REGIS COLLEGE - FINE ARTS CENTER

USAGE POLICY 2009/10

Revised 10/07/09

Introduction

This Usage Policy is part of any Rental Agreement for the use of facilities in the Regis College Fine Arts Center and the rules herein must be adhered to absolutely by the Licensee of the facilities. Should the Licensee be found in violation of any of the provisions of this Usage Policy, the Vice-President of Business and Finance, upon the advice of the Director of the Fine Arts Center, shall have the option to declare the Rental Agreement null and void, in which event the Licensee shall forfeit all advance payments made to the College and shall be liable for all usage fees and other expenses, including legal fees incurred.

The Rental Agreement, henceforth the Agreement, and Usage Policy, henceforth the Policy, are the only agreements between the parties relative to the facilities and no oral statements or prior written matter shall have any force or effect. Any modification of the Policy or additional obligation assumed by either party in connection with the Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

The titles to the paragraphs of the Policy and Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of either the Policy or the Agreement.

The Fine Arts Center facilities are managed, scheduled, and reserved by the Director of the Fine Arts Center. Obligations in regard to the Agreement for the use of the Fine Arts Center must be rendered to the Fine Arts Center. A written, signed Agreement, specifying the Licensee’s use of the facility must be in possession of the Licensee during any such usage.

Only programs presented or sponsored by Regis College are granted a facilities usage fee waiver. Requests for use of the space will be considered from both on-campus and off-campus organizations. Off-campus organizations will be billed at the off-campus rates whether or not the organization has an association with an academic program, faculty, student, or employee of Regis College.

The Director of the Fine Arts Center will entertain requests for use of the facility in order of receipt. First priority for use of space in the Fine Arts Center is given to academic programs of the College, including classes, recitals, performances, workshops, guest artists, lecturers or events, and such other programs as will forward the academic and public mission of the College. Second priority for use shall be given to non-profit and for-profit organizations. Priority will be given to Regis College programs over off-campus programs when such requests are received simultaneously. The Vice-President of Business and Finance will review all such requests for appropriate scheduling and use of the space and assurance that policies set by the College will be met. The Vice-President of Business and Finance will review exceptions with the concurrence of the President of Regis College.

It shall be the responsibility of the Licensee to completely inform and oversee the conformity of all agents of the Licensee concerning the rules and regulations for the use of the Fine Arts Center. For clarification of any rules, regulations, policies, recurring or multi-day use, special needs, and any technical aspects, contact the Fine Arts Center at 781-768-7034/7032/7036.
I. Basic Provisions

1. The Licensee Accepts as Is
Neither the Director of the Fine Arts Center, nor the Vice-President of Business and Finance, nor the College’s agents have made representations or promises with respect to the Fine Arts Center or its premises except as herein expressly set forth.

2. Climate Control, Power, Water
As part of the Agreement, the College will provide heat and air conditioning in compliance with Federal/State energy guidelines, electrical power, and water.

3. Compliance with Laws, Rules and Regulations
Licensee agrees that every member connected with the program for which the premises are provided shall abide by, conform to, and comply with all of the laws of the United States and of the Commonwealth of Massachusetts and all the ordinances of the Town of Weston and the rules and regulations of Regis College, together with all rules and requirements of the police and fire departments of the Town of Weston, and will not do, nor suffer to be done, anything on the premises, during the term of the license, in violation of any such rules, laws, or ordinances; and if Licensee is called to such violation on its part, Licensee will immediately desist from and correct such violations.

4. Non-Discrimination
Licensee agrees that no advertising, publicity, promotion or other announcement or policy of Licensee shall limit in any way attendance to the Program due to the religion, race, creed, color or national origin of any potential audience member.

5. Smoking
Smoking is prohibited in all areas of the Fine Arts Center, including but not limited to the atrium and restrooms.

6. Regis College Staff Authority
Licensee and Licensee’s agents will operate at all times under the direction of and in cooperation with the Fine Arts Center staff, its representatives, and with the staff of Regis College. Failure to do so may result in the delay or cancellation of Licensee’s program.

7. Licensee Program
Licensee shall not offer any program, event, presentation, or activity, henceforth called the Program, other than those specified in the Agreement during the term of the license.

8. License / Permits / Copy Rights
Licensee shall obtain any and all licenses and permits necessary to conduct operation of the Program. The Licensee will assume the costs of any and all fees arising from the licensing, rental, performance, or use of patented, trademarked, franchised, or copyrighted music, dance, dramatic product, artistic or other materials, devices, or processes used or incorporated in the Program. Licensee shall not allow the recording, in any format, of any works that require such licensing without written consent from the holders of the copyright. Licensee shall provide proof of the right to perform, use, or record any works that require licensing no later than two weeks prior to first performance of such works. Licensee agrees to indemnify, defend and hold harmless Regis College, their employees and agents, from any claims or costs, including legal fees, which may arise from the use of any such material described above.

9. Licensee Contract to the Fine Arts Center
If Licensee is to present a program contracted by Licensee, Licensee agrees to furnish to the Fine Arts Center, at the time of Agreement signing, a copy of the signed contract between Licensee and the program to be presented, together with any riders which shall be attached to or incorporated in same.
I. Basic Provisions

10. Sublet / Use
Licensee may not assign or transfer rights under the Agreement nor sublet any space, or in any way allow use of space let under the Agreement to any other person or organization not named in the Agreement. Licensee may not utilize the space for purposes other than that, which is specified in the Agreement.

11. Usable space / Concurrent Use
Licensee shall have use of only the space(s) specified in the Agreement. Regis College reserves the right to use other parts of the Fine Arts Center concurrently with Licensee provided that such use shall not unreasonably interfere with Licensee's use of the facility. Licensee shall not hinder, bother, obstruct or interfere in any way with the free access of additional Licensees to other spaces and public areas within the facility.

12. Regis College Faculty, Staff, Student Access
Licensee understands and acknowledges that the primary function of the Fine Arts Center is as an academic component of the College and that faculty, staff, and students of the College shall at all times be afforded by Licensee free and unhindered access to hallways, offices, classrooms, and other public areas, so long as they have proper and appropriate need of such access. Licensee shall afford Fine Arts Center staff free and unhindered access to all spaces.

13. Caution Regarding Admittance to Stage
Stage areas pose unique dangers to anyone not familiar with the technical aspects of stage production. For this reason, at all times during the use of stage areas by Licensee, there will be a representative of the College on duty. Licensee shall be responsible for preventing patrons or other non-stage personnel from being on stage or in the stage wings at all times. Licensee shall issue specific instructions to its agents and employees to have patrons and any other non-stage personnel use the Atrium/Lobby when meeting either crew or participants.

14. Licensee Character/Conduct
Licensee hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to the demised premises with the consent of Licensee's employees or any person acting on behalf of Licensee.

15. Public Safety
Licensee shall neither encumber nor obstruct the sidewalks, entrances, lobby, halls, stairs, doors, or audience chambers of the Fine Arts Center. Regis College shall have the right to refuse to allow any material, substance, equipment, or object which, in its sole opinion, is likely to endanger the life of, or cause bodily injury to, any person on the premises, or which is likely to constitute a hazard to property thereon. Regis College reserves the right to eject any objectionable person or persons from the premises, and upon the exercise of this authority through the staff, or agents of Regis College, Licensee hereby waives any right to all claims for damages against Regis College or any of its agents. Regis College reserves the right to make photographs for its own records.

16. Security/Safety
Regis College requires the presence of a Campus Police Officer in or about the facility anytime an audience is expected or present. All details shall be furnished at the expense of Licensee. Regis College, at its sole discretion, may require additional personnel sufficient to maintain order and protect persons and property. All costs related to additional details will be borne by and billed to Licensee separate from the Agreement.

17. Parking
Lot A, adjacent to the Fine Arts Center, contains 230 parking spaces. This number is reduced during class time and times of other campus events. Use of additional parking facilities elsewhere on campus must be negotiated with the Fine Arts Center Director. Parking is not allowed on the building side of the lane, or within the turning circle, at the front of the building. Parking is not allowed on either side of the access road leading to the adjacent parking lot. The loading dock area is to be used only during load-in, strike, and load-out times. This is an emergency vehicle access and no parking is permitted in this area. Commercial vehicles may be left in designated areas as set by and with the permission of the Fine Arts Center Technical Director.
I. Basic Provisions

18. Fire / Safety Codes
Licensor shall not do or permit to be done anything in the theatre or in any part of the building, or bring or keep anything in the building, which will in any way increase conditions of any insurance policy upon the building or any part of the building, or in any way increase the rate of fire or public liability insurance upon the building or property kept therein.

Licensor shall not, without the prior, written consent of Regis College, put up or operate any engine or motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naptha, gasoline, or any other combustible substance for either mechanical or other purposes. Licensor shall not use any agent other than electricity for illuminating the demised premises.

All sets, costumes, props, flashpots, laser lighting equipment, and any other materials or equipment used by the Licensor must conform to all existing fire and safety codes, especially as regards provisions of the fire prevention code that prohibit smoking, flammable decorations, open flames, and explosives or flammable fluids, gases or compounds.

If any such material is to be used, Licensor shall provide a written, signed statement from the Town of Weston Fire Department attesting to its use and shall include any provisions and requirements as set by the Weston Fire Department for the use of said materials. Licensor is responsible for all expenses associated with compliance of such provisions and requirements.

19. Insurance
Throughout the term of the Agreement, Licensor shall, at its own expense, maintain the following insurance coverage with companies licensed to do business in the Commonwealth of Massachusetts and acceptable to Regis College:

a. Commercial General Liability Insurance, written on an occurrence basis, with the following minimum limits:

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<tr>
<th>Coverage Type</th>
<th>Minimum Limit</th>
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<tr>
<td>General Aggregate (per location)</td>
<td>$1,000,000.00</td>
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<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$1,000,000.00</td>
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<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000.00</td>
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<tr>
<td>Per Occurrence</td>
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</tbody>
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Such insurance shall include premises and operations, contractual liability, products/completed operations liability, and independent contractors’ liability coverage and shall name Regis College and its directors, officers, volunteers and employees as additional insureds. All coverage shall be primary with respect to claims made, and any similar or additional insurance maintained by Regis College shall be excess to any coverage carried by the Licensor.

b. Workers’ Compensation Insurance, subject to statutory limits, in accordance with the laws of the Commonwealth of Massachusetts.

Before Licensor is allowed on Regis College’s premises pursuant to this Agreement, Licensor shall provide Regis College with certificates of insurance as evidence of coverage required under this agreement. Such certificates shall provide that in the event of cancellation or a material change to the insurance policy, Regis College shall be provided with at least thirty (30) days prior written notice, by certified mail with return receipt requested, of any such cancellation or change. Any failure on the part of Regis College to insist upon the receipt of such a certificate of insurance and applicable endorsements is not a waiver of any rights that Regis College may have under this Paragraph. In the event that Licensor fails to purchase or procure such insurance coverage, as required above, the parties expressly agree that Licensor shall be in default under this agreement, and that Regis College may recover all attorney’s fees and costs expended in pursuing a remedy, or reimbursement, at law or in equity, against Licensor.
I. Basic Provisions

20. Indemnity
Licensee, including its parent, subsidiary, and/or affiliated companies/entities, its officers, directors, employees, volunteers, and agents, agrees to hold harmless, defend and indemnify Regis College, its directors, trustees, officers, employees, volunteers and agents, from and against any and all losses, including attorney’s fees, damages, expenses and liability; including statutory liability and liability under any Worker’s Compensation laws, in connection with or relating to any and all actions, claims of liability, demands for compensation, damages, or other claims or demands whatsoever in law or equity, as a result of personal injury or death of any person, or property damage to any property arising from the use of the premises by the Licensee, and any negligent actions or failure to act by the Licensee, intentional, criminal and/or reckless actions or failure to act by the Licensee, which Regis College may incur, be exposed to, become responsible for, or payout. Licensee shall assume the investigation, defense and expense of all such claims and causes of action.

21. Licensee Loss
Regis College will not be responsible for any damage or loss to Licensee’s agents or employees, excepting when said damage or loss arises as the result of the negligence or willful misconduct of Regis College, its agents or employees.

22. Cancellation by Licensee
In case of cancellation by Licensee, it shall be the responsibility of Licensee to make reasonable public announcements, at Licensee’s expense, concerning the cancellation as soon as possible following cancellation, by all media through which the program was publicized. In no case shall it be deemed acceptable for Licensee to give out the phone number of the College or the Fine Arts Center to announce such cancellation. Licensee shall notify the Fine Arts Center Director, in writing, of any intention to cancel a scheduled program. In the event of cancellation prior to eight weeks before the first scheduled use of the facility, the full amount of Licensee’s deposit shall be refunded. Cancellation within the eight weeks prior to the first scheduled use will result in the loss of Licensee’s deposit. Should Licensee cancel the program during the course of the rental period Licensee shall be responsible for all deposits, contracted fees and rental fees. However, any unused performance days shall be reassessed at the rehearsal day rate.

23. Interruption or Termination by Regis College
Regis College, through the Director of the Fine Arts Center, shall retain the right to cause the interruption of any event in the interest of public safety, and to likewise cause the termination of such event when, in the sole judgment of the College, such act is necessary in the interest of public safety. Licensee shall immediately comply with the directions and requirements of the College in this regard and interrupt or terminate the event. Regis College shall not be held liable for any loss or damage suffered by Licensee because of the termination of an event because of reasons of public safety.
In the event of cancellation under item twenty-three, prior to the first scheduled use of the facility, the full amount of Licensee’s deposit shall be refunded. In the event of cancellation under item twenty-three during the rental period, Licensee will be responsible for all deposits, contracted fees and rental fees for each day of facility use prior to cancellation.

24. Interruption by Outside Influences
Should any matter or condition beyond the reasonable control of either party occur (such as, public emergency, severe weather conditions, fire, interruption of utility service, Act of God, or other disturbance), the Program shall be cancelled. In such an event, the terms of the agreement shall not be extended and the Fine Arts Center shall not be obligated to provide its facilities for use at a later time. In the event of cancellation under item twenty-four, prior to the first scheduled use of the facility, the full amount of Licensee’s deposit shall be refunded. In the event of cancellation under item twenty-four during the rental period, Licensee will be responsible for all deposits, contracted fees and rental fees for each day of facility use prior to cancellation.
I. Basic Provisions

25. Snow Removal
If, due to severe weather conditions, Regis College closes the campus and if after consultation with Regis College Physical Plant, Campus Police, and Fine Arts Center Director it is determined that a Program can safely be accommodated, Regis College Physical Plant will make arrangements for snow removal. In this event, all snow removal costs related to entrances, parking and other Fine Arts Center areas, including sidewalks and ramps, will be borne by and billed to the Licensee.

26. Damage
Licensee shall be responsible for any and all costs incurred by Regis College as a result of, mistreatment, violation, or damage to the building, facility, other Regis College property and/or equipment caused by Licensee, Licensee’s agents, guests, or patrons whether accidental or otherwise.

27. Cleaning
Licensee agrees to leave the Fine Arts Center premises in the same condition as existed at the time Licensee took possession, ordinary wear and use excepted. Licensee shall be responsible for all costs and fees associated with any disproportionate cleaning of the facility following Licensee’s program.

- End of section I -
II. Rates / Technical Provisions

1. Rates and Fees
In all instances, the Fine Arts Center Director shall negotiate and set all rates and fees associated with rental and performance agreements for the usage of the Fine Arts Center facility. The details of each Rental/Performance Agreement are suited to the individual Licensee. Such details are not to be represented in any way by Licensee to the public or other users or potential users as indicative of arrangements for use of the Fine Arts Center. Only the Regis College Vice President of Business and Finance or the Fine Arts Center Director may make such representations and estimates. Violation of this requirement may constitute breach of contract on the part of the Licensee and may, in the judgement of Regis College, be sufficient to terminate or prevent Licensee’s use of the Fine Arts Center.

2. Duration of a Day
Regis College assumes any day set forth in an Agreement to have duration of no longer than eight consecutive hours. Licensee is subject to and responsible for any additional costs associated with extending this interval.

3. Non-Profit Status
Licensee shall provide to the Fine Arts Center Director a copy of the organization’s letter of 501c3 confirmation from the U.S. Department of the Treasury, Internal Revenue Service, a minimum of 30 days prior to the first scheduled use of the facility. Failure to produce such evidence shall result in the realignment of usage fees to reflect those of a for-profit organization.

4. Reservation Deposit
A reservation deposit may be required with the signing of the Agreement. The deposit is non-refundable should Licensee cancel an event within eight weeks prior to the first scheduled use of the facility.

5. Lien on Box Office Receipts
Any sum due Regis College from the Licensee for Licensee's use of the demised premises or any accommodations, services, or materials shall be a first lien on box office receipts of the Licensee.

6. In House Lighting and Sound Equipment
Regis College maintains a house repertory light plot and audio configuration in both the Casey and Black Box Theatres. Use of these systems is subject to the approval of the Fine Arts Center Technical Director. Alterations, of any kind, to these systems are not permitted without written approval from the Fine Arts Center Technical Director or as part of the approved Agreement. If approval for alteration is given, Licensee is responsible for re-hanging, re-focusing, and re-configuring the system(s) repertory configuration at the termination of Licensee’s program. The re-establishment of the College’s repertory configuration(s) must be completed prior to the next scheduled use of the facility and under the direction of Fine Arts Center Technical Director or other Regis College designee. All costs related to restoring any non-authorized alteration of these systems will be borne by and billed to the Licensee separate from the Agreement. Regis College will provide, repair, or replace Regis College equipment as determined by and at the discretion of the Fine Arts Center Technical Director.

7. Regis Equipment
Other than the lighting and audio systems mentioned in Section II, Item 6 of this usage policy, Licensee shall not have use of any Regis College equipment or systems located in any space used by Licensee unless otherwise specified in the Agreement.
II. Rates / Technical Provisions

8. Equipment and Stage Labor
Requests for equipment and stage labor must be discussed directly with the Fine Arts Center Technical Director. Requests should be made during regular business hours well in advance of the Program, usually four or more weeks, but at a minimum of three weeks, so that appropriate personnel and equipment might be scheduled. Any costs and fees associated with such requests will be borne by and billed to the Licensee separate from the Agreement. Failure by Licensee to notify the Fine Arts Center Technical Director of such needs in a timely manner may result in the lack of proper equipment and personnel for the Program. Regis College is not responsible for obtaining equipment or personnel, which has not been properly requested in advance.

9. Production / Program Schedule
Licensee shall provide a production schedule for the Program, to the Fine Arts Center Technical Director, no later than two weeks prior to the beginning date of the Program. The production schedule shall identify the specific dates and times of scenic builds, load-ins, lighting hangs and focuses, technical rehearsals, performer only rehearsals, strike and load-outs, and any other activities of the Licensee to be held at the Fine Art Center during the term of License.

10. Dance Surface
Regis College requires appropriate dance flooring to cover the Casey Theatre Stage or Black Box Theatre Stage for any Program incorporating any form of dance or theatrical movement. Regis College, at Licensee’s request, will make arrangements for and install a Rosco Floor dance floor surface for the Licensee’s use. Such surfacing will be furnished at the expense of Licensee.

11. Non-Regis Equipment
Regis College and its agents are not and cannot be responsible for the condition or functionality of equipment not belonging to Regis College. It is the Licensee’s responsibility to be sure that any equipment they have arranged for (outside of Regis equipment) is functional and can be integrated with the Regis systems. The use of all equipment, regardless of ownership, is subject to the approval of the Fine Arts Center Technical Director. The Fine Arts Center Technical Director shall have final approval for the College of the use of any equipment at or in the Fine Arts Center.

12. Technical Staff
At the discretion of the Fine Arts Center Director, all programs will require the Fine Arts Center Technical Director or their designee to be in attendance during all aspects of the Program. In addition, the Technical Director, at their sole discretion, may require any or all of the following to be present during any part of the Program at the expenses of the Licensee: Lighting/Audio Technician, Technical Crew, Campus/Weston Police, Weston Fire Department, Regis College Housekeeping/Physical Plant Staff. The Technical Director, in communication with Licensee, will determine the number of staff that will be required to safely load in, set up, run, strike, and load-out any program. All costs related to the additional hiring of required staff will be borne by and billed to the Licensee separate from the Agreement.

13. Estimates of Cost Non-Binding
An attempt will be made to estimate technical and personnel charges at the time of executing the Agreement. However, the Licensee must recognize that such estimates are not binding and may be extended by additional needs or changes by the Licensee, the Licensee’s agents, or Regis College.

14. Supplementary Invoice
Licensee agrees to remit payment for any supplementary charges as outlined in the Policy within thirty days of the date of invoice.

- End of section II -
III. House / Performance

1. Licensee Representative
At the time of execution of the Agreement, Licensee will furnish the name and contact information of the Licensee’s representative who will be the sole person authorized to make decisions, resolve problems and to negotiate any alterations in performance procedure with Fine Arts Center staff. Licensee’s representative shall provide regular contact with Fine Arts Center staff to monitor all matters having to do with the Program and will be present at each performance. Licensee may name a separate technical representative to handle Licensee’s technical concerns.

2. Fine Arts Center Representative
Regis College will provide, at each performance, a Facility Supervisor as the College’s representative to supervise the overall Program. The authority of the Facility Supervisor is absolute with regard to the safety of staff and audience, use of equipment, and protection of the facility.

3. Program Staff and Materials
Licensee shall, at its own expense, provide any and all personnel, equipment, material, and supplies not specifically covered in the Agreement, necessary to present the Program.

4. Additional Access, Space, and Materials
Regis College will make arrangements for additional access time, space, materials, and equipment (such as pianos, rehearsal rooms, tables and chairs, etc.) on an as requested and as available basis. Any costs and fees associated with such requests will be borne by and billed to the Licensee separate from the Agreement.

5. Custodial Staff
All custodial arrangements deemed advisable by the Fine Arts Center will be made by the Fine Arts Center and at the expense of the Licensee. All costs related to any request for additional custodial staff will be borne by and billed to the Licensee separate from the Agreement.

6. House Opening
For the convenience of the audience and to maintain the image of the Fine Arts Center, the house should be opened to audience not less than one-half hour prior to the scheduled performance time. Specific arrangements to the contrary may be discussed in advance with the Fine Arts Center Director.

7. Theatrical Effects / Audience Notification
Use of strobe lights and other such theatrical effects that could affect audience members must be made known to the audience by Licensee by posting such notice at each theatre entrance for each performance and by similar posting in any printed program material. It is advisable that audible notification also be made at the beginning of each performance.

8. Admitted Access
Only those persons authorized by Licensee shall have access and be admitted to the production areas. These areas include but are not limited to the Green Room suite, stage, control both, and loading facility. Patrons, friends and relatives shall meet Licensee’s staff, agents, and performers in the lobby.

9. Audience Capacity
In no event shall tickets be sold or disposed of in excess of the seating capacity of the Casey Theatre, which ranges from 630 to 650, or the Black Box Theatre, which ranges from 80 to 120 depending on the room configuration. The Fine Arts Center Technical Director shall determine the seating capacities of both theatres, within these ranges, by event. Licensee will not permit or cause to permit audience in the Casey Theatre, Black Box Theatre, atrium, and other areas in the Fine Arts Center to be in excess of limits set by the Fine Arts Center Technical Director or by local fire department regulation. Licensee will not permit or cause to permit audience seating on the stage area or in the aisles of either theatre. "Standing room" is not permitted in either space, at any time, under any circumstance.
III. House / Performance

10. Areas Not Available
Licensee understands and acknowledges that Licensee has no rights whatsoever to enter or use areas comprising the administrative offices, mechanical or electrical rooms, or other areas of the Fine Arts Center or other buildings on the Regis College campus, except as are designated in the Agreement.

11. Concessions
Licensee shall neither sell nor distribute any information or thing of value, including programs, in or around the Fine Arts Center without prior consent of Regis College.

12. Food / Beverage / Waste
No food or beverage of any kind is permitted in the Box Office, Black Box Theatre, Casey Theatre auditorium and control booth. There will be no food or beverage (aside from bottled water) allowed in the Casey Theatre stage.

Licensee agrees to contract with ARAMARK for food and beverage catering except when separately negotiated and approved by the Fine Arts Center Director and Vice-President of Business and Finance.

Please contact Tara Hess Catering Manager for Aramark at 781-768-8120 or Alisha Bourne, Director of Dining Services for Aramark at 781-768-8121.

An additional charge may be added to the Agreement if and when the Licensee contracts an outside caterer or food service. Food services separately approved and contracted by Licensee shall be responsible for the removal and disposal of all waste products and shall agree to leave the Fine Arts Center premises in the same condition as existed at the time Licensee took possession. Failure may result in additional housekeeping fees to be borne by and billed to the Licensee separate from the Agreement.

13. Future Attractions
The Fine Arts Center reserves the right to distribute to Licensee’s audience announcements and literature concerning future attractions to be held at Regis College.

14. Strike / Removal of Licensee’s Equipment
Licensee shall strike and remove all its equipment, costumes, scenery, properties and material from the premises immediately following the last performance of the Program so as not to interfere with the next activity scheduled for the Fine Arts Center.

15. Articles left behind
Regis College assumes no responsibility for any equipment, material, or property placed in the building by the Licensee or Licensee’s agents, guest, or patrons. Regis College shall have sole right to collect and have custody of articles left, lost, or checked in the building by persons attending any performance, exhibition, or entertainment given or held in or on the demised premises.

- End of section III -
IV. Publicity / Promotion

1. Advertising
Licensee agrees to withhold all publicity, promotion, and ticket sales of the Program until Licensee has a fully executed contract with Regis College. In the case of Licensee presenting a contracted artist, under no circumstances shall Licensee release publicity, promotion or ticket sales until Licensee has a fully executed contract with Regis College and with said artist.

2. Box Office
Unless otherwise stated in the Agreement, Licensee shall not have use of the Fine Arts Center Box Office, telephones, or ticketing system and may not advertise or otherwise indicate the Regis College Box Office telephone number(s) as associated with Licensee’s program. Licensee shall provide the Fine Arts Center the phone number(s) and/or web site address where Licensee intends to conduct ticket sales to the Program. If use of the Box Office or Box Office services has been granted as part of the Agreement, Licensee will have the authority to use the Box Office telephone number only when, in the judgment of the Fine Arts Center, Licensee has made available for advance sale a sufficient number of tickets so that the Box Office can properly accommodate and satisfy the demands of the ticket-buying public.

3. Correct Advertising Copy
In no case shall Licensee list Regis College as sponsor or co-sponsor of the program unless permission has been granted in advance and in writing. When Regis College is sponsor or co-sponsor, all media and other promotional plans must be cleared through the Regis College Publications Department. When Regis College is sponsor or co-sponsor, the Licensee and Regis College will receive equal prominence in all billing. All announcements to any media, including but not limited to, press releases, programs, and invitations, will acknowledge the joint nature of the Program as follows:

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<tr>
<th>Typeface size</th>
<th>Licensee and Regis College</th>
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<tr>
<td></td>
<td>Name of the Program</td>
<td>100%</td>
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4. Displays / Use of Walls
Licensee will display no posters, photographs, models, or other materials on or in Regis College property without prior permission of the Fine Arts Center, and then only in such areas as are specified and with such materials as are approved in advance by the Center. Licensee shall not drive or otherwise secure any tack, nail, screw or other fastening device into the ceilings, walls, or floors of the Fine Arts Center.

5. Objectionable Material/ Audience Notification
Should the Program contain any material that may be reasonably considered by any segment of the community as being objectionable, the Fine Arts Center reserves the right, at its sole discretion, to require that Licensee include in all advertising a phrase acceptable to Regis College that alerts the potential ticket buyer to the nature of such material, theme, or actions in the Program as being suitable to a mature audience.

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