against LICENSOR and its trustees, officers, affiliates, employees and agents. The insurance must be written by an insurance company licensed to do business in the State of Illinois and have an A.M. Best rating of at least A-VI. If the LICENSEE fails to provide the aforementioned evidence of insurance by the stated date, LICENSOR shall have the right either to obtain the required insurance with the premium to be paid by the LICENSEE or to cancel the EVENT.

**B. INDEMNIFICATION:** LICENSEE shall indemnify, defend and hold harmless LICENSOR and its trustees, officers, affiliates, employees and agents from and against any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") arising from (i) LICENSEE'S failure to comply with any and all federal, state, foreign, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions (collectively, the "Laws") applicable to LICENSEE'S performance under this Agreement, (ii) any unlawful acts on the part of LICENSEE or its officers, employees, agents or subcontractors, (iii) personal or bodily injury to or death of persons or damage to the property of LICENSOR to the extent caused by the negligent acts, errors or omissions or the willful misconduct of LICENSEE or its officers, employees, agents or subcontractors, or (iv) the material breach or default by LICENSEE or its officers, employees, agents or subcontractors of any provisions of this Agreement.

LICENSEE shall assume, defend, indemnify, protect and hold harmless LICENSOR and its trustees, officers, affiliates, employees and agents against any and all claims, demands, losses, actions or causes of action of whatsoever kind, arising or resulting directly or indirectly from the use, occupancy or licensing of the CONVOCATION CENTER by the LICENSEE, its sub-licensees, contractors, subcontractors, exhibitors, agents, officers, employees or persons attending the EVENT; and without limiting the generality of the foregoing, shall include any claim for any loss or expense arising from

any liability or claim of liability for injuries or damages to persons or property sustained or claimed to have been sustained by anyone by reason of the use of the CONVOCATION CENTER for the EVENT, whether such use was authorized or not or for any claims from anyone for loss or damage to property placed on the CONVOCATION CENTER, except if such claims arise from the gross negligence of LICENSOR.

**C. RISK OF LOSS:** LICENSEE agrees that all of its property and any property of others brought or permitted to be brought into the CONVOCATION CENTER shall be at the risk of LICENSEE and that LICENSOR shall not be liable to LICENSEE for any loss or damage due to theft, cleaning, steam, electricity, gas, water or rain which may leak or flow from or into any part of the CONVOCATION CENTER, from fire or explosion, or from any other similar or dissimilar cause whatsoever. LICENSEE shall indemnify, defend and hold harmless LICENSOR and its trustees, officers, employees and agents from any claims for loss or damage to property brought into the CONVOCATION CENTER. LICENSEE shall assume all responsibility for any equipment or goods placed in storage on LICENSOR'S property. LICENSOR shall accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE shall indemnify and hold harmless LICENSOR and its trustees, officers, employees and agents for any loss or damage to such property in the receipt, handling, care or custody of such property at any time. LICENSEE further indemnifies LICENSOR and its trustees, officers, employees and agents from any claims or costs related to claims from any third party for loss or damage to property during the time covered by this Agreement, unless caused by the gross negligence of LICENSOR.

## **9. DEFAULT, TERMINATION AND OTHER REMEDIES:**

**A. DEFAULT:** LICENSEE shall be in default under this Agreement if any of the following occur: (i) LICENSEE fails to pay any amount due hereunder (including, without limitation, the License Fee, deposits, security or the expenses on demand) when the same are required to be paid hereunder or (ii) LICENSEE or any of its officers, employees or agents fails to perform or fulfill any other term, covenant or condition contained in this Agreement or (iii) LICENSEE is adjudicated a bankrupt or adjudged to be insolvent, or a receiver or trustee of LICENSEE'S property and affairs is appointed, or the LICENSEE makes an assignment for the benefit of creditors or files a petition in bankruptcy or insolvency or for the appointment of a receiver, or any execution or attachment is issued against LICENSEE or any of LICENSEE'S property under which any person other than LICENSEE attempts to take or occupy any of LICENSEE'S rights under this Agreement, and the execution or attachment is not set aside, vacated, discharged or bonded within fifteen (15) days after it issues. In the event of such default, this Agreement may at the option of LICENSOR be canceled, whether the term has commenced or any moneys have been prepaid or not, by delivering to LICENSEE notice to that effect, and upon such delivery this License shall cease, but without prejudice to any rights of LICENSOR which had accrued before the cancellation. In the event of such default, LICENSOR shall have the right to collect all license fees and expenses due from LICENSEE from either the sources herein described or as a first lien on all property of the LICENSEE in or upon the CONVOCATION CENTER at the time of any default of any



provisions of this Agreement, and the LICENSEE hereby mortgages or pledges said property of LICENSEE for the purposes of securing the payment of all license fees and other expenses of the EVENT. LICENSOR may take possession of any and all of said property and exercise any remedies provided by law. This remedy is not exclusive and LICENSOR may, at its discretion, pursue any appropriate remedy to recover any or all deficits remaining of the License Fee and expenses due LICENSOR or for any other default. Reference in this Agreement to any particular remedy shall not preclude LICENSOR from any other remedy. LICENSOR'S failure to seek redress for violation of, or to insist upon strict performance of, any covenant or conditions of this Agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation.

**B. GOVERNMENTAL LIENS:** If any monies become due hereunder from LICENSOR to LICENSEE or any assignee of LICENSEE, and if any payment or transfer thereof is or appears to LICENSOR to be subject to federal or other governmental licensing, withholding or other restrictive regulations, LICENSOR shall not be obligated to pay over or transfer moneys unless and until LICENSOR has been satisfied by LICENSEE that LICENSOR may lawfully pay over or transfer such moneys in compliance with such regulations, and any payments shall be subject to withholding of any such moneys if required under any such regulations.

**C. FORCE MAJEURE, DEMOLITION, ALTERATION:** LICENSOR and LICENSEE shall be excused from the performance of this Agreement in whole or in part by reason of any of the following causes: In the event the CONVOCATION CENTER or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the CONVOCATION CENTER for the purposes specified herein, or if the CONVOCATION CENTER cannot be so used because of strikes, acts of God, national emergency, operation of law or other causes beyond the control of LICENSOR, then this Agreement shall terminate and LICENSOR is hereby released by LICENSEE from any damage caused thereby. LICENSEE hereby waives any claim against LICENSOR for damages or compensation by reason of such termination except that any unearned portion of the license fee or deposit due hereunder shall abate or be refunded by LICENSOR to LICENSEE.

**D. INJUNCTIVE RELIEF:** The parties agree and acknowledge that LICENSEE is a unique entity and, therefore, the rights and benefits that shall accrue to LICENSOR by reason of this Agreement are unique and that LICENSOR cannot be adequately compensated in money damages for LICENSEE'S failure to comply with the material obligations of LICENSEE under this Agreement and that therefore LICENSOR shall have the right to seek equitable relief (whether it be injunctive relief, specific performance or otherwise) in the event that LICENSEE violates its obligations herein. In addition to any other remedy available at law, equity or otherwise, LICENSOR shall have the right to seek to enjoin any breach or threatened breach or obtain specific performance of this Agreement by LICENSEE, or both, upon meeting its burden of proof of such breach or threatened breach as required by applicable statute or rule of law.

## 10. MISCELLANEOUS PROVISIONS

**A. ALTERATIONS, ADDENDA AND REPRESENTATIONS:** This Agreement and its written addenda and exhibits shall supersede any and all variations, additions, addenda, representations or agreements to the terms of this Agreement. No alterations, amendments or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto and made a part of this Agreement.

**B. AUTHORITY AND JURISDICTION:** All matters not authorized expressly by the terms of this Agreement shall be reserved to the discretion of LICENSOR.

**C. INDEPENDENT CONTRACTOR:** LICENSOR and LICENSEE are acting as independent contractors with respect to all rights and obligations under this Agreement, and this Agreement shall not create a partnership, joint venture or employment relationship between LICENSOR and LICENSEE. Nothing herein contained shall make, or be construed to make, LICENSOR or LICENSEE a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

**D. GOVERNING LAW:** This Agreement shall be deemed to be made, governed by and construed in accordance with the laws of the State of Illinois without giving effect to the conflict of law principles thereof. LICENSOR may without liability refuse to perform any obligations otherwise arising under this Agreement if performance of such obligations would in any way violate or result in conflict on the part of LICENSOR or LICENSEE with applicable federal, state or municipal laws, or be objectionable or contrary to public interests, with all such judgments to be made by LICENSOR in its sole reasonable discretion. LICENSEE shall comply with all legal requirements which arise with respect of the CONVOCATION CENTER and the use and occupation thereof. LICENSEE agrees that every person connected with LICENSEE'S use of the CONVOCATION CENTER shall abide by and conform to all federal, state and municipal laws, rules and regulations and by all rules and regulations as adopted or prescribed by LICENSOR, and that LICENSEE and its employees or agents shall not do nor suffer to be done anything at the CONVOCATION CENTER during the term of this Agreement in violation of any such laws, ordinances, rules or regulations.

**E. NONDISCRIMINATION:** LICENSEE shall not discriminate against any worker, employee or applicant or any member of the public, because of race, creed, color, religion, national origin, ancestry, age, sex or marital status or mental or physical disability, nor shall otherwise commit an unfair employment practice and shall not illegally discriminate against any such persons relative to admission, services or privileges offered to or enjoyed by the general public. During the performance of this Agreement, LICENSEE shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning civil rights.

**F. LEGAL FEES:** In the event that any legal action is taken under this Agreement, subject to the applicable limitations of the Court of Claims Act and the State Employee Indemnification Act, the prevailing party shall be entitled to have and recover from the non-prevailing party reasonable attorney's fees, cost of suit and other costs reasonably related to enforcement of its rights under this Agreement.

**G. FALSE INFORMATION:** Unless otherwise stated, the LICENSEE herein named is the real party in interest and is not acting for or on behalf of any undisclosed principals. If it is determined that the LICENSEE is not the real party in interest or has falsified any information relative to this Agreement and EVENT, LICENSOR shall have the right immediately to cancel this EVENT and the LICENSEE shall hold LICENSOR harmless from any expenses or damages arising from such cancellation. LICENSOR shall also be entitled to full license fees and related expense payments in the event of cancellation under the conditions described herein.

**H. AUTHORITY TO CONTRACT:** Each party hereby represents and warrants to the other party that:

1. It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;
2. It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery and performance of this Agreement; and
3. No litigation or pending or threatened claims or litigation exist which do or might adversely affect its ability to perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

**I. RETENTION OF DOCUMENTS:** LICENSEE shall maintain, for a minimum of three (3) years after the date of final payment or the completion of this agreement, whichever is later, such books and records relating to its performance of this agreement which are necessary to support the amounts charged to LICENSOR under this agreement; all books and records required to be maintained hereunder shall be available for review and audit by the Illinois Auditor General and LICENSOR; and LICENSEE shall cooperate fully with any such audit. Failure to maintain the books and records required by this paragraph shall establish a presumption in favor of LICENSOR for the recovery of any funds paid by LICENSOR hereunder for which the books and records are not available.

**J. NONAPPROPRIATION:** This agreement is subject to termination and cancellation without penalty in any year in which the Illinois General Assembly fails to make an appropriation to make payments under the terms hereof.

**K. SECURITY INTEREST IN LICENSE:** LICENSEE shall not encumber, hypothecate or otherwise use as security its interests in this Agreement for any purpose whatsoever without the express written consent of LICENSOR.

**L. SEVERABILITY:** In the EVENT any of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions contained herein.

**M. SUCCESSORS AND ASSIGNMENT:** This Agreement shall not be assigned, transferred or otherwise encumbered without express written approval of LICENSOR. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of LICENSOR, and to such successors and assigns of LICENSEE as are permitted to succeed to the LICENSEE'S right upon and subject to the terms hereof.

**N. WAIVER:** The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights or elections shall not prejudice such party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under this Agreement.

**O. SMOKE FREE CAMPUS ACT:** Smoke Free Campus Act (Public Act 098-0985), smoking is prohibited on all Campus Property. Campus Property is defined as property that is owned, leased, occupied or otherwise controlled by Northern Illinois University, both indoors and outdoors and in university-owned vehicles. The advertising, sale, or free sampling of tobacco products is also prohibited on campus property.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS  
LICENSE AGREEMENT TO BE EXECUTED AS OF THE DAY AND YEAR FIRST  
ABOVE WRITTEN.

LICENSOR

Board of Trustees of Northern Illinois University

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LICENSEE

*Burlington High School – Central 301.*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

LICENSEE is granted use of the following areas of the CONVOCATION CENTER on the dates and hours as specified:

### **AREA(S) OF CONVOCATION CENTER:**

*Arena*

*Auxiliary Gym*

*Multi-Purpose Room*

*Production Office (170D)*

*Locker Rooms*

### **MOVE-IN DATE(S) AND TIME(S):**

*May 20, 2027, Time TBD*

*May 18, 2028, Time TBD*

*May 25, 2029, Time TBD*

*May 24, 2030, Time TBD*

### **MOVE-OUT DATE(S) AND TIME(S):**

*May 20, 2027*

*May 18, 2028*

*May 25, 2029*

*May 24, 2030*

*Immediately following event*

### **EVENT DATE(S):**

*May 20, 2027*

*May 18, 2028*

*May 25, 2029*

*May 24, 2030*

### **EVENT TIME(S):**

*7:00 pm*

### **DOORS OPEN TIME:**

*6:00 pm*

### **REHEARSAL**

*TBD, 2027, 2028, 2029, 2030*

## **EXHIBIT B**

## LICENSE FEES

**1. PAYMENT OF LICENSE FEE:** LICENSEE agrees to pay to LICENSOR as license for the aforementioned space and EVENT covered under this Agreement the sum of:

*\$3,900.00 Flat Fee for 2027*  
*\$3,900.00 Flat Fee for 2028*  
*\$4,000.00 Flat Fee for 2029*  
*\$4,100.00 Flat Fee for 2030*

- *Rehearsal charge of \$250 each year*

**2. PAYMENT OF BOX OFFICE FEE:** LICENSEE agrees to pay to LICENSOR as fee for Box Office the sum of:

*All ceremonies must use tickets*

*Ticket printing costs:*  
*2027-2030: \$.20/ticket*

**3. PAYMENT OF LABOR, EQUIPMENT AND SERVICES:** LICENSEE agrees to pay to LICENSOR the following costs for all Labor, Equipment and Services:

*2027- \$7,250.00*  
*2028- \$7,500.00*  
*2029- \$8,000.00*  
*2030- \$8,250.00*

**4. PAYMENT FOR ANY ADDITIONAL COSTS:** LICENSEE agrees to pay to LICENSOR the following add-on costs:

*\$2,500.00 (Estimated each year for AV Production; LICENSEE will pay actual costs.)*

*Catering Costs: LICENSEE will pay actual*

**5. DEPOSIT:** NA

**OTHER SECURITY REQUIRED:**

**6. CREDIT CARD FEE:** NA

**7. COMPLIMENTARY TICKETS:** NA

**8. VENDOR FEE:** LICENSEE will be charged for any Vendor that wishes to sell flowers, souvenirs, etc. at a flat rate \$150 per vendor.

**9. CASH ADVANCE REQUEST:** NA

**10. SETTLEMENT/PAYMENT METHODS:** NA

**11. DECORATOR FEE:** NA

