

WESTHAMPTON BEACH PERFORMING ARTS CENTER – RENTAL USAGE POLICY
(as of January 2019)

This Usage Policy is an integral part of the Agreement between Westhampton Beach Performing Arts Center (hereafter noted as WHBPAC), and its Renters and Licensees, and the rules herein must be strictly observed. As used herein, the titles ("Company," "WHBPAC," "Event," etc.) shall serve to designate the same entities or descriptions as specified in the Usage Agreement.

It shall be the Company's responsibility to completely inform its agents, employees, or assigns concerning the rules and regulations contained in this Usage Policy. For clarification of individual rules, contact WHBPAC management.

Should Company be found in violation of any of the provisions of the Usage Policy, WHBPAC may immediately consider the Usage Agreement null and void, and Company will forfeit all advance payments made to WHBPAC and may be liable for other expenses incurred, whether or not the function actually occurs, as provided in the Usage Agreement.

1) ENTIRE AGREEMENT

The aforementioned Usage Agreement, Rate Sheet, this Usage Policy, and any amendments constitute the entire Agreement between the parties relative to WHBPAC, and no oral statements or prior written matter shall have any force or effect. All amendments must either be in writing and signed by both parties, or established by email communication acknowledged electronically by both parties.

2) RIGHT OF APPROVAL

WHBPAC reserves the right to approve all specifications in the planning of an Event and make final decisions regarding, where necessary, the welfare, security, etc., of those in attendance, as well as all matters regarding treatment of WHBPAC patrons throughout the rental term, and ultimately all matters regarding the reputation and integrity of WHBPAC.

3) REPRESENTATION AS TO CONDITION

The Company accepts WHBPAC as is, and agrees that neither WHBPAC, its officers, employees, or assigns have made any representations or promises with respect to WHBPAC except as expressly stated in the Usage Agreement and Usage Policy. Use of WHBPAC under the license granted under the Usage Agreement shall be conclusive evidence that Company accepts same "as is" and that WHBPAC was in good and satisfactory condition at the time use of WHBPAC was made under the license.

4) WESTHAMPTON BEACH PERFORMING ARTS CENTER RESPONSIBILITY

As part of the Usage Agreement, WHBPAC will provide heat and air conditioning, audience lighting, and an audience announcement system. The services of the Operations Director and Director of Sales (through day immediately prior to Agreement date[s]) and Audience Services Manager on day of the Event, or their assigns, are provided at no additional cost as part of the Base Rental Fee for the purpose of general event planning, management, and execution. Company understands that usage of the facility is as a "four-wall" rental, and thus all additional equipment, personnel, or services will be provided on a fee basis, and that any requirement for additional staff time beyond general event planning, management, and execution, including untraditional shift calls or interfacing with third parties, must be discussed with and agreed to by WHBPAC management in writing prior to implementation of the request.

5) ASSIGNMENT

Neither this Usage Agreement nor any right or interest therein may be assigned, transferred or otherwise disposed of without prior written consent of the management of WHBPAC.

6) UNACCEPTABLE ACTIVITIES

No activities in violation of Federal, state or municipal laws, ordinances, codes, orders and requirements shall be permitted in or about WHBPAC, and Company shall have the responsibility to enforce the provisions of this paragraph.

7) PERFORMANCE RIGHTS AND LICENSES

The Company shall have or obtain, prior to any Event, all necessary performing rights licenses, and Company shall make all performance payments required to be made by such licenses directly to the licensing organization(s). WHBPAC and its officers, employees or assigns shall not have any responsibilities to any performing rights licensing organizations for the Company's performances during any such Event. The Company will secure at least four (4) hours prior to each Event any and all consents,

licenses, certificates and/or permits as may be required for any performances under this Usage Agreement and for the use of any motion picture, television, radio, broadcasting, or recording or other machines or equipment in connection therewith, including but not limited to such consents, licenses, certificates and/or permits as may be required for compliance with all laws relating to the employment of minors, in the event any minor is scheduled to appear at any performance, and company will do all other acts necessary on the part of Company to comply with all laws, ordinances, orders and requirements of all Federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof applicable to WHBPAC, each Event, rehearsal, and performance.

8) ASSIGNMENT OF DATES AND DEPOSITS

Information regarding availability of a date or dates can be obtained by contacting the Audience Services Manager at (631) 288-2350 x118. Upon request, availability will be ascertained and WHBPAC may tentatively reserve the date(s) for a defined period, but the reserved date(s) may be terminated at any time if the Company has not elected to request a Usage Agreement relative to that date(s). A Usage Agreement will be forwarded to the Company after assignment of the rental date and reasonable assurance that the performer(s) have been secured, to be returned with a deposit in the form of a business check made payable to WHBPAC no later than the date established by WHBPAC and noted on the Usage Agreement. If this deposit is not received by the prescribed date, WHBPAC management may release the date(s) without notice.

The remaining portion or portions of the rental payment may be due in advance of the performance date, as detailed in the Usage Agreement. **The required proof of insurance is preferred not less than two weeks prior to the performance date, and must be received at least five business days prior to the performance date.** WHBPAC management reserves the right to require a full deposit or any portion thereof at any time it is believed to be in the best interest of WHBPAC. It should be noted that final rental fees for all long-range bookings (ten months or more) might not be firm until three months prior to the Event.

WHBPAC reserves the right to alter the vehicle of payment from standard business check to a certified check or money order at any time for all financial transactions dealing with this Usage Agreement.

All charges due are payable not to exceed thirty (30) days net. Any balances delinquent over thirty days will be charged a \$25 collection fee plus an annualized rate of 20% on the amount owed until paid. A Company that is delinquent on amounts due from prior Usage Agreements shall not be allowed to secure rental dates or Usage Agreements until such time as such amount, plus penalties, are paid in full.

9) DATE/EVENT PROTECTION POLICY

Should two or more Companies request the same date at WHBPAC, WHBPAC management shall determine which Event will be accepted, based on experience with the requesting Companies, type of Event, and blend of Event with other Events scheduled four weeks before and four weeks after the requested Event.

WHBPAC may not allow similar-audience events to be booked with less than eighteen (18) calendar days between dates, no matter whether the Event is WHBPAC- or Renter-presented, and the interpretation of what constitutes a similar-audience event shall rest exclusively with the WHBPAC Executive Director.

10) TAX EXEMPTION

Tax exempt organizations shall submit to WHBPAC management such evidence of tax exemption as shall pertain. Such evidence will be required thirty (30) days prior to initial usage. Such evidence, or a copy thereof, shall be kept on file by WHBPAC, although updated evidence may be required upon reasonable request from WHBPAC.

11) SIGNED CONTRACT FOR A PERFORMANCE

Company agrees to furnish WHBPAC at the time that the Usage Agreement is returned fully signed, a copy of the contract signed by the Company and all parties relative to the talent for the Event. Should such contract not be realized at that time, a copy of a Letter Of Agreement or Firm Offer Memo may be substituted, if approved by WHBPAC management.

12) NON-RESIDENT ALIENS

Should the Artist(s) to be presented by the Company be a non-resident alien individual, partnership, or corporation, the Company expressly agrees to perform all obligations and to assume all liabilities as the withholding agent pursuant to the requirements of

Sections 1441 and 1442 of the Internal Revenue Code and the Federal regulations promulgated thereunder. The Company is also responsible for the securing of all visas, work permits, and customs clearances.

13) CANCELLATION OF EVENT

The Company understands that the cancellation of a performance date at WHBPAC is an extremely undesirable situation for both parties. WHBPAC's position is that cancellations should take place only after all other avenues of completing the terms and obligations of presenting have been thoroughly pursued. *Cancellations must not be entered into capriciously.* The Company acknowledges that the contracting of a date at WHBPAC represents more than a date assignment; WHBPAC, by accepting the Company's date into its performance schedule, is foregoing other rental or presenting opportunities for that assigned date and dates surrounding that date and thus is relying upon the Company to take full advantage of this rental engagement.

1) Acts Of God: The Company and WHBPAC respectively shall be under no liability for failure to appear or perform in the event that such failure is caused by or due to "Acts Of God," including, but not limited to, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation services, or any cause beyond the control of WHBPAC or Company.

The Company shall not pay the full amount of the Base Premises Rental Fee if the event is canceled with **thirty-six (36) hours of notice** due to inclement weather, and will be responsible for not more than one-half of the Base Rental amount. The Company will remain responsible for any preexisting or direct costs already incurred by WHBPAC in connection with the event, as well as the cost of WHBPAC contacting and refunding all ticket-holders, at the rate of \$1.00 per customer transaction. WHBPAC assumes no liability for the events.

2) Cancellation By Company: If the Company chooses to cancel the Event, the Company shall be responsible for 100% of the Base Rental amount, plus pay any and all expenses and damages incurred by WHBPAC in connection with the Event's cancellation, including the cost of WHBPAC contacting and refunding all ticket-holders, at the rate of \$1.00 per sold ticket.

3) Cancellation For Cause: WHBPAC management reserves and retains the right to cancel this Agreement (and the Event) if the Company fails to perform any of the obligations set forth herein or appears to be financially insecure or appears to be about to default under the terms of this Agreement. In case of such cancellation, the Company shall reimburse WHBPAC for any and all expenses and damages incurred, and WHBPAC shall demand one hundred percent (100%) of the Base Rental amount.

4) Capricious Cancellation: Should the Company secure and contract a date at WHBPAC and at any point beyond the 45th day before the Event decide that the Company desires to cancel the performance *without benefit of a full and responsible marketing campaign actively in place for the sale of that date*, it shall be deemed a capricious cancellation and the Company will be responsible for the full payment of the Base Rental amount, and will be deemed a "bad risk" rentor and undesirable for future relationships of any kind.

If the Event is canceled by any of the above-described conditions, the Company agrees that it shall arrange and pay for public announcements concerning the cancellation. Such announcements shall be of a character (e.g., newspaper advertisements, electronic media notices, direct mailings) calculated to inform all interested persons of the cancellation in a timely manner.

Upon cancellation of this Agreement for any of the above reasons, the Company shall promptly remove, at the Company's sole expense, all of its property from the Building within twenty-four (24) hours, or as quickly as weather conditions allow. Should the Company fail to remove its property, WHBPAC shall have the right to confiscate and store the Company's property, and the Company shall pay WHBPAC a storage fee of \$250 per day.

14) ADVERTISING AND PROMOTION

Unless otherwise negotiated as part of the Usage Agreement terms, the Company will be responsible for the preparation, placement, and cost of all publicity involving the Event, and will refer to the Event as being at Westhampton Beach Performing Arts Center.

WHBPAC shall have the right to refer to the Event in future attractions, announcements, and literature, and to include such announcements and literature in the mailing of tickets for the Event.

The Company agrees that all advertising appearing in or presented by way of newspapers, radio, telephone, posters, heralds, flyers, brochures, etc., as well as social media channels, will contain a correct telephone number, WHBPAC website, hotlinks, and other contact information whereby the public can receive accurate information.

15) TICKETS

The Company and any of its approved assigns will arrange ticket sales, consignments, distribution, and accounting with WHBPAC management. The cost of tickets will be borne by the Company unless otherwise dictated in the Usage Agreement. The text and orders for all tickets must be arranged through and approved by the Director of Sales. All public shows charging admission in any way, shape or form will be required to issue tickets.

16) COMPLIMENTARY TICKETS

WHBPAC reserves the right to request six (6) complimentary seats per performance, in pairs, for its own in-house purposes. These seats may be selected and removed from sale by the Director of Sales prior to the opening day of sales for the Event.

Any and all complimentary tickets needed by the Company must be supplied to the Box Office by written request and authorized by the signatory on the Usage Agreement for the Company. The Box Office will fulfill this request on an as-available basis, immediately upon receipt of such written request.

17) TICKETING SYSTEM

The Company will use WHBPAC's computerized ticketing system, and all ticketing data, specifications, and/or other requirements will be dictated by the specifications of that system.

18) DISABLED PERSONS

WHBPAC's orchestra level can accommodate a number of reserved physically challenged/wheelchair locations. Should the Company have advance knowledge of patrons requiring such special services, or services in excess of the amount of seats available, the Company must make arrangements with WHBPAC at least forty-eight hours in advance of the Event. Also, physically challenged persons, elderly patrons, or those with pulmonary or other heart conditions may not easily be accommodated in the balcony section. The Company will make best efforts to ascertain and report any unusual or special needs seating to WHBPAC.

19) POSTERS/PHOTOGRAPHS/SIGNAGE

The Company may be allowed to mount posters or other advertising signage on WHBPAC premises with approval of WHBPAC management and with the understanding that areas for such signage will be extremely limited. Display time and placement will be at the discretion of WHBPAC management and length of display may not extend for the entire period affected by this Agreement.

20) OBJECTIONABLE MATERIAL

Should the Event contain any materials that may be viewed by any segment of the community as being morally objectionable, WHBPAC reserves the right to require of the Company to include in all advertising of a phrase, acceptable to WHBPAC, that alerts the potential ticket buyer to the nature of the theme or actions. Also, WHBPAC reserves the right to refuse rental of its facilities to any Company which intends to bring artists or material known to be of an objectionable nature, as described above, or to in any way deemed inappropriate by WHBPAC management.

21) COMPANY REPRESENTATION

Company will furnish WHBPAC with the name, address, email address(es) and telephone number(s) of the Company's representative. This representative will be the sole person authorized to make decisions or to negotiate with WHBPAC, or to make on-site decisions, including problems with the Artist(s), conflicts, or necessary alterations, during installation or rehearsal of the performance. This person must therefore be present throughout the course of the day for the Event, the hours for which are detailed in the Usage Agreement. Failure to provide such representative may result in decisions being made on behalf of the Company by WHBPAC that may negatively impact the Company's intentions and final rental services billing.

22) COMPANY PERSONNEL AND EQUIPMENT REQUIREMENTS

ASSIGNMENT: The Company understands that it is the Company that is responsible for the correct number of technical persons required for preparation, load-in, show call, and load out for the Company's Event. WHBPAC management shall be available for consultation, as part of the rental fee. Where the Event has calculated specific calls in writing, either as part of the technical rider or in any other written form, WHBPAC management will follow these specifications. *The Company must furnish WHBPAC*

management with a full copy of the Event's technical rider, with correct contact names and any other pertinent data, immediately as such data is made available to it.

EVENT MANAGER: Company agrees to furnish a qualified person to manage the Event backstage. This person may be either a qualified independently hired person or a bona fide member of the Event's production staff. In the absence thereof, the Company agrees to accept the employment and subsequent cost of such an event manager provided by WHBPAC.

TECHNICAL PERSONNEL/EQUIPMENT OPERATION: Only personnel authorized by WHBPAC will be allowed to operate WHBPAC-owned technical equipment or be allowed to work in any technical capacity associated with the Event's load-in, show call, or load-out, including managerial release of stagehands. The Company shall have no license to authorize local personnel, including volunteer personnel, in any technical capacity without the prior approval of WHBPAC management.

All authorized technicians and technical operators, including Artists Tour Personnel, are subject to the direct supervision of WHBPAC management. WHBPAC management requires that any changes made to the number of stagehands necessary for the proper load-in, show call, or load-out, as deemed necessary by the Event, be so made no less than seven days in advance of the load-in start time. The Company will be responsible for any cost of labor overruns. The minimum size of the crew will be at the discretion of WHBPAC management.

WHBPAC management may elect, upon review of the technical requirements of the Event, to procure certain equipment. Cost of equipment rented or procured by WHBPAC for the execution of the Event will be borne by the Company.

WHBPAC may arrange for, at Company's expense, additional stage crew and/or other personnel which WHBPAC may determine to be necessary, particularly if in the estimation of WHBPAC management there is concern over the safety, speed, or appropriateness of approach in installing, operating, or loading out the performance, or in any other area affected by the Company. WHBPAC management reserves the right to supervise the services of all front-of-house or other publicly-positioned personnel, including representatives of the Company (i.e., their number, appearance, training, etc.).

SECURITY: All outside security must be coordinated with WHBPAC management. WHBPAC will require use of its front-of-house security person, to protect public order and safety and to protect the interests of WHBPAC. The cost of all security personnel or security services shall be borne solely by the Company.

PUBLICITY: The Company shall provide WHBPAC with the name of the person or entity responsible for publicizing the Event, and telephone numbers and email addresses at which that person or entity can be reached during regular office hours and at other times.

23) INSURANCES

WHBPAC is covered by a master bond for physical damage. Under this bond, organizations are liable for damages that require property repair or replacement. WHBPAC is not responsible for loss or damage to equipment or property owned by the Company, its agents, employees, assigns, or guests.

The Company shall furnish a certificate of insurance for general liability naming WHBPAC, its officers, employees and assigns, as additional insured parties for limits of liability no less than:

Combined Bodily Injury/Property Damage Liability Policy in the amount of no less than \$1,000,000 each occurrence

The Company shall also provide, if requested, an Employer's Identification number and evidence of coverage for WORKERS' COMPENSATION insurance for its employees. The Company agrees that failure to provide such documentation shall not exempt the Company from any and all responsibility to its employees and assigns regarding workers' compensation claims, and Company agrees to indemnify and hold harmless WHBPAC, its personnel and assigns for any injury or claim to workers' compensation benefits by any of its employees or assigns.

Failure to provide evidence of, or failure to maintain, these insurances may result in immediate termination of this Agreement.

24) INDEMNITY

The Company shall indemnify and hold harmless the parties stated in #23 above against any and all claims, demands, causes of action liability, penalties, damages, expenses, and judgments arising out of or by reason of any injury or claim of injury to person or property, of any nature whatsoever, arising out of the specific use, occupation and control of WHBPAC or the entrance ways, corridors and areas immediately adjacent thereto, by the Company, at any time during the term of the Usage Agreement.

The Company is hereby subrogated to any rights of WHBPAC against any other parties whomsoever in connection therewith. WHBPAC shall promptly notify the Company of any claim asserted against WHBPAC on account of such injury or claim of injury to persons or property and shall promptly deliver to the Company the original or a true copy of any summons or other process, pleading or notice issued in any suit or other proceeding to assert or enforce such claim. The Company shall have the right to defend any suit with the attorney(s) of its own selection. WHBPAC shall have a right, if it sees fit, to participate in such defense at its own expense.

The Company further agrees to indemnify and hold harmless the parties stated in #23 above from and against any and all claims, demands, damages, judgments or liabilities (including liabilities for penalties and reasonable attorney's fees) of any nature whatsoever resulting from or arising out of any Event or rehearsal, including but not limited to those resulting from or arising out of a) the unauthorized or unlicensed use of artistic material or intellectual property works of the performing arts in connection with any performances given hereunder, b) any act done or words spoken by Company, its performers, agents, employees or assigns during any such performance, c) any damage done to WHBPAC caused by the act or omission either of Company or any performer, agent, employee or assign of the Company, or d) the breach by the Company of any terms of the Usage Agreement. The provisions of this paragraph shall survive the executive, delivery and performance of the Usage Agreement.

25) WORKERS' COMPENSATION

The Usage Agreement shall be void and of no force and effect unless the Company provides coverage for the benefit of, and keeps covered during the life of this Usage Agreement, such employees as are required to be covered by the provision of the Workers' Compensation Law.

26) DAMAGE/CLEAN-UP RESPONSIBILITY

The Company shall be responsible for any and all damages to WHBPAC created by its agents, employees, contracted artists/companies, assigns, and guests, whether accidental or otherwise, and agrees to leave WHBPAC in the same condition as when received, ordinary wear and use excepted.

27) TOBACCO/CONTROLLED SUBSTANCES:

The Company acknowledges that WHBPAC is a smoke-free building, and pledges to ensure that its artists, employees, assigns and guests adhere to this policy at all times that such persons are on WHBPAC premises. Furthermore, the Company agrees to ensure to the best of its ability that its artists, employees, assigns and guests will neither bring or use on WHBPAC premises any controlled or illegal substance.

28) PARKING:

The Company understands that on-site and surrounding-area parking will be limited to access to the loading dock areas for equipment and/or Company loading and unloading. There shall be no further parking provided onsite without expressed permission of WHBPAC management.

29) TIME/INTERMISSION

The audience chamber will be opened to the audience not less than one-half (½) hour prior to scheduled performance time. The program will begin at the time printed on the tickets. If the program is one hundred (100) minutes or longer (total time), WHBPAC requests an intermission of between fifteen (15) and twenty (20) minutes in length. WHBPAC management must approve exceptions to these time rules in writing.

30) PUBLIC AND FIRE SAFETY CODES

The Company agrees that it, as well as all of its employees, agents, and contractors, will comply with all laws, ordinances, and regulations of the United States, the State of New York, and the government of Suffolk County, including but not limited to all rules and requirements of the police and fire departments of Suffolk County and any other governmental authority having jurisdiction over the fire safety, occupancy limits, and all other such regulations.

The Company shall not encumber or obstruct any traffic access area, including sidewalks in front of or on any side of WHBPAC, its stairs, lobbies, and audience chambers, nor shall Company permit the same to be obstructed or encumbered in any manner. Company further agrees not to bring onto the premises any materials, substances, equipment or object which 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 without the prior written approval of WHBPAC management. WHBPAC shall have the right to refuse to allow any such materials, substances, equipment or objects to be brought onto the premises and shall have the further right to require the removal thereof from the premises.

All sets, costumes, props, pyrotechnic equipment, laser lighting equipment and any other materials used by the Company must conform to all existing fire and safety codes. Any provisions of the fire prevention code that prohibits smoking, flammable decorations, open flames, and explosive or inflammable fluids, gases and compounds must be observed. Pyrotechnic and laser operators must be certified and hold license and certification in the State of New York. Packing materials may not be stored in the rented rooms, and WHBPAC management retains the right to insist on specific fire prevention measures, including a limit in on-hand supplies and the presence of fire extinguishers if such are deemed necessary.

31) INTERRUPTION/TERMINATION/EVACUATION

WHBPAC management retains 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 best judgment of WHBPAC management such action shall be necessary in the interest of public safety.

Should it become necessary to evacuate WHBPAC because of reasons of public safety, due to fire, unusually inclement weather, public tumult, or Acts of God, the Company may extend its rental time at WHBPAC for such time as is necessary to complete presentation of the Event without any additional rental charge, provided such time does not interfere with use of WHBPAC by another Company. In the event that WHBPAC management determines that it may not be possible to complete presentation of the Event, the rental fee may be retained in full, prorated or adjusted, based upon the circumstances surrounding the causes of the interruption, and the Company hereby waives any claim or demand arising out of or by reason of the determination made by WHBPAC management.

32) LODGING FORBIDDEN

Neither the Company, nor any other person or persons claiming to be acting for or associated with the Company shall use WHBPAC as sleeping or lodging accommodation, nor may the Company or anyone associated with it use WHBPAC's parking areas for overnight parking or lodging.

33) BROADCAST RIGHTS

WHBPAC reserves all rights and privileges for outgoing broadcasts (radio, television, streaming) originating from WHBPAC during the term of the Agreement. Should such privilege be granted to Company, WHBPAC shall have the right to require advance payment of any estimated related costs incurred by WHBPAC and may also require payment for said privilege in addition to rental fee. Such permission must be obtained in writing not less than 48 hours in advance of performance date. WHBPAC shall receive proper and prominent acknowledgment, including scripted credit, for granting this license.

34) RECORDINGS

The Company agrees that no recording, either visual or audio, of any duration will be made of the Event covered by the Agreement without prior written approval from WHBPAC. WHBPAC reserves the right to require payment for said privilege. WHBPAC shall receive proper and prominent acknowledgment, including written credit, for granting this license.

35) TELEPHONE CHARGES

Any expenses incurred by WHBPAC for unusual telephone charges made necessary to properly execute Company's Event will be billed to and paid by the Company as a reimbursable expense.

36) ARTISTS CONCESSIONS

The Company has the right to related promotional sales for the Event, including performance programs, recordings, books, and other souvenir merchandise commonly sold or dispensed in conjunction with auditorium performances. In consideration of granting the Company this right the Company agrees to pay WHBPAC **twenty percent (20%) of gross sales receipts**, unless otherwise arranged with WHBPAC Management.

Sales tax on all merchandise will be the sole responsibility of the Company. The Company will be required to report the night's total sales to the Audience Services Manager at the end of the night. The merchant will be expected to report and remit the sales tax for said transactions.

All information relative to the successful setup and sale of concessions by the Artist or Company must be communicated as soon as possible to the Audience Services Manager, but not later than 4:00pm or three hours prior to performance (whichever is earlier) on day of performance.

37) OCCUPANCY TIME

Time shall be of the essence of the Agreement and the prearranged timeframes as stated in the Agreement shall not be extended for the occupancy or use of WHBPAC for the installation or removal of equipment without the permission of WHBPAC management. All such additional time may be subject to additional rental fees, as determined by the schedule of fees fixed by WHBPAC management, should such permission be granted.

38) CONCURRENT USE/SAME-DAY USE/OFF-LIMITS AREAS

WHBPAC reserves the right to rent simultaneously other facilities or portions of WHBPAC to other licensees, provided that the concurrent use of lobby vestibules, hallways, box office, and other public rooms and facilities by such other Companies shall not unreasonably interfere with the Company use of WHBPAC. Also, WHBPAC reserves the right to schedule additional activities in spaces on premises, provided that such usage does not in any way affect the Company's load-in, performance, or load-out schedule, or in any way compromise its stage setup, set pieces, properties, etc.

39) STAFF RIGHT TO ENTRY

Where performing an official function of WHBPAC, WHBPAC staff and assigns shall have the right to enter any part of WHBPAC premises at any time.

40) FUTURE ATTRACTIONS

WHBPAC reserves the right to disseminate to the audience announcements and literature concerning future attractions to be held at WHBPAC, whether or not the attractions are under the auspices of the Company.

41) OPEN REHEARSALS

Any rehearsal at which more than twenty-five (25) non-production personnel are in attendance may be considered an Open Rehearsal Performance, and may be subject to an additional rental fee.

42) STAGE UTILIZATION

The Company will not permit or cause to permit seating on the stage, stage wings or in the aisles when Artists are performing on the stage. The sole exception to this restriction is when the audience is a planned and integral part of the performance, and knowledge of that is shared with and agreed to in advance by WHBPAC management.

43) FOOD/BAR CONCESSIONS

WHBPAC reserves the right to operate, license or permit others to operate during the term of the Agreement, any and all food and bar concessions at or in WHBPAC not specifically granted to the Company. WHBPAC reserves the right to use such areas as are, in its opinion, necessary for such concessions and will determine which concession will be in operation during the period of this Agreement. Where written permission is granted to Company to operate a nonfood or beverage concession of any kind, WHBPAC reserves the right to receive a percentage of the gross sales. No samples of food, beverage, or any other product may be given away or otherwise distributed without the prior written approval of WHBPAC management.

All food and beverage service, including catering and concession stands operated in and by WHBPAC, must present current Health Certification and/or a Liquor License in force for the date of the Event.

44) NON-DISCRIMINATION POLICY PROVISIONS:

During the performance of this Agreement, the Company agrees to all of the following additional provisions:

- a) The Company will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability, or marital status or sexual preference.

b) If directed to do so by the Commissioner of Human Rights, the Company will send each labor union or representative of workers with which the Company has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the Company's Agreement under clauses (A) through (G) [hereinafter called "non-discrimination clauses"]. If the Company was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the Company shall request such labor union or representative to furnish a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, national origin, age, disability, or marital status or sexual preference, and that such labor union representative will cooperate within the limits of its legal and contractual authority, in the implementation of the policy and provision of these non-discrimination clauses and that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Company shall promptly notify the State Commissioner of Human Rights of such failure or refusal.

c) If directed to do so by the State of New York, the Company will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State of New York setting forth the substances of the provision of clauses (A) and (B) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.

d) The Company will state, in all solicitations or advertisement for employees placed on behalf of the Company that all qualified applicants would be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability, or marital status or sexual preference.

e) The contract will comply with the provisions of Sections 290 - 299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discriminatory clauses and such sections of the Executive Law, and will permit access to the Company's books, records and accounts by the State Commission for the purpose of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

f) The Company agrees to exonerate and hold harmless WHBPAC, its Board of Directors, and the employees and assigns of all three of these parties, should it be found out of compliance with the above-referenced non-discriminatory policies and statutes.