

Cullen Performance Hall Facility Use Agreement

Booking #: _____

This Cullen Performance Hall Facility Use Agreement is entered into and is effective as of _____, 20__ between the University of Houston, ("Licensor"), a state-supported institution of higher education located at 4800 Calhoun, Houston, Texas 77204-2171 and _____ ("Licensee"), which maintains a primary business address at _____.

Licensor and Licensee shall be known collectively as the "Parties" and singularly as a "Party" or the "Party." This Agreement incorporates by reference the attached document titled, "Cullen Performance Hall Policies and Procedures" (Attachment A), and expressly includes any additional terms, procedures, policies, and conditions that are set forth in the aforementioned document, as if set out herein. This document and the Cullen Performance Hall Policies and Procedures shall be known collectively as this "Agreement" or the "Agreement."

AGREEMENT

1. **Grant for Use of Premises.** Licensor grants permission to Licensee for use of the Cullen Performance Hall ("Facility") for the sole purpose of the following and no other use: "

(the "Use" or the "Event"). Licensee acknowledges that use of Facility for any other purpose is prohibited.

2. **Term for Use of Facility.** Licensee shall be permitted to use Facility for a period covering from _____ (_____ am) on which date and time load-in may commence, through _____ (_____ pm), on which date and at which time load-out must be complete ("Use Period"). Use Period shall not be extended for the occupancy or use of Facility or for the installation or removal of equipment without the written permission of Licensor's authorized representative, and all additional time shall be paid according to the schedule of fees as established herein and in the attached Cullen Performance Hall Policies and Procedures.

3. **Licensee Fees, Payments, Accounting.**

For Non Ticketed Events:

RENTAL FEES: To use the Facility, Licensee agrees to pay Licensor the sum of \$_____ (see Estimated Expenses below) in the following manner: non-refundable deposit of \$_____ ("Deposit Payment" for non-ticketed events) payable upon execution of signed Agreement by Licensee and the balance is due two (2) weeks prior to the event.

For Ticketed Events:

RENTAL FEES: To use the Facility, Licensee agrees to pay Licensor a minimum rental fee of the greater of \$_____ or 10% of the net box office receipts, which will be payable by the Licensee. Furthermore, Licensee agrees to pay Licensor a deposit of \$_____, which is due upon execution of this Agreement ("Deposit Payment" for ticketed events). An additional deposit may be required 7 days prior to the Event if in the Licensor's sole discretion the box office receipts are not sufficient to cover the projected expenses.

a. Estimated Expenses and fees for use of Facility ("Estimated Expenses") include but are not limited to:

Rent	\$ _____
Estimated labor expense	\$ _____
Administrative Charge	\$ _____
Miscellaneous	\$ _____

Equipment/AV	\$ _____
Police/UHPD	\$ _____
Total Base Estimate	\$ _____

- b. **Ticket Receipts.** All ticket receipts will remain under the control of the Licensor until the final settlement has been concluded. Licensor will make NO advance payments of any portion of the ticket receipts to Licensee under any circumstances.
- c. **Unpaid amounts.** Any amounts not paid by Licensee when due shall bear interest at the rate of the lesser of (i) the maximum percentage allowed under federal or state law or (ii) eighteen percent (18%) per annum until paid. If Licensor should after such amount is due, place it in the hands of an attorney for collection, or if collected by suit or through any other legal proceeding, Licensee shall be obligated to pay Licensor its expenses incurred in connection with such collection, including reasonable attorney's fees.
- d. **Labor Expense.** Licensee understands that labor charge estimates are based on the scheduled duration of Event. Total actual costs may vary. Licensee will be invoiced by the Cullen Performance Hall for any additional cost incurred.
- e. **Police expense.** Expenses for police personnel are estimated as a courtesy to Licensee. Cullen Performance Hall will include the estimated police charges as a part of the overall estimate for the Event. Any additional charges or refunds issued by Licensor Police Department will be reflected in the final invoice Licensee receives from Cullen Performance Hall. Licensee is responsible for all actual expenses for police personnel and will remit such funds directly to the Cullen Performance Hall.
- f. **Deductions.** Licensor shall be responsible for payment of any federal, state and local taxes which may be levied against the entertainment and/or activity. Licensor will deduct any applicable taxes from the gross ticket receipts and remit to the respective taxing authority. Licensor will deduct applicable Facility maintenance fees from total ticket sales prior to calculation of tax and net ticket receipts.
- g. **Settlement.** Settlement shall occur on the final day of this Agreement unless otherwise agreed to in writing by both parties. Licensee waives all rights to that portion of the ticket receipts necessary to pay final expenses accrued by Licensor. Licensor shall present to Licensee a final statement of expenses at the Event and either (1) Licensee, upon receipt of final expense statement, will make payment of expenses beyond sum of advance payments, deposits or ticket receipts; or (2) Licensor shall return to Licensee the unused portion of advance payment, deposit or ticket sales. If all reimbursable expenses are not known at the time of settlement, the Licensor shall withhold an estimate plus ten percent (10%) contingency. Any unused portion will be returned to Licensee with final settlement statement within thirty (30) business days.
- h. **Payment Procedure.** Licensee agrees to and shall pay all amounts due under Agreement by cash, credit card, corporate check, certified check or bank cashier's check, payable to the University of Houston and delivered to the following:

University of Houston
 Cullen Performance Hall
 154 Cullen Performance Hall
 Houston, TX 77204-2003.

- 4. **Termination.** Agreement may be sooner terminated on the first to occur of the events specified in this Section 4. All notices required under the termination provisions of the Agreement shall be given in accordance with the notice provisions set forth in this Agreement.
 - a. **Destruction of or damage to leased premises.** In the event that Facility, or any portion hereof, is destroyed or damaged by fire or other calamity prior to the commencement of Event, so as to prevent the use of Facility for Event, or if Facility cannot be used for Event because of strikes, acts of God, national emergency, or other situations beyond the control of either of Parties, then either Party may terminate

Agreement by written notice to the other Party, with no resultant charge or liability to either Party.

- (1) **Refund, net of expenses.** In the event Licensee has made any payment to Licensor pursuant to this Agreement, such amount, minus expenses incurred by Licensor on behalf of Licensee or for credit extended to Licensee, including, without limitation, the printing of tickets, payment of personnel, or any other items contemplated hereunder or authorized by Licensee, but not including any normal operating expenses of Licensor, shall be returned to Licensee.
 - (2) **Decision regarding usability.** Any decision with respect to whether Facility is usable or not, whether as a result of damage, destruction, equipment failure, or any other event beyond the control of either party shall be made solely by Licensor's authorized representative.
 - b. **Mutual agreement.** In the event Licensor and Licensee mutually agree in writing, this Agreement may be terminated on the terms and date stipulated in the writing.
 - c. **Termination by default.** In the event either Party shall give notice to the other that such other Party has substantially defaulted in the performance of any obligation under the Agreement, and such default shall not have been cured within seven (7) consecutive days following the receipt of such notice by Party who is alleged to be in default, Party giving such notice shall have the right to immediately terminate Agreement.
 - d. **Termination for cause.** Licensor may, without further notice, terminate Agreement immediately if Licensee (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to insolvency; or (iii) makes a general assignment of its assets or business for the benefit of its creditors.
 - e. **Termination without cause.** In the event that either Party shall, with or without cause, at any time give to the other not fewer than sixty (60) days advanced notice prior to the initial scheduled date set forth in this Agreement, this Agreement shall terminate on the future date set forth in such notice.
 - f. **Effects of termination.** Upon termination of Agreement, as provided above, neither Party shall have any further obligation hereunder, except for (i) obligations accruing prior to the date of termination, as specified in the Cullen Performance Hall Policies and Procedures and (ii) obligations, promises, or covenants contained herein that are made expressly to extend beyond the term of Agreement.
5. **Insurance and Indemnification.** The indemnification obligation contained in this Section 5 shall survive termination of Agreement.
- a. **Insurance.** For the entire term of this Agreement, Licensee shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence. Licensee shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$1,000,000 bodily injury by accident for each accident, bodily injury by disease for each employee and bodily injury by disease policy and (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit. All policies must contain a waiver of subrogation against Licensor. Comprehensive General Liability and Commercial Automobile Liability policies must name Licensor as Additional Insured. If any of the policies contain deductibles or retentions, the deductibles or retentions will be the sole responsibility of Licensee. When a retention or deductible exceeds \$25,000, Licensor, reserves the right, but not the obligation, to review and request a copy of Licensee's most recent annual report or audited financial statement. Licensee shall provide Licensor Certificates of Insurance evidencing these insurance requirements prior to the event. If Licensee is a Texas state agency, Licensee may self-insure for the Comprehensive General Liability and Worker's Compensation coverage specified above.
 - b. **Indemnification by Licensee.** Licensee agrees to pay all monies owed under this Agreement by the dates stated herein. Failure to pay by the relevant due dates shall

result in limitations or restrictions on future use of any Licensor facility by Licensee. Licensee is solely responsible for the activities, supervision, and safety and welfare of participants, including but not limited to times when participants are in Licensor's common areas, restrooms, parking areas, or on any Licensor property. This Agreement is made upon the express condition that Licensor shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of Licensee, its agents, or employees, or third persons, from any cause or causes whatsoever while in or upon premises or any part thereof during the term of this Agreement, or occasioned by any occupancy or use of premises or any activity carried on by Licensee in connection therewith. **Licensee hereby covenants and agrees to release, forever discharge and/or indemnify, defend and hold Licensor, its System, its components, regents, officers, agents, insurers and employees, harmless from any and all claims, losses, suits, damages, demands, causes of action of whatever kind and nature, proceedings, damages or liabilities, including attorney's fees, on account of or by reason of any such injuries, death, liabilities, claims, suits, or losses however occurring or damages growing out of the same; whether or not caused by the negligence, act, or omission of Licensor.** Licensee agrees to comply with all laws, ordinances, and regulations applicable to the intended use and occupancy. In addition, Licensee agrees to be responsible for payment of federal, state, or local taxes, which may be levied against the entertainment being presented or on admission to such entertainment activity. Licensee shall not cause or permit anything to be done to mar, deface, or otherwise render the facilities unusable. Licensee shall leave the premises in the same condition as the commencement of occupancy, except for ordinary wear and use. In the event that Facility or any part thereof is damaged by fire or if for any reason, including any act of God, which in the judgment of Licensor renders the fulfillment of this Agreement by Licensor impossible, Licensee hereby expressly releases, discharges, and will save harmless Licensor, its board of regents, its officers, its agents, its insurers and its employees from any and all demands, claims, actions and causes of action arising out of any of the cases aforesaid.

6. **Miscellaneous.**

- a. **Cumulative Rights.** All rights, remedies, obligations, undertakings, warranties, representations, and covenants contained herein shall be cumulative, and none of them shall be in limitation of any other right, remedy, obligation, undertaking, warranty, representation, or covenant of either Party.
- b. **Ticketing.** Licensor distributes tickets exclusively through a third-party system. Tickets sold online, on the phone or third-party outlets are subject to a per ticket service fee and a per order transaction fee to be paid by the patron at the time of the ticket purchase. Fees are based on ticket price.
- c. **Copyrights.** Licensee will assume all costs arising from the use of patented, trademarked, franchised or copyright music, materials, devices, processes or dramatic rights used on or incorporated in the entertainment and/or activity being presented. Licensee shall obtain and pay for all appropriate American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI), SESAC and other similar licenses for the entertainment and/or activity and shall provide (upon request) written proof of licenses to Licensor; failure to provide such proof will be cause for Licensor to collect and make payment of license fees on behalf of Licensee. Licensee agrees to indemnify, defend and hold harmless Licensor, its System, its components, regents, officers, agents, insurers and employees herein from any and all claims, lawsuits, litigation, judgments, costs, royalties or damages, including, but not limited to legal fees, which might arise from use of proposed use of any such material described above.
- d. **Assignment.** No assignment of Agreement or the rights and obligations hereunder shall be valid without the prior written consent of the non-assigning Party.

- c. **Amendment.** Except as otherwise expressly provided herein, no amendment or variation of the terms of Agreement shall be valid unless in writing and signed by authorized representatives of both Licensor and Licensee.
- d. **Governing Law.** Agreement shall be construed and governed according to the laws of the State of Texas, without giving effect to its conflict of law provisions, and venue for any claim or proceeding shall be Harris County, Houston, Texas.
- e. **Notices.** Except as otherwise expressly provided herein, all notices required or permitted to be given under the Agreement must be in writing and must either be delivered personally to the designated agent of Party to whom the notice is directed or be mailed by registered or certified mail, return receipt requested, addressed as shown below.

Licensor:	Licensee:
Cullen Performance Hall	_____
Theater Director	_____
University of Houston	_____
154 Cullen Performance Hall	_____
Houston, TX 77204-2003	_____

- f. **Compliance with laws and regulations.** This Agreement shall be performed in accordance with Licensor policies, expressly including Cullen Performance Hall Policies and Procedures, and with applicable laws of the State of Texas and, to the extent applicable, all federal laws and all rules and regulations of any regulatory body or officer having jurisdiction over Parties and/or subject matter of Agreement.
- g. **Marketing and publicity.** Except as otherwise provided in Agreement, neither Party shall advertise or otherwise use the corporate name, trade name, fictitious name, trademarks, service marks, and/or symbols of the other without its prior express written consent, provided however, all advertising of the Event must include the name and (if applicable) logo of Cullen Performance Hall. Item 3 of Attachment A sets forth further requirements.
- h. **Authority.** Each individual executing Agreement on behalf of any Party expressly represents and warrants that he/she has authority to do so, and thereby to bind Party on behalf of which/whom he/she signs, to the terms of Agreement.
- i. **Severability.** If any part of Agreement should be determined to be invalid, illegal, inoperative, or contrary to applicable law, regulation, of Licensor policies, that part of Agreement shall be reformed, if reasonably possible, to comply with the applicable provisions of law, statute, regulation, or Licensor policy, and, in any event, the remaining parts of Agreement shall be fully effective and operative insofar as reasonably possible.
- j. **Waiver.** A waiver by either Party or the breach or violation of any provision of Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of Agreement.
- k. **Force Majeure.** Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes, or other work interruptions by either Party's employees, or any similar cause beyond the reasonable control of either Party.
- l. **No third party beneficiaries.** Agreement is entered into by and between Parties hereto and for their benefit. Unless explicitly provided in Agreement, there is no intent by either Party to create or establish third party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under Agreement.

- m. **Non-assumption of Liabilities.** Unless expressly provided herein, Parties do not assume or become liable for any of the existing or future obligations, liabilities, or debt of the other.
- n. **Relationship of the Parties.** It is expressly acknowledged by Parties to the Agreement that Licensee is an independent contractor, and nothing in Agreement is intended to nor shall be construed to create an employer/employee relationship, a joint venture relationship, a borrowed-servant relationship, or a lease or landlord/tenant relationship between Parties. Further, neither Party shall have the authority, nor shall represent to a third party that it has such authority, whether actual or apparent, express or implied, to bind the other Party, unless such authority is expressly granted by the terms or conditions of Agreement.
- o. **Entire Agreement.** This Agreement constitutes the entire agreement between Parties regarding the subject matter hereof and supersedes any and all other agreements, understandings, negotiations, or representations, whether oral or written, between Parties.
- p. **Agreement Execution.** In executing Agreement, Licensee certifies that it has read the attached document titled, "Cullen Performance Hall Policies and Procedures," and that agrees to be legally bound by all of the terms, conditions, procedures, and policies set forth in this document. Each multiple original of Agreement shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

In witness whereof, the authorized representatives of Parties have executed Agreement in multiple originals, which shall be effective as of the date set forth in paragraph one of this document.

UNIVERSITY OF HOUSTON

LICENSEE

 Signature Date
 Name: _____
 Title: _____

 Signature Date
 Name: _____
 Title: _____

Note: Modification of this Form requires approval of OGC

U N I V E R S I T Y *of* H O U S T O N

Attachment A to the Cullen Performance Hall Facility Use Agreement

Cullen Performance Hall Policies & Procedures

154 Cullen Performance Hall • University of Houston • Houston, TX 77204-2003
713-743-5186 • 713-743-5194 (fax) • www.uh.edu/cph

Summary

The following summary should answer the most frequently asked questions concerning Cullen Performance Hall (“CPH”) policies and procedures. Please note that not all policies are represented in the summary and the summary does not exempt Licensee from compliance with all of the policies and procedures that may be listed on the following pages. This summary does not detail all requirements related to the items listed in this summary.

ACCESS: No equipment or material may be delivered to CPH prior to the first scheduled date. All equipment and material must be removed immediately after the final performance. All signage, blocking of seats, etc. to be done in the public areas must be done under the supervision of the CPH House Manager. CPH staff members must be in attendance while anyone is in the seating or stage areas.

CAPACITY & TICKETS: The seating capacity is 1547. CPH reserves the right to require the use of tickets.

ADVERTISING: All advertising materials must be approved in advance by CPH Manager.

FIRE: Any special effects requiring pyrotechnics, flame, or radiation of any kind must be approved by CPH Manager.

FOOD/DRINK/SMOKING: Food and beverages are permitted in the seating areas. Food and beverage sales are solely handled by Licensor. Smoking is prohibited in CPH.

ACCESSIBLE SEATING: The seats designated as accessible seating may not be sold to patrons who do not require this type of seating unless all other seats have been sold.

INSURANCE: Licensees must submit a Certificate of Insurance with the University of Houston as the certificate holder, as per the requirements of the Cullen Performance Hall Facility Use Agreement.

PAYMENT: All payments, including Deposit Payment, Estimated Expenses and Final Invoice, must be made in the form of a cash, credit card, or certified cashier’s check made payable to the University of Houston and delivered to the Cullen Performance Hall 4300 University Dr. Houston, TX 77204.

PERSONNEL: CPH staff members or designated contractors must operate all CPH equipment.

SECURITY: All uniformed security personnel must be officers employed by the University of Houston Police Department or security contractor. No personnel other than University of Houston Police Officers may carry or conceal firearms in the CPH.

USHERS: CPH requires at least one (1) CPH Usher per one hundred and twenty-five (125) audience members, with a minimum of eight (8) CPH Ushers. For the safety of our patrons we must require the minimum number of CPH ushers be maintained at all times. Volunteers are able to be utilized as ushers but at least one (1) CPH usher Supervisor must be present.

POLICIES AND PROCEDURES

1. **ACCEPTABLE USES:** The following are acceptable uses of CPH, in order of priority:
 - a. Events of a fine arts or educational nature presented by University of Houston departments primarily for the benefit of University of Houston community.
 - b. Events of a fine arts or educational nature presented by University of Houston registered student organizations primarily for the benefit of the University of Houston.
 - c. Events of a fine arts or educational nature presented by University of Houston departments or registered student organizations in conjunction with non-University of Houston affiliated organizations primarily for the benefit of University of Houston community.
 - d. Rentals to non-University of Houston affiliated Licensees for events that will significantly serve to enhance University of Houston environment for current and potential students, Houston community and surrounding areas.
2. **ACCESS:** No equipment or material may be delivered to CPH prior to the first scheduled date unless prior approval is obtained from CPH Manager. All equipment and material must be removed immediately after the final performance unless prior approval is obtained from the Theater Manager. Non-CPH staff members are not allowed in the stage or seating areas unless CPH staff members are in attendance. CPH house management staff will be happy to assist Licensee with front-of-house setup (blocking off seats, posting signage, placing tables in the lobby, setting up concessions, etc.); such activities may not begin unless the house manager is present. The house manager will be at the theatre two hours before seating begins unless other arrangements have been made in advance. It is recommended that the seating area be opened to the public thirty (30) minutes prior to the scheduled start of each event.
3. **ADVERTISING:** All advertising is subject to Section 6.g. of the Cullen Performance Hall Facility Use Agreement and this provision. No advertising materials bearing the names "Cullen Performance Hall" or "University of Houston" may be distributed until a Deposit Payment for the booking has been received by CPH. Advertising materials must meet Licensor standards. See the UH Graphic Standards website. <https://uh.edu/marcom/guidelines-policies/brand/index>. All advertising materials bearing reference to "Cullen Performance Hall" or "University of Houston" must be submitted to CPH Manager for approval before release.
4. **ANIMALS:** Animals of any kind are not allowed in CPH, unless part of a specific performance, except animals especially trained and being used as service animals to assist patrons who have disabilities. Animals that are to appear as part of a specific performance must have the approval of University Animal Care Committee. This approval must be delivered in writing to CPH Manager no less than ten (10) business days prior to the event. Please note that the approval process takes approximately six (6) weeks.
5. **BANNERS AND SIGNS:** Any banners, signs, ropes, or ribbons, including, but not limited to, those to be hung over the main entrance or attached to the seats or in the lobby of CPH must be approved by the CPH Manager or Technical Director. The use of clear tape of any kind is strictly prohibited. Painters tape and gaffer tape is available for a fee from CPH upon request. Failure to remove all signage, including all materials used to attach said signs, immediately following the final performance will result in an additional labor charge of not less than seventy-five dollars (\$75.00). CPH personnel must attach banners and signs to be mounted over the main entrance. Nothing may be attached to the theater walls.
6. **CANCELLATIONS:** Event cancellations must be made in writing with the Cullen Performance Hall Reservation Office. Refunds for cancellations will be made according to the following schedule:
 - a. **90+ Days – 100%:** Bookings canceled more than ninety (90) days prior to the first date of the booking will receive a full refund of their Deposit Payment.
 - b. **90-61 Days – 75%:** Bookings canceled ninety (90) days or less, but more than sixty (60) days in advance of the first date of the booking will receive a seventy-five percent (75%) refund of their Deposit Payment.

- c. **60-31 Days – 50%:** Bookings canceled sixty (60) days or less, but more than thirty (30) days in advance of the first date of the booking will receive a fifty percent (50%) refund of their Deposit Payment.
 - d. **30 or Less Days – 0%:** Bookings canceled thirty (30) days or less in advance of the first date of the booking the Deposit Payment will be forfeited.
 - e. If for any reason CPH is unable to honor the dates, a full refund of all payments will be made to Licensee.
 - f. See Section 21 of these policies for the definition of the Deposit Payment.
7. **CAPACITY:** The seating capacity of CPH is 1547. The capacity is increased to 1612 if the Orchestra Pit is utilized for seating.
- a. **Standing Room:** No standing room tickets may be sold or distributed.
 - b. **Accessible Seating:** Accessible seating may not be sold to patrons who do not require this type of seating unless all other seats have been sold (please see Section 14 “Accessible Seating” for specifics).
 - c. **House Seats:** Venue reserves the right to hold up to ten (10) seats.
 - d. **Balcony & Orchestra Pit:** Licensees must notify the CPH in advance if the balcony and/or orchestra pit are to be used.
 - e. **Access Control System:** CPH Management reserves the right to require the use of an access control system for entry into the facility. This system can come in the form of tickets, wrist bands, passes, hand stamps, and electronic methods (collectively referred to as ‘tickets’ for the purpose of this policy).
 - i. All ticketing is through the contracted ticketing software company.
 - ii. Tickets follow the section name, row letter, and seat number convention indicated on the CPH seating chart later in these policies.
 - iii. At the completion of the booking an itemized account of all tickets sold will be presented to Licensee. This itemization will include the number of tickets sold for each price group.
 - iv. CPH Management reserves the right to apply a per ticket facility surcharge on all ticket sales according to the current schedule of fees.
8. **RIDER REQUIREMENTS:** Licensee must submit copies of all riders to CPH Manager not later than four (4) weeks before the event. These are required for informational purposes only in order to evaluate contractual requirements as they relate to CPH facilities and Licensor policies.
9. **SPONSORSHIPS:** Licensees may qualify for the University rate if it meets all of the following requirements:
- a. Licensee is sponsored by a University of Houston administrative, academic, or student unit, not an individual. Student organizations must be registered with the Center for Student Involvement
 - b. Booking must be in keeping with the sponsoring University of Houston unit’s stated purpose and with the overall mission of University of Houston.
 - c. Sponsoring University of Houston unit(s) must participate in the booking to a significant degree, monitor its progress, and take overall responsibility for its success and policy compliance.
 - d. Sponsoring unit must have a representative present for each day of the booking from the first call to the last call of the day. The representative must have appropriate authority from within the sponsoring unit to make decisions concerning the booking, including fees.
 - e. The Licensee must offer tickets to University of Houston students at a significantly reduced rate.

Bookings that have been setup as a sponsorship but are later found not to be a sponsorship will be charged the standard rate on all charges for the booking. Additionally, the sponsoring

unit will be barred from sponsoring future bookings at Cullen Performance Hall for a period of twelve (12) months from the last date of the booking where the violation occurred. Failure of a booking to meet any of the above requirements (a-f) will also result in the standard rate being applied to all charges for the booking.

10. **DAMAGES:** Licensee is financially liable for all damages including, but not limited to, damages to persons, patrons, facilities, or equipment.
11. **DRESSING ROOMS:** Licensor and the management of CPH are not liable for items left in dressing rooms. Dressing rooms must be completely cleared of production materials immediately following the final performance.
12. **FIRE AND RADIATION:** Any performance calling for the use of fire or radiation (laser or ionizing device) onstage or offstage must be approved by CPH Manager, in consultation with University Safety and Risk Management Department, no fewer than seven (7) business days before the scheduled arrival time. All applicable City of Houston and/or State of Texas permits must be obtained.
13. **FOOD, BEVERAGES AND ALCOHOL:**
Licensor, either directly or through its designated concessionaire, retains the sole right to sell food, beverages and alcohol.
14. **ACCESSIBLE SEATING:** Seating for patrons who require accessible seating is available in the rear of the house. Additional policies for accessible seating are as follows:
 - a. Accessible seating may not be sold to patrons who do not require this type of seating unless all other seats have been sold.
 - b. Wheelchairs or other apparatuses will not be allowed to block fire exits or aisles.
 - c. Presenters are required to provide space at no charge for animals specially trained for patrons who require the assistance of service animals.
 - d. Accessible seating in the front of the house will be made available contingent upon request after sufficient notice has been given.
 - e. Licensee agrees to abide by and conform to the Americans with Disabilities Act. Licensee shall be responsible for ensuring that all services for individuals with disabilities as outlined in this act are fulfilled in regard to the Event(s) defined herein.
 - f. Licensees must make accessible seating available at a price not higher than that of the lowest-priced ticket available to patrons who do not require accessible seating.
 - g. Licensee, at Licensee's cost, shall provide any special equipment or personnel required to accommodate a person who has a disability and requests accommodations in a timely manner.
15. **INAPPROPRIATE BEHAVIOR:** Inappropriate behavior on the part of Licensee, performers, and/or audience may result in the cancellation or cessation of the event at the discretion of CPH Manager, or his/her designee. Inappropriate behavior includes, but is not limited to, the following:
 - a. The obstruction of aisles, exits, doorways, stairwells, or passageways.
 - b. Willful destruction of and/or damage to Licensor facilities, property, or equipment.
 - c. Failure to abide by any of the rules, procedures, or policies stipulated in this contract.
 - d. Perceived danger to staff, patrons, or performers.
 - e. The booking running one (1) hour past the scheduled event time.
16. **INFORMATION:** A packet of technical information about CPH, including equipment inventories, medical care, food, and lodging are available from CPH or online at <http://www.uh.edu/cph>.
17. **MERCHANDISING:** No merchandise may be sold without prior consent being obtained from CPH Manager. Additional policies for merchandising are as follows:

- a. Merchandising will for the purpose of this policy be defined as items patrons may purchase during the booking and take home with them. Merchandising does not include food and/or beverage items.
 - b. CPH reserves the right to charge a fee of twenty percent (20%) of the proceeds from all merchandise sold on the premises, after the deduction of taxes and sales staffing costs.
18. **PERSONNEL:** All bookings in CPH have a minimum staffing level. Licensor retains the right to determine the appropriate number of personnel necessary to properly serve and protect the public. All personnel provided by the Licensor shall remain employees or subcontractors of the Licensor and will be under the direct supervision of the Licensor's staff. CPH Reserves the right to require CPH Ushers during rehearsal days.
- a. The minimum shift for all personnel is four (4) hours.
 - b. CPH personnel, or an approved contractor, must operate all CPH equipment.
 - c. Licensee is responsible for reimbursing Licensor for use of CPH personnel and contracted personnel (see attached fee schedule).
 - d. CPH staff members are unable to accept financial or in-kind gratuities.
 - e. When CPH personnel are required to work longer than five (5) hours without a one (1) hour meal break, Licensee will be liable for additional compensation as follows:
 - i. Licensee may pay CPH front of house personnel time-and-a-half, and CPH stagehands double-time, until they are given a one (1) hour break.
 - ii. Licensee may give CPH personnel a thirty (30) minutes break for which they will be paid and the Licensee will be charged a set fee for the meal.
 - iii. The choice of i or ii above rests entirely with Licensee.
 - f. No activities may occur in the theater while CPH stagehands are on break. Breaks cannot be taken while the audience is present.
 - g. The pay rate will be 1.5 times the prevailing rate for any hours worked in excess of eight hours within a twenty-four (24) hour period. In addition, the stagehand rate will be 1.5 times the prevailing rate for any hours worked on Sundays and 2 times the prevailing rate for hours worked between the hours of 12:00 AM and 8:00 AM.

Licensee must contact CPH at least ten (10) business days prior to the first scheduled booking date to confirm booking needs and times. Changes in staffing levels or schedules cannot be made less than five (5) working days before a booking.

Regarding Ushers, CPH requires at least one (1) CPH Usher per one hundred and twenty-five (125) audience members, with a minimum of eight (8) CPH Ushers. The minimum number of CPH Ushers required to cover all entrances to the Orchestra level is eight (8). The minimum number of CPH Ushers required to cover all entrances to the Orchestra and Balcony levels is twelve (12). This minimum number of CPH Ushers required to cover all entrances to the Orchestra, Balcony and Pit levels is fourteen (14). CPH reserves the right to require additional CPH Ushers based on the ticketing method used or other needs as determined by CPH. CPH Ushers are covered by the same policies concerning meals and overtime as the other CPH staff members. The minimum shift for CPH Ushers is four (4) hours. Please see CPH Manager at least ten (10) business days prior to your event concerning your booking needs.

19. **PARKING:** Event attendees and personnel are encouraged to use the Welcome Center Parking Garage located at the intersection of UH University Drive and Calhoun Rd. Current rates can be found at <https://uh.edu/af-university-services/parking/parking-on-campus/visitor/rates.php>. Additional policies concerning parking are as follows:
- a. Arrangements for the unloading and parking of Licensee's trucks and buses must be made with CPH Manager not fewer than ten (10) business days before the scheduled arrival time.
 - b. Licensor personnel whose cars are displaced for truck or bus loading / unloading will be reimbursed by Licensee.
 - c. Buses used for the transportation of patrons will use E. Cullen Circle Drive to load and unload in front of Cullen Performance Hall. Additional University of Houston Police

Officers and/or Parking Enforcement personnel will be required to handle traffic and to supervise the loading / unloading of buses.

20. **PAYMENTS TO LICENSEE:** A Licensee must be set up as a vendor prior to the event to receive payments by the Licensor.
21. **BOOKING CONFIRMATION & PAYMENTS:** A booking will not be considered to be confirmed until receipt of the Deposit payment by the Cullen Performance Hall in addition to receipt of a fully executed Cullen Performance Hall Facility Use Agreement by Licensee from the Cullen Performance Hall.
 - a. Definitions:
 - i. "Deposit Payment" is defined in Section 3 of the Cullen Performance Hall Facility Use Agreement "Estimated Expenses" is defined in Section 3 of the Cullen Performance Hall Facility Use Agreement. "Final Invoice" is the invoice sent at the completion of the booking and reflects the total expenses less the total of all payments. If the-total of payments exceeds the amount of the total expenses, Licensee will receive a refund, after completing a Vendor Setup Form.
 - b. Licensee failing to make a payment by a due date may result in the cancellation of Licensee's booking(s).
 - c. All payments should be delivered to the Cullen Performance Hall in the form of cash, credit card, a corporate check, certified cashier's check or money order. University of Houston units may also make payments by People Soft Journal Entry.
 - d. Bookings cannot be accepted from Licensees or University of Houston units with outstanding debts to CPH or Licensor.
22. **SCHEDULING:** Bookings and scheduling of CPH are made with the Cullen Performance Hall. CPH may be reserved up to two (2) years in advance. Dates are held on a first come first served basis. A date may be held until challenged.
23. **SECURITY:** The minimum number of University of Houston Police Department Officers is one. One University of Houston Police Department Officer is required when cash handling is present (box office, concessions, etc.). Money may not be collected at any location other than the box office or concession area without the approval of University of Houston Police Department in consultation with CPH Manager. CPH and University of Houston Police Department reserve the right to require additional security personnel, uniformed or otherwise. University of Houston Police Department Officers must be scheduled no fewer than fourteen (14) business days prior to the event. All uniformed security personnel must be officers employed by University of Houston Police Department or contractor. No personnel or individuals other than University of Houston Police Department officers may carry or conceal firearms on campus.
24. **SMOKING:** The University of Houston is a smoke free campus. Anyone found smoking inside CPH may be escorted out of the building by a University of Houston Police Officer.
25. **STANDARD SETUP:** Event Licensees of CPH will bear the cost of restoring all CPH equipment, including, but not limited to, lighting, sound, and curtains to the same location and condition in which said equipment was found, unless prior arrangements have been made with CPH Manager.
26. **TELEPHONE:** CPH provides a backstage telephone for the convenience of our guests. This number, which is in CPH information packet, should be given as the emergency telephone number.
27. **VOLUME LEVEL:** The maximum permissible volume level is a constant one hundred twenty five (125) dB-SPL ("A"-weighted) over a period of three minutes, measured from the center of the house in the center aisle.
28. **USE OF EZEKIEL W. CULLEN BUILDING HALLWAYS:** The Ezekiel W. Cullen building ("E. Cullen") hallways may not be used as a holding or preparation area.