

M.S.A.D. No. 75
LICENSED USE AGREEMENT

INDEMNIFICATION

To the fullest extent permitted by law, the User shall indemnify and hold harmless the Auditorium Manager, School District, its officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including but not limited to, costs of defense, including attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claim, damage, loss and/or expense: 1) is attributable to be bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss or use thereof, and 2) is caused in whole or in part by any negligent act or omission of the User, anyone directly or indirectly employed by it, or anyone for whose act it may be liable, except to the extent that it is caused by the Auditorium Manager, MSAD No. 75, its officers or employees.

TERMINATION BY AUDITORIUM MANAGER

The Auditorium Manager may terminate this Agreement without prior notice to the User under the following circumstances:

- (a) The User fails to comply with one or more terms or conditions of the Agreement; or
- (b) The Auditorium Manager determines that the User has made misrepresentations to MSAD No. 75 in connection with its use or occupancy of OPAC and associated facilities.
- (c) The Proposed use is deemed not consistent with the interests of the District and the welfare of its students.

TERMINATION BY USER

The User may terminate this Agreement, provided such termination is provided in writing at least thirty (30) days prior to the date scheduled for use. In the event of termination without the requisite 30-day notice in writing, the User shall forfeit the amounts specified in the Fee Schedule as liquidated damages to MSAD No. 75 as compensation for the District's anticipated losses in failing to rent the auditorium and unavoidable costs as shown in the Fee Schedule. Notwithstanding the foregoing, MSAD 75 shall not be required to account or otherwise offset any revenues it may receive in reletting the auditorium in the event of such termination.

APPURTENANCES

Use of the auditorium does not include use of basic stage lighting or special lighting, public address system, or piano, studio, band room, locker rooms or control room unless the User has received permission for use and tendered payment therefor according to the Fee Schedule.

PAYMENT OF FEES AND CHARGES

All fees identified in the Fee Schedule shall be paid by the User. Deposits shall be made in advance. All other fees shall be paid within 30 days of receiving invoice.

LATE PAYMENT

The User agrees to pay interest at the rate of 1.5% per month on any payment that is not made within the time limits set forth in this Agreement.

ROYALTIES AND OTHER FEES

The User acknowledges and agrees that it will be solely responsible for all royalties or charges (e.g. ASCAP or BMI license) which are due or may become due on material used for or during the event. User warrants to the Auditorium Manager that such royalties or charges have been paid or will be paid promptly in accordance with law. The User further agrees to hold MSAD No. 75 harmless and to indemnify it for all its costs or losses, including attorney's fees in defense of claims, just or unjust, relating to payment of any royalty, charge or fee for use of materials by the User during the event which is the subject of this Agreement.

RESPONSIBILITY OF USERS / GROUPS

Users and groups are responsible for their own publicity and hiring or providing ticket takers, ushers and other necessary support and technical staff. Users will also be responsible for assuring that no alcoholic beverages, tobacco products or illegal drugs are possessed or consumed in OPAC or other District facilities. Users are responsible for any damage to the facility.

APPEALS

In the event that the use of OPAC or associated facilities is denied by the Auditorium Manager, that denial may be appealed to the Board of Directors which shall make a final and binding determination on the matter.

PARKING

Parking is available in the lot(s), which surround the middle school. Parking is also permitted in the District Office lots, (except when posted for snow removal or other special condition). Although all attempts will be made to clear spaces, the Orion Performing Arts Center is unable to guarantee a specific number of spaces.