



FLYNN CENTER FOR THE PERFORMING ARTS, LTD.
153 Main Street
Burlington, Vermont, 05401

FLYNN CENTER USAGE POLICIES
(For the 2016 Fiscal Year: July 1, 2016 – June 30, 2017)

The following Usage Policies apply to all events presented in the Flynn Center and must be considered an integral part of any Lease Agreement between the Lessee and the Flynn. The Flynn Center Usage Policies are updated annually and are in effect from July 1 through June 30 for that fiscal year. Governing Usage Policies for the current fiscal year supersedes any previous agreements when there is a Usage Policy update between the signing of the lease agreement and the rental date. By signing the Lease Agreement and initialing these Policies, Lessee agrees with all information and policies contained herein.

Section I: BASIC PROVISIONS

I.1. RENTAL TYPES AND PROVISIONS:

I.1.A. "PERFORMANCE" rental day begins at 6:00 a.m. and runs until 3:00 a.m. the following day. Performance times must be scheduled to include the complete load-out and restoration of the theater in consideration of the 3:00 a.m. end time. Please also note our backstage curfew policy in Section VI.2. "Rehearsal" day begins at 6:00 a.m. and ends at 3:00 a.m., and may be subject to a Technical Rehearsal Surcharge if it meets with the definition outlined in I.1.C below. Rental period leased must include all work necessary to set up (including pre-hang of lights), operate, strike and restore Lessee's event. Lessee will be charged a prorated hourly rental rate if these times are exceeded.

I.1.B. A SECOND PERFORMANCE within any 12-hour contiguous period on the same day (i.e. matinee and evening performances, or two evening performances) will be charged an additional 50% of the Hall rental rate as well as the cost of any additional labor required to accommodate the additional performance/activity.

I.1.C. TECHNICAL REHEARSAL SURCHARGE: For any rehearsal days which involve FULL TECH (defined as any day that involves performers on stage working or rehearsing under theatrical lighting for any period of time) a \$150 surcharge will be applied, reflecting direct maintenance and utility expenses. Final determination of whether a day is considered TECHNICAL REHEARSAL will be made by the Flynn Production Manager and communicated to Lessee.

I.1.D. HOLIDAY RENTAL RATES: Weekend rental rates will be charged for use of the hall on Christmas Eve, Christmas Day, Thanksgiving Day, New Year's Eve, New Year's Day, Labor Day, Memorial Day, and July 4.

I.2. LESSEE ACCEPTS AS IS: The Flynn or Flynn's agents have made no representations or promises with respect to the said building or leased premises except as herein expressly set forth. The utilization of the leased premises by the Lessee shall be conclusive evidence, as against Lessee, that Lessee accepts same "as is" and that said premises and building were in good and satisfactory condition at the time such possession was taken, excepting latent defects not known to Lessee or which could not reasonably become known to Lessee and which are due to negligence on the part of the Flynn. "As is" conditions is defined as the stage, wings, crossover, orchestra pit, dressing rooms, hallways, lobbies, and audience chambers (orchestra and balcony) cleaned, and free and clear of obstructions or excess equipment. House and stage equipment will be in its standard position (stored) unless otherwise discussed and agreed upon by the Flynn and Lessee's technical personnel.

I.3. HEAT, UTILITIES, ETC.: As part of this Agreement, the Flynn will provide heat, electrical power, water, and normal pre-and post-event cleaning, with the exception of Technical Rehearsals. The Flynn will provide air-conditioning as is necessary for audience comfort, as determined by Flynn management, with optimal temperature attained one hour before curtain time. Additional cooling is available for an additional charge. NOTE: In the event of dramatic increases in fuel and/or utility charges prior to Lessee's use date(s), the Flynn reserves the right to add a pro-rated surcharge on the Lessee's rental rate to cover the additional costs to be communicated in advance to Lessee.

I.4. SUBLET/USE: Lessee may not sublet the rented space, or in any way assign the rented space to any other person or organization. Lessee may not utilize the rented space for any purpose other than what is specified on the face of this agreement.

I.5. LESSEE MUST PROVIDE TO THE FLYNN:

I.5.A. TAX EXEMPTION: First-time renters who are non-profit, tax-exempt organizations shall submit to the Programming Manager such tax exempt certificates as shall pertain. The Flynn will keep such certificates on file, although re-filing may be required from time to time.

I.5.B. SIGNED CONTRACT FOR THE ACT: Lessee may be required to furnish Flynn, at the time of Lease Agreement signing, or as soon as possible thereafter, a copy of the signed contract between Lessee and the Act to be presented. Portions of this signed contract concerning financial arrangements with Lessee may be excised by Lessee.

I.5.C. CERTIFICATE OF INSURANCE: See clause II.1.A.

I.5.D. LETTER OF CREDIT: For first-time users, and other users as identified by the Flynn, a letter of credit or a cash deposit in the amount of the estimated rental expenses, may be required at the time of lease execution.

I.6. ADMISSIONS SALES TAXES: Effective April 1, 2011, the Flynn is required to collect and remit all applicable State and City admissions sales tax on behalf of the Lessee, with the following exemption for certain non-profit organizations:

An organization that qualifies for exempt status under Section 501(c)(3) of the Internal Revenue Service code must collect sales taxes when it charges for admission to a live performance unless its gross sales of entertainment charges (whether sold by the organization or a ticket seller) in the prior calendar year did not exceed \$100,000.

The current tax rates are as follows: 6% State and 1% Burlington local option tax payable to the State; 2% City tax payable to the City of Burlington. The Burlington City Charter provides an exemption from the City tax for certain non-profit organizations. The Lessee is solely responsible for determining whether this exemption applies to it. The Flynn does not assume any responsibility for advising the Organization as to its sales tax liabilities, and the Organization should seek independent advice in that regard.

If a non-profit organization determines that it is exempt from taxes based on the exemption noted above, the organization must provide written certification and a copy of its IRS exemption letter to the Flynn prior to the on-sale. If the presenter provides an exemption certification, it agrees that it is solely responsible for any taxes, penalties, or interest subsequently assessed by the State of Vermont or the City of Burlington and agrees to indemnify and hold the Flynn harmless from and against any liabilities, costs, or expenses the Flynn may suffer or incur (including attorneys fees) in connection with the sales tax obligations of the presenter.

I.6.A. NON-RESIDENT ALIENS: Should the artist(s) to be presented by the Lessee be a non-resident alien individual, partnership, or corporation, the Lessee expressly agrees to perform all obligations or ensure that another party is contractually required to perform such obligations. The Flynn will hold Lessee responsible for all liabilities, as the withholding agent, pursuant to the requirements of Section 1441 and 1442 of the Internal Revenue Code and the Federal regulations promulgated thereunder. It is recommended the Lessee stipulate in contracts with artists that artists' management is responsible for performing these duties.

I.7. THE HOUSE RULES AS OUTLINED IN THIS AGREEMENT WILL BE IN FORCE AT ALL TIMES, and the Flynn reserves the right to enforce these rules summarily, if necessary by eviction of offenders from the Flynn's premises. Such enforcement will take place through the authorized House and Stage Managers when they are available and directly by Flynn management when they are not.

I.7.A. LESSEE ON-SITE REPRESENTATIVE: Lessee will furnish a representative who is available throughout the Lease period for consultation and decisions on all matters relating to the production. This person will be the sole person authorized to resolve problems and conflicts and to negotiate any alterations in performance procedure with Flynn staff. See VI.9.C. for more.

I.7.B. PUBLIC SAFETY: The Lessee shall neither encumber nor obstruct the sidewalk in front of the theatre, nor the entrance hall, stairs, exits, lobbies, and audience chambers, nor allow the same to be obstructed or encumbered in any manner by any artists, staff, or personnel associated in any way with Lessee. Lessee further agrees not to bring onto the premises any material, substance, 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 the property thereon, without the prior approval of the Flynn. The Flynn shall have the right to refuse to allow any such material, substance, equipment or object to be brought onto the premises and the further right to require its immediate removal. The Flynn, at its discretion, may secure security staff at the Lessee's expense.

I.7.C. CONDUCT OF LESSEE'S ARTIST (S): Lessee is responsible for the actions of the artist(s) contracted by the Lessee. The Flynn is not subject to agreements made between Lessee and the artist(s). This includes but is not limited to the merchandise concession agreement. See Section V.3. Lessee is responsible for communicating this policy to the Artist or their Management.

I.7.D. SMOKING IN THE THEATRE: No smoking is allowed anywhere in the theatre complex. The Flynn and Lessee will comply with all smoking regulations, as defined by Vermont State Law and the Federal Clean Air Act. Failure to comply with these rules may result in immediate eviction from the premises by the Flynn Management. Postings in the venue note the smoking policy, including that patrons caught smoking must forfeit their ticket.

I.7.E. RECORDING AND BROADCAST: Lessee agrees to use its best effort to prevent any recording (either visual or audio) or broadcast (either live or pre-recorded) of the event covered by this Agreement without prior written approval from the Flynn. The Flynn has the right to require payment and recognition for said privilege. Additional union stagehand labor may be required at Lessee's expense.

I.7.F. ADVERTISED CURTAIN TIME: Performances at the Flynn Theatre will start no earlier than advertised time. Lessee's Stage Manager must communicate with the Flynn House Manager if the opening of the hall or start of the event will be delayed. The audience will be admitted to the seating area no earlier than 1/2 hour before the advertised time, and to lobby/merchandise

area, no earlier than 45 minutes, unless arranged in advance. Please keep in mind that delays in the show start time will likely result in additional staffing costs, including but not limited to stage crew, security and front-of-house staff.

I.7.G. ANIMALS: No animals will be permitted in any areas of the Flynn except as is specially required for an act on stage or as service animals as defined by the Americans with Disabilities Act. If either is to be the case, the Flynn Management shall be so notified in advance.

I.7.H. GALLERY: The Flynn reserves the right to close its Gallery during a rental period unless specifically made part of the lease rental agreement. The Gallery and/or Lobby can be rented for the specific purpose of holding receptions or special events. Additional rent and custodial charges will apply. See Section III.1.D., regarding use of liquor on Flynn premises.

I.7.I. SIGNAGE/DÉCOR: No materials may be affixed to wall surfaces in the hall or lobbies. All display materials must be free-standing. The Lessee is responsible for any injuries or damage that occur as a result of non-compliance with this paragraph. Electronic screens in the lobby may be available for use by the Lessee upon request at least two weeks prior to event. Electronic materials for these screens must be provided to Flynn Programming Manager at least one week prior to event.

I.7.J. AUDIENCE PARTICIPATION: Any audience participation prompted by the performers or Lessee must be cleared with venue staff prior to the performance. Inviting the audience on stage and/or to gather at the front of the stage is unacceptable due to safety concerns and fire code. The performer is solely liable for any resulting damages or injury occurring as a result of violation of this clause.

I.7.K. PHOTO/VIDEO/MOBILE DEVICE POLICY: The standing policy regarding the use of photo/video/mobile devices is that such devices may not be used in the hall. No photography or videography is permitted in the hall while the performance is in progress. If the artist requests that photographs be allowed during the show, staff will only respond to incidents in which the taking of photos inhibits the sightline or enjoyment of the surrounding patrons. THERE WILL BE A RECORDED ANNOUNCEMENT PLAYED PRIOR TO EVERY PERFORMANCE NOTING THE POLICY. PLEASE INFORM THE ACT THAT THIS IS NOT NEGOTIABLE.

I.8. SECURITY GUARDS: The need for security guards will be established at the time of contract negotiation based on the nature of the performance. The Flynn's Program Manager will determine the requirements. The lessee will provide the Program Manager with information concerning running time and/or event curfew at least five (5) business days prior to the event.

I.8.A. Security personnel will be hired by the Flynn and charged to the Lessee with a 10% surcharge. There is a minimum requirement of three hall/lobby security personnel for all commercial events. Specific requirements will be detailed in the lease.

I.8.B. The Flynn reserves the right to decide: a) if a complete "bottle check" with a body frisk upon admission is required, b) to limit re-admission to the theater once an audience member is in the hall, and c) to direct the positioning of the security personnel within the building.

I.8.C. Security personnel are authorized to rescind a patron ticket and remove from the premises any persons whose behavior is deemed a threat to the property of the Flynn or the safety of the audience.

I.8.D. While the Flynn will determine the minimum requirements, the Lessee may add additional guards – at their own cost – if they have concerns about potential damage or patron safety or if it is a requirement of the act. The Lessee may offer advice on guard placement within the facility based on knowledge of the act. The Flynn's Program Manager must be notified of any requests to change/review security details, including, but not limited to, the number of guards and a "no re-entry" designation, at least five (5) business days prior to the event. The Flynn reserves the right to adjust security, as warranted, and will notify the Lessee of any changes. (See VI.4. PARKING regarding Back Lot Security.)

I.9. FACILITY DAMAGE/CLEAN-UP RESPONSIBILITY: Lessee shall be responsible for any and all damages to the Flynn premises or extraordinary charges incurred by the Flynn caused by acts of Lessee or Lessee's agents, employees, patrons, guests and artists, whether accidental or otherwise. Lessee further agrees to leave the Flynn premises in the same condition as existed at the time Lessee took possession, ordinary wear and use excepted. The Flynn reserves the right to retain a portion of Lessee's box office revenues until Lessee's show load-out is successfully completed and assessment of premises completed. Custodial base charge included in rent for a PERFORMANCE day is \$200.00; for a tech/rehearsal day, the custodial base included in rent is \$120. Custodial overage, if applicable, will be charged against Damage/Cleanup Deposit. No "Flynn Surcharge" will be applied on custodial overage. See section II.3.B. for damage deposit information.

I.10. LIABILITY FOR DAMAGES: Notwithstanding any provision of this Lease to the contrary, Lessee shall be solely responsible for, or on account of, any loss, damage, or injury occasioned to the Flynn, its property, the demised premises, its contents, its patrons, or its personnel to the extent caused by the negligent or intentional act of the Lessee during the term of the Lease. Furthermore, the Lessee is responsible for the actions of its artists and audience and any injuries or damages to the property, patrons, or personnel caused thereof, including any audience participation prompted by the artist and/or the Lessee. Conversely, the Flynn shall be responsible for any loss or damage occasioned to the Lessee, its property, the demised premises or its contents, arising from any negligent or intentional act on the part of the Flynn during the term of this Lease. By the signing of this Lease Agreement, neither party waives any rights it may have against each

other on account of any loss or damage occasioned by the negligence of the other, whether or not said loss or damage is covered by insurance as set forth in other sections of this Agreement.

I.11. INDEMNITY: The Lessee is hereby subrogated to any rights of the Flynn against any other parties whomsoever in connection therewith. The Flynn shall promptly deliver to the Lessee 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 any such claim. The Lessee shall have the right to defend any such suit with attorneys of its own selection. The Flynn shall have the right, as it sees fit, to participate in such defense at its own expense.

I.12. INSURANCE:

I.12.A. PUBLIC LIABILITY: Lessee shall carry comprehensive liability insurance in the amount of not less than \$1,000,000 per occurrence with a \$2,000,000 general aggregate, furnishing the Flynn with evidence of said insurance with a company licensed to do business in the State of Vermont, at least 14 days prior to the event.

I.12.B. ADDITIONAL INSURED: The Flynn Center for the Performing Arts, Ltd. shall be listed as an additional insured. Evidence of such insurance must be provided as in Paragraph I.12.A.

I.12.C WORKERS' COMPENSATION: Lessee must carry its own workers' compensation policy covering its employees, agents, representatives, and artists in cases of work related injury.

Section II: PAYMENTS AND SETTLEMENT

II.1. ADVANCE PAYMENTS: The Lessee agrees to pay to the Flynn Center the deposits indicated on the LEASE AGREEMENT, with the return of the signed Agreement. Unless otherwise noted on the LEASE AGREEMENT, all costs have been determined based on a single performance. Any additional performances must be communicated to the Flynn at least two weeks prior to date.

NOTE: The reservation of dates in the theatre will not be considered confirmed nor will tickets be placed on sale prior to receipt of these funds.

II.2. ADDITIONAL ADVANCE PAYMENTS: Funds on hand at the FRBO resulting from ticket sales will be evaluated one month prior to the performance. Should these funds be less than the anticipated charges, i.e. balance of rent, equipment rental, tech charges, etc., OR if tickets are not being sold for the event, the Flynn will require payment no less than two weeks prior to the performance. The Flynn reserves the right to terminate the lease pursuant to II.7 if these funds are not received.

II.3. SETTLEMENT AND RELEASE OF FUNDS:

II.3.A. Settlement of the Lessee's account will take place within 72 hours of the close of the final performance covered under this agreement. The exact time of the settlement is to be agreed upon in advance between the Flynn and Lessee. A complete statement will be presented for the Lessee's approval, showing the deduction of all Box Office charges and any other monies outstanding to the Flynn Center for space rental, preservation fees, or other services. The Flynn reserves the right not to release ticket revenue to the Lessee until the performance has commenced. In the event settlement occurs on the day of the performance, the Flynn reserves the right to present any additional charges incurred by the Lessee within one week of the close of the final performance. Funds owed to the Lessee will be paid in the form of a FlynnTix Regional Box Office check unless otherwise requested by Lessee and approved by the Flynn at least 2 weeks in advance of the performance. In the event that there are invoices outstanding at the time of settlement incurred by the Lessee through the Flynn (e.g. Burlington Free Press) the Flynn reserves the right to withhold an estimated amount from the Lessee's revenue to pay these bills.

II.3.B. A Damage/Clean-up Deposit will be required in the amount of \$1,000 for all rentals. The Flynn reserves the right, at its discretion, to increase that deposit to \$3,000 in expectation of possible damage. The condition of the theatre will be evaluated before any subsequent events occur. The deposit will be returned to the Lessee in full within ten (10) days unless it is necessary to assess damage or extraordinary cleaning charges.

II.4. CANCELLATION BY THE LESSEE: Should Lessee cancel this Agreement and give notification to the Flynn less than sixty (60) days prior to the date of the scheduled performance, the Flynn shall require payment in full of the contracted rent as liquidated damages, plus any additional expenses incurred, including any I.A.T.S.E. Union charges, within a 30-day period after the scheduled date of the event, after which time an 18% annual interest rate will be applied to all outstanding charges, and the Lessee and the Flynn shall be relieved of any further obligations under this Agreement. Should Lessee cancel more than sixty (60) days prior to the date of a scheduled performance, but less than 150 days prior to the performance, Flynn shall require one half payment of contracted rental for liquidated damages. Cancellation by Lessee 150 days or greater from date of event is not subject to any charges; however, the Flynn requires reimbursement of any out-of-pocket expenses -- plus standard 15% surcharge if appropriate -- incurred on behalf of Lessee's event. At all times, cancellation notice must be in writing. Any cancellation or postponement caused by circumstances unavoidable to the Lessee may be renegotiated by both parties. Flynn agrees to make all reasonable efforts to mitigate Lessee's damages.

II.5. RESPONSIBILITIES IN THE EVENT OF CANCELLATION OR POSTPONEMENT: In the case of a cancellation or postponement by Lessee of a public event covered by this agreement, it is the responsibility of the Lessee, at its own expense, to immediately make the public aware of the cancellation or postponement. All media outlets, especially those where ads for the event were placed, must be provided a press release or similar notification regarding the cancelled or postponed event. Cancellation/postponement announcements must include information on ticket refunds and/or exchanges including deadlines, the refund procedure and the rescheduled date, if appropriate. The Flynn must be given a copy of any such notices immediately. The Flynn is prepared, at a cost to Lessee, to assist Lessee in contacting all ticket-buyers via mail, email or phone. Such arrangements, as well as ticket refund procedures and deadlines, must be discussed with the Flynn and mutually agreed to in writing. Any patron refund requests made after the event has been settled and all funds have been released will be referred to the Lessee. In cases in which the Flynn deems the Lessee's ticket refund procedures inadequate and not in keeping with the Flynn's level of customer service, the Flynn will assume responsibility, with notification to Lessee, for refund procedures and charge Lessee accordingly. See Ticketing Contract for Services regarding the handling of tickets and associated fees in the cases if cancellation.

II.6. CANCELLATION BY THE FLYNN: Should the Flynn be destroyed or made unusable by fire or other elements, or by mob, strike, riot, war, or other civil disobedience, or should any part of the Flynn be made impractical for use by any cause, the Flynn may, at its discretion, terminate and void this Agreement. If such termination occurs before the lease period begins, the Flynn will refund to Lessee in full any deposit theretofore paid by Lessee. In the event such termination occurs during the term of this lease, Lessee will pay to Flynn a pro-rata of the rent plus any expenses incurred to Flynn to that time in connection with this Agreement, and the Flynn will refund any part of the rent already paid by Lessee which exceeds such amount. In event of such termination, the parties agree to hold each other harmless for damages or losses sustained by the other party, and the parties waive their rights to claims for damages or compensation for loss of profits. See Ticketing Contract for Services regarding the handling of tickets and associated fees in the cases if cancellation.

II.7. REASONS FOR TERMINATION OF LEASE: The Flynn may terminate this Lease if Lessee fails to perform any of its obligations herein set forth or appears to the Flynn to be financially insecure, in violation of the law, or about to default under the terms of the Lease or the Usage Policies. Upon termination of the Lease Agreement for whatever reason, Lessee agrees to promptly remove, at Lessee's expense, all its property from the Flynn premises within 24 hours and to forfeit all advance payments made to the Flynn.

II.8. INTERRUPTION/TERMINATION OF A SHOW OR EVACUATION OF THE FACILITY: The Flynn shall retain the right to interrupt any performance in the interest of public safety, and to likewise terminate such performance when, in the sole judgment of the Flynn, such an act is necessary in the interest of public safety. Should it become necessary, in the judgment of the Flynn management, to interrupt the performance or evacuate the premises because of a bomb threat or for other reasons of public safety, the Lessee will retain possession of the premises for sufficient time to complete the presentation of its activity without additional rental charge, providing such time does not interfere with another Lessee. If, at the discretion of the Flynn Management, it is not possible to complete the presentation of the activity, the rental charge shall be prorated unless such interruption/termination is due to negligence on the part of Lessee, in which case the Lessee hereby waives any claim for damages or compensation from the Flynn. When possible, Flynn management will discuss its decision to discontinue the presentation with Lessee before evacuating the premises.

Section III: COMPLIANCE WITH LAWS

III.1. COMPLIANCE WITH LAWS: No activities in violation of Federal, State or Local laws, or of the Board of Health requirements, shall be permitted on Flynn premises, and it shall be the responsibility of the Lessee, while under the term and period of this Agreement, to enforce this provision. The Flynn will provide clear exit signage under Burlington City Fire codes to side alleys at the rear of the building.

III.1.A. ADA COMPLIANCE: The FLYNN is committed to fulfilling its obligations under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA), and as LESSOR is providing a physically accessible venue. LESSEE agrees to cooperate with the FLYNN when necessary to maintain physical accessibility of the facilities.

In addition, LESSEE may be required, under the above statutes, to provide accessible features such as American Sign Language interpretation, audio description, or alternative formats. For ASL-interpretation services, call: (800) 639-1519 or go to www.virs.org. LESSEE is encouraged to consult the following resources for more information: "Design for Accessibility: A Cultural Administrator's Handbook" at www.arts.gov > Publications > Accessibility; the AccessAbility Office of the National Endowment for the Arts: 202-682-5532 (voice), 202-682-5496 (TTY); Disability and Business Technical Assistance Centers (DBTACs): 800-949-4232 (voice and TTY); or the 504 ADA Coordinator at your state arts agency (in Vermont: the Vermont Arts Council : 802 828-3778). For up-to-date icons, go to www.gag.org > Resources > Disability Access Symbols. See IV.1.D.a, regarding seat kills and ADA compliance.

HEARING REINFORCEMENT SYSTEM: The Flynn MainStage is equipped with both FM and an induction loop hearing system for patron convenience. The loop system broadcasts directly into hearing aids that are equipped with a Tele-Coil switch. For hearing aids without a Tele-Coil switch, wireless headset receivers are also available free of charge at the concession stand.. See Section VI.10.E for more information.

III.1.B. FIRE/SAFETY CODES: All sets, costumes, props, flashpots, laser equipment, and any other materials used by the Lessee must conform to all existing fire and safety codes. The provisions of the fire prevention code that prohibits smoking, flammable decorations, open flames, and explosive or inflammable fluids, gases and compounds must be observed. The Flynn will require written evidence that all such codes have been observed and that operators have the required licenses, especially the codes and licenses obtained from the State of Vermont and the City of Burlington.

a. Burlington fire code prohibits the use and sale of standing room tickets.

b. PYROTECHNICS: As of March 2003, the state of Vermont has banned the use of all pyrotechnics for indoor events. The use of pyrotechnics in a public building is strictly forbidden, absent the express written consent of the Commissioner of Labor and Industry and the Burlington Fire Marshal. Obtaining written consent is the responsibility of the Lessee, and the Flynn must be provided with a copy of such approval.

III.1.C. CATERING LICENCES/REGULATIONS: Any caterer, serving food for any function at the Flynn Center for the Performing Arts must provide a copy of their catering license and certificate of insurance to the Flynn Center prior to the event. This applies to caterers employed by the Flynn Center as well as those employed by lessees of any Flynn Center facility. Fire Code prohibits the cooking of food inside of any building at the Flynn Center. Food may be reheated by standard methods. In addition, any caterer using an open flame in reheating food must provide the Flynn Center with assurances that their personnel have been trained in the use of a fire extinguisher.

III.1.D. STATE OF VERMONT LIQUOR LICENSEE: The Flynn Center, as a State of Vermont liquor licensee, has the authority and responsibility to regulate all sales and consumption of alcoholic beverages on all Flynn premises. NO ALCOHOL MAY BE BROUGHT ONTO THE PREMISES. All alcohol consumed on these premises MUST be purchased through an authorized Flynn representative. All alcohol purchased at the Flynn must be consumed where purchased and cannot be removed to other locations. Proof of legal age for alcohol purchase and consumption will be required, and no alcohol will be served to minors.

III.1.E. LICENSE/PERMITS/COPYRIGHTS: The Lessee shall obtain and pay the fee for all licenses and permits necessary to conduct operations arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the event, or will ensure that another party is contractually required to obtain and pay for such. Lessee agrees to indemnify, defend and hold harmless the Flynn Center for the Performing Arts from any claims or costs, including legal fees, which might arise from question of the use of any such material described above. The Flynn may require evidence of such licenses being in effect, with such agencies as ASCAP, BMI and SESAC.

Section IV: FLYNNTIX REGIONAL BOX OFFICE

IV.1. FLYNNTIX REGIONAL BOX OFFICE ("FRBO"): The Flynn Center offers complete box office services and will act as an agent of the Lessee in the area of ticket sales as set forth below:

FlynnTix Regional Box Office, and its outlets, is the exclusive source for ticketing services. Lessee has three options regarding the structure of the ticketing agreement. For a full description of those options, refer to the agreements sent along with the lease agreement or contact FlynnTix box office manager for the most up-to-date agreement and policies. Lessee must use this complete name and logo in advertising, on posters, etc. The FRBO has the ability to accept Vermont checks, credit cards (VISA, Master Card, Discover Card and American Express) and cash, for purchase by telephone, mail, real time internet sales, and at the window.

IV.1.A. FLYNNTIX REGIONAL BOX OFFICE HOURS: The normal hours for non-exclusive public sale of the Lessee's tickets will be weekdays 10:00am - 5:00pm, and on Saturdays 11:00am - 4:00pm. In addition, on show days, the FlynnTix Regional Box Office will remain open until one half hour after the performance starts. If the show occurs on a Sunday, the Box Office will open one hour in advance of Lessee's announced performance time. Additional Sunday hours are available for in-person sales at a cost to Lessee of \$75 per hour – which includes 1 supervisor and 2 salespeople. Lessee must make request at least 2 weeks in advance.

IV.1.B. OTHER OUTLETS: The Flynn reserves the right to make tickets available through other outlets, maximizing the sale of tickets. The Flynn will remain completely accountable for all tickets, including any it may choose to outlet to other locations. Tickets previously released to outlets will be recalled as needed for sale at the Flynn. Lessee authorizes FRBO to collect from purchasers of tickets at remote outlets a handling fee in addition to those charges levied at the FRBO, and further authorizes FRBO and the Outlet operator to retain, as they may agree, such handling fee for their own respective accounts as compensation for effecting sales of tickets.

IV.1.C. A TICKET REPRESENTATIVE will be identified by the Lessee, and the name, address and phone contacts for that individual will be provided to the Box Office with the return of the signed Lease Agreement. This representative will be the person with whom the Box Office will communicate sale information and who will be contacted with any questions that may arise regarding Lessee's tickets.

IV.1.D. TICKET KILLS/COMPS

a. SEATING FOR PATRONS WITH DISABILITIES: The Flynn Center is committed to fulfilling all aspects of the Americans with Disabilities Act (ADA), and Lessee agrees to cooperate with the Flynn when necessary to meet these regulations. Lessee is required to insure that the locations are handled only by the FlynnTix Regional Box Office and that the seats will not be pre-sold in any other manner. Best efforts will be made by the FRBO to sell these seats at normal prices to the general public should they not be required for accessibility services according to ADA guidelines. Unless they have been pre-sold to patrons with accessibility needs, six (6) seats will be held until show time. Specifics on seat holds can be discussed with the FlynnTix Box Office Manager.

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| Total Seating Capacity with Maximum Wheelchairs (6) | Orchestra: | 1,064 |
| | Balcony: | 325 |
| | Total: | 1,389 without Dress Circle, prior to production kills |

b. PRICING: Designated seats will be sold to the patron and to one companion in the following manner:

1. 2 or 3 tier house - All seats at "B" price
2. 4 tier house - All seats at "C" price

IV.1.E. TICKETS will be made available to the Flynn as follows:

a. FOUR PAIRS OF COMPLIMENTARY SEATS will be made available to the Flynn Management for all performances. Tickets will be pulled and held by the FRBO before public sale begins. If not to be used, the Flynn will release these seats for public sale not less than twenty-four (24) hours in advance of curtain time.

b. TEN PAIRS OF HOUSE SEATS (to be paid for at full price if used) in "A" or "B" price range will be held for Flynn Management up to eight (8) hours in advance of curtain time for all performances. These seats may be automatically released for public sale if not paid for within the time limit. Tickets will be pulled and held by the FRBO before sale to public begins. Location will be at discretion of the Flynn management, open for discussion if necessary.

IV.1.F. SOUND AND LIGHT CONTROL TICKET PULLS AND ANY COMPLIMENTARY OR HOUSE PULLS FOR THE PRESENTER OR ARTIST must be made known to the FRBO before tickets for the event go on sale. Lessee will be solely responsible for any confusion that may result from failure to make these needs known sufficiently in advance.

IV.1.G. TICKET RECEIPT/OPENING DAY OF SALE: The Opening Day of Sale for Lessee's tickets will be established by mutual agreement at the time of contract negotiation. The Flynn will make every effort to accommodate the wishes of the Lessee within the following restrictions:

a. A MINIMUM OF FIVE FULL BUSINESS DAYS MUST EXIST between the date on which tickets go on sale and the date that the following information is delivered to the Box Office, in writing:

- Event Description, including Date, Time and Venue
- Approved Photo for the website (high resolution preferable)
- Ticket Prices: All advertised ticket prices must include the \$1.50/ticket Preservation Fee (see IV.3.). On printed materials and tickets an asterisk should read **"Includes \$1.50 Flynn Preservation Fee."**
- Seating Configuration
- Outlets Requested

Should there be a delay in delivery of any of this information, the FRBO reserves the right to accordingly postpone the Opening Day of Sale. In the event that the Lessee is presenting multiple performances or has established an unusual seating configuration, the Flynn may require additional time to complete the setup for public sale.

b. THE SIGNED RENTAL CONTRACT AND DEPOSIT must be received prior to public sale of tickets.

c. THE LESSEE MAY NOT PERMIT THE PUBLIC ANNOUNCEMENT that "tickets are now on sale" until the Opening Day of Sale. In the event that Lessee permits such announcement to be made and the FRBO is forced to correct this error to the public, the Flynn reserves the right to increase its set-up charge to the Lessee by a pro rata amount of its complete staffing and Box Office overhead costs for such additional work. FURTHERMORE: LESSEE MAY NOT PUBLICLY ANNOUNCE A PERFORMANCE AT THE FLYNN CENTER UNTIL THE HALL LEASE AGREEMENT HAS BEEN NEGOTIATED AND SIGNED BY BOTH PARTIES AND THE RENTAL DEPOSIT HAS BEEN RECEIVED AT THE FLYNN OFFICE. IN THE EVENT THAT LESSEE PERMITS SUCH ANNOUNCEMENT PRIOR TO THIS POINT, THE FLYNN RESERVES THE RIGHT TO CANCEL THE ENGAGEMENT AND TO HOLD THE LESSEE LEGALLY ACCOUNTABLE FOR DAMAGING THE REPUTATION OF THE FLYNN CENTER.

IV.1.H. FRBO FEES: See the attached FlynnTix Regional Box Office Contract for services regarding ticketing details, including fees, specific to this event. If this contract is not returned prior to tickets going on-sale it will be accepted as is.

IV.1.I. Notwithstanding anything set forth above, FRBO shall not be required to perform any additional services on behalf of Lessee resulting from any requirements placed upon Lessee by any legislative authority or other third-party, unless FRBO and Lessee enter into a written addendum to this agreement clearly defining the additional services to be performed by FRBO and the compensation to be paid therefore by Lessee.

IV.2. PRESERVATION FEE: All tickets sold for performances at the Flynn will include a Flynn Preservation Fee of \$1.50 (\$1/ticket for performances whose top ticket price does not exceed \$12.00). Lessee must ensure that the total advertised ticket price will include the Preservation Fee, which will be identified on each ticket with the following language: **"Includes \$1.50 Flynn Preservation Fee."** It will be the obligation of the Lessee to pay the full fee regardless of discount offers. The fee does not apply to complimentary tickets. The Flynn reserves the right to apply a group Preservation Fee in the case of events with significant complimentary or free ticket volume. Payment of the Preservation Fee will be made at final settlement (see II.3). If the Flynn Regional Box Office and its outlets, if any, do not handle all tickets, Lessee will return any unsold tickets to the Flynn. Any tickets not returned will be considered sold and thus assessed \$1.50 preservation fee at final settlement.

IV.3. CHILDREN/INFANT POLICY: The Flynn maintains the following policy: Any child attending a performance must have a ticket and a separate seat. Infants (12 months and under) are welcome at Flynn Family events and performances specifically geared to children and will be admitted free of charge. Parents with children who cause a distraction may be asked to move to the rear of the hall, or to leave the auditorium. All parents therefore need to exercise judgment when it comes to bringing children to a performance. Audiences and performers expect ushers to intervene if children cause a distraction, therefore we ask all renters who have written policies to publish a policy that is consistent with ours, including noting that parents may be asked to go to the rear of the theatre or leave the theatre if arriving with an infant or causing a disturbance.

IV.4. SUPPLEMENTAL SEATING/"DRESS CIRCLE SEATING": If the orchestra pit will not be used and it can be confirmed that the stage extension will not be needed, 28 additional seats can be placed in front of Row A for a total theatre capacity of 1439. The decision to use these seats must be made before tickets are placed on sale and is subject to \$150 fee plus the cost of labor for set-up. Once tickets have been placed on sale, supplemental seating can not be added or removed. The Flynn has the right to limit the use of supplemental seating when issues of security or adequate sight lines for the production are present.

Section V: FRONT-OF-HOUSE/LOBBY AND MERCHANDISE/CONCESSIONS

V.1. FLYNN HOUSE MANAGER, THEATRE USHERS/SPIRITS, AND TICKET TAKERS: The Flynn provides the services of a professional House Manager from two hours before curtain time until the show ends and the hall is cleared at the rate of \$200 per performance. Additional staffing for pre- or post-performance events will be provided at \$50 per hour and will be needed if earlier access to the lobby for set up is required. . The Flynn will also provide the services of the Flynn "Spirits" for ushering and ticket-taking relating to events in the Flynn. Flynn Spirits are specially trained and positioned to aid patrons in emergency evacuation of the theatre and do not serve as security guards.

V.2. CONDUCT OF LESSEE'S STAFF: Lessee's front-of-house staff (including volunteers) working in the theatre in the view of the public (ushers, ticket-takers, treasurers, House Captain, etc.) will be expected to dress and conduct themselves in a manner appropriate to a community-oriented performing arts center, i.e. the ingestion of alcohol or drugs or signs of such ingestion, the use of foul language, improper dress, or any rudeness to the theatre patrons will not be permitted.

V.3. CONCESSIONS: The Flynn reserves and retains the right to operate, license or permit others to operate concession sales during the period of this Agreement. The Flynn will normally operate food and drink concessions as well as the disbursement of non-food items, information on upcoming events, and information and promotion of Flynn Membership. All Flynn concession item prices are fixed and not open to negotiation. Lessee does not have the authority to permit concession sales by any Artist or Artist's concessionaire under the terms of this lease without the permission of the Flynn.

V.3.A. The Flynn reserves the right to designate the location of all concessions areas as it deems necessary and will ensure that fire lanes are kept clear in the lobby at all times. The Flynn does not guarantee availability of staffing, additional lighting or display apparatus for such sales, and Artist's concessionaire should make arrangements with Flynn staff in advance.

V.3.B. The Flynn will determine which concessions will be in operation during the period of the Agreement.

V.3.C. No food or drink (except water) may be consumed in the hall or on stage areas at any time. Any exceptions must be approved by the Flynn management.

V.4. MERCHANDISE: The Flynn will receive 20% of gross receipts for all concessions permitted to be sold by Lessee and for Lessee's artist's representative, unless otherwise requested and agreed to by the Flynn in advance. THE FLYNN WILL NOT PROVIDE LABOR FOR SUCH SALES UNLESS ARRANGED FOR IN ADVANCE. Sales labor is subject to a \$50 charge in addition to the 20% commission, payable in cash immediately following the event. The Flynn Programming Manager must be notified of a request for labor no later than two weeks prior to the event.

V.4.A. It is the responsibility of the LESSEE to communicate commission rate to the artist or act. The Flynn is not subject to agreements made between the Lessee and the artist.

V.4.B. All settlements of concession percentages with the Flynn will be conducted in cash between Lessee or Lessee's artist's representative and the Flynn House Manager immediately following the clearing of the hall of all patrons.

V.4.C. No free samples of food, beverage or any product may be given away or otherwise distributed without prior written approval of the Flynn.

V.4.D. The Lessee is required to collect and submit any state and local taxes associated with merchandise and/or concessions sold by Lessee, artist or artists' merchandise representative. Information and forms regarding Vermont State Tax laws can be found at <http://www.state.vt.us/tax/>. As of July 2010, the Vermont State Tax is 6%, City Tax of 2%, and 'local option' tax of 1% for a total sales tax of 9%. There is no tax on apparel sold in the State of Vermont.

Section VI: BACKSTAGE AND PRODUCTION

VI.1. **BACKSTAGE ACCESS:** If required by the Artist or Lessee, the Lessee is responsible for arranging a system of backstage access control through the Agreement period, advising Flynn Management of the nature of said system upon arrival in the theatre, and insuring that Flynn personnel are approved at all times for such access. It is suggested that the artist not greet the public on stage or in the dressing room areas due to the limitation of backstage space and the hazards caused by theatrical equipment, but instead to use the lobby or foyer areas in the front of the theatre. If no access control is established by Lessee, only stage door access from the auditorium will be routinely covered by an usher. A minimum of six (6) backstage access cards, patches or appropriate identification materials for use by Flynn personnel must be supplied by the Artist or Lessee to the Flynn Management no later than two (2) hours before curtain time.

VI.2. **BACKSTAGE CURFEW:** Any post-show backstage activities -- including but not limited to meet-and-greets and receptions -- are subject to a one-hour curfew following the end of a public event. Furthermore, any backstage activities that include alcohol must be arranged through the Flynn in advance and in compliance with Vermont Department of Liquor control regulations. See Section III.1.D., regarding Flynn Liquor License and policies. Under no circumstances will backstage activity continue after the completion of load-out.

VI.3. **LESSEE'S BACKSTAGE STAFF** (including contractors and volunteers) shall conduct themselves in a professional manner at all times while in the theatre, with due regard for the safety of people and equipment. The ingestion of alcohol or drugs or signs of ingestion will not be permitted. Backstage personnel are expected not to appear in the front-of-house public areas except on the Lessee's business, and will then conduct themselves in the manner outlined in Section V.2.

VI.4. **PARKING: LOADING DOCK/TECHNICAL PARKING** The Flynn has one small parking lot located directly east of the stage door and loading dock. For days of show, pre-hangs and/or load-ins prior to the day of the show, where no tractor trailers are required, the Flynn will make two spaces east of the loading dock available to the Lessee for any vehicles at any time during Lessee's rental period. For any show or load-in requiring that the loading area accommodate tractor trailers, buses etc., Flynn lot will be cleared from load-in to load-out. The Flynn requires one guard for back lot security at all shows, subject to 15% surcharge.

VI.4.A. Any parked vehicles using the Flynn lot must not operate their engine after the vehicle is loaded/unloaded. Due to recent ordinances with respect to vehicle idling in the City of Burlington, VT, the Flynn requires any buses and trucks that must remain idle to tie into the Flynn's electrical box. Any fees or fines issued as a result of non-compliance with these ordinances will be the responsibility of the LESSEE. For more information on these ordinances, please refer to the Burlington Code of Ordinances, Sec. 20-55.

VI.4.B. All vehicles must maintain open fire lanes or vehicles will be towed at the owner's expense. Parking of all vehicles shall be as directed by the Flynn Production Manager. The south side of the parking area/stage lot is not owned by the Flynn and any car or truck parked there will be towed at the owner's expense. Municipal parking meter hoods will only be placed at locations approved in advance by the Flynn management at Lessee's expense (if necessary, in consultation with Lessee's technical representative).

VI.5. **WAREHOUSE ACCESS:** Lessee's staff, including contractors and volunteers, may not use, enter or consider the warehouse adjacent to the Flynn Theatre to be available for their purposes. Any use must be approved in writing, through Flynn management. No one may enter the warehouse except under supervision.

VI.6. **CLOSE-UP PROCEDURES:** In the event that Lessee is operating without IATSE coverage (i.e. community rental), Lessee agrees to fulfill all facility close-up procedures.

VI.7. **INGRESS/EGRESS:** Stage Right, crossover, all backstage stairs and hallways must be maintained at all times to a width of 44 inches.

VI.8. **SAFETY HARNESES:** All personnel must use safety harnesses to gain access to the grid and the stage left F.O.H. lighting position.

VI.9. STAGE PERSONNEL

VI.9.A. **FLYNN PRODUCTION MANAGER:** The Flynn will provide the services of a Production Manager to consult with Lessee on its technical needs in the hall, provide technical information on the Flynn Theatre, provide stage labor, and arrange for equipment rental, as needed (see below). The Flynn Production Manager does not, in his/her normal duties, design scenery, lighting, or act as a stage manager or as stage crew for the Lessee. Such additional services may be negotiated independently between Lessee and the Flynn and will be charged to Lessee as an additional cost.

VI.9.B. **FACILITIES PERSONNEL:** Facilities personnel and/or representatives must be guaranteed total backstage access for fire, safety, and HVAC monitoring throughout Lessee's rental period.

VI.9.C. **LESSEE PRODUCTION MANAGER:** Lessee agrees to furnish a Production Manager or Stage Manager, who will be present at the time of the initial load-in, to represent the Lessee in technical matters during pre-hang, set up, run, strike, and restore and call lighting cues for the show. Representative must be present for all calls and will be responsible for the actions of Lessee's crew and the touring crew (if any). This representative will be in personal contact by telephone or email with the Production Manager of the Flynn a minimum of two weeks in advance of the opening show date to exchange any necessary technical information, establish the crew, and agree on security requirements. IF THE LESSEE PRODUCTION MANAGER

DOES NOT CARRY OUT ALL OF THE DUTIES AS DEFINED ABOVE, THE FLYNN PRODUCTION MANAGER, OR HIS REPRESENTATIVE, WILL SERVE IN THAT ROLE AT THE RATE OF \$500 PER PERFORMANCE.

VI.9.D. LIGHTING DESIGNER: Lessee must furnish a light plot, channel hook-up sheet, line plot, and instrument schedule no later than fourteen (14) days prior to the performance date. If Lessee does not have a light plot, the Flynn can provide one at a base rate of \$350 per design. Lessee is responsible for providing color media (gel). Complex light plots (over 125 instruments) will be priced above the \$350 base rate after negotiation with the Lessee's L.D. and the Flynn Production Manager.

VI.9.E. STAGE CREW: Lessee will bear the total costs of a stage crew for the pre-hang, setting up, running and striking/restoration of the show, as shall be determined necessary by mutual agreement of the Lessee, the Flynn, and if applicable, the stagehands union local. The crew members, unless otherwise agreed to in advance by the Flynn, will be experienced stage workers provided by the Flynn Center. The crew will remain on call throughout the strike of the show and until the Flynn stage and equipment has been restored to an "as is" condition (see I.2. above).

The Flynn's Production Manager will have complete authority to evict any crew member from the theatre in the event that he/she is intoxicated or otherwise in violation of normal codes of respectable behavior, and will have veto power over any selection of crew members based upon past experience with those individuals in the theatre.

VI.9.F. I.A.T.S.E.: Lessee shall abide by the contract in existence between the Flynn and Local #919 of the International Association of Theatrical Stage Employees (I.A.T.S.E.) in the event Lessee's production falls within its purview. A copy of this contract is available from the Flynn Production Manager upon request.

VI.9.G. CALLING PROFESSIONAL STAGE CREWS: All union crews will be called through the Flynn and the Flynn shall add a service charge onto the total labor that is 15% of the total stage labor costs. Information must be received at least seven days in advance to avoid penalties. Crew calls changed less than a week before the rental date will also incur penalty charges as per the IATSE contract. Total labor costs, including gross wages and benefits plus a 15% service fee on that total, will be charged to the Lessee. Non-professional crews for events presented by "Community" organizations may be provided by the Lessee under the supervision of the Lessee's Stage Manager (see III.1.A. above) and is subject to review and final approval by the Flynn Production Manager. Final determination of presenter's status shall rest solely with Flynn Management.

VI.9.H. PAYMENT OF PROFESSIONAL STAGE CREWS: Labor costs, union, and service fees for all professional crews operating in the Flynn shall be payable to the Flynn by the Lessee at the time of each performance. Crew costs will be deducted from the Lessee's gross box office revenue unless other prior arrangements are made between Lessee and Flynn. If, in the Flynn's estimation, the Lessee's box office revenue being held by the FlynnTix Regional Box Office will be insufficient to pay the stage labor plus additional costs incurred through the Flynn, the Flynn will require Lessee to provide additional cash in advance of the event's commencement sufficient to cover all above costs. See II.2 ADD'L ADVANCED PAYMENTS for more information.

VI.10. STAGE EQUIPMENT

VI.10.A. LIGHTING: The in-house lighting equipment (see Flynn MainStage Technical Packet) is available for rental by the Lessee at the rate of \$12.00 per lighting unit and \$7.50 per 2.4KW of dimmer for in-house use only. The use charges will be a minimum of \$500 per day. The total charge will be calculated at this minimum or on a per-instrument basis, whichever is higher. If needed, the Flynn also rents cyc lighting at the rate of \$45 per 3 cell unit and high intensity followspots at \$125 per day. Use of the Flynn's cable and manual lighting control will be included at no additional charge; a computer light board (ETC Insight 2X) is available for \$300 per show. Use of the Flynn's basic worklights on non-dim circuits will not be charged. Charges cover equipment use only, and do not cover labor costs to move, re-cable and patch, focus or gel equipment to Lessee's specifications.

VI.10.B. STAGE DRESSINGS AVAILABLE IN HALL: Black velour borders and 4 sets of legs are available for use without charge to the Lessee. Other stage dressings that are available for a cost include a bounce drop (\$250), full stage seamless cyc (\$300) and white or black scrims (\$250). The Lessee will also pay the costs of a stage crew moving the dressings from their standard or storage positions. Likewise, should the Lessee require positioning of dressings prior to the company's arrival in the hall, a rental charge for the hours necessary for this pre-hanging will be added to the total hall rental charge. Should any movement of dressings be necessary, the Lessee will pay the time and labor costs of returning the goods to their standard positions following the performance, unless otherwise discussed and agreed upon by Lessee's technical personnel and the Flynn Production Manager. Standard positioning is determined by the Flynn Production Manager described in Clause I.2. as "as is" condition.

VI.10.C. ACOUSTICAL SHELL, MUSIC STANDS AND CHAIRS are available in the hall when not in use elsewhere. Arrangements for use must be made directly with the VT Symphony Orchestra (802-864-5741).

VI.10.D. ADDITIONAL EQUIPMENT/SERVICES: Any sound equipment, additional lighting, dimmers, risers, follow spots, etc. are available to rent locally through the Flynn, with a service charge of 15% payable to the Flynn. Flynn-owned banquet tables of varying sizes are available at no additional cost if not in use elsewhere; white tablecloths can be provided for \$2 each if available. Use of the Flynn's dance floor (Harlequin-type, black or white) is available at \$500 per day. Additional services arranged by the Flynn are subject to a 15% service charge and must be arranged in advance, including meter bags for additional street parking.

VI.10.E. HEARING REINFORCEMENT SYSTEM: The Flynn Theatre is equipped with a hearing reinforcement system for the benefit of audience members with hearing disabilities. It is the policy of the Flynn that this system will be available at all public performances for events having amplified sound. The act must provide a monaural line feed to the system to specifications provided by the Flynn Production Manager. Lessee is required to advise its artist/act of this requirement and to be sure that the artist/act complies within the technical limitations of the sound reinforcement equipment to be provided by the artist/act. In the event that the lessee lacks the equipment or expertise to make the hearing reinforcement system function properly, the Flynn will provide for this at the lessee's expense.

VI.10.F. SOUND LEVEL: The Flynn reserves the right to determine acceptable volume levels for all amplified productions. Lessee agrees to adjust sound levels immediately and in accordance with instructions by the Flynn's designated representative when requested. The Lessee assumes financial responsibility for any refunds due to excessive sound levels.

VI.10.G. SOUND EQUIPMENT/PLACEMENT:

a. SOUND EQUIPMENT AVAILABLE: Flynn Center has sound equipment available for rent on a limited basis. Contact Flynn Production for current inventory and pricing or visit: <http://www.flynncenter.org/about-us/venues/technical-packets.html>.

b. SOUND CONSOLES AND RACK: There are two mixing positions available: Rows U, V, W, Orchestra center-left, seats 101-106; and behind Row EE, Orchestra center-left under the balcony. Maximum space taken by sound equipment is 6' x 10'. Console & rack heights may not exceed 3'8" (44") above floor level. No equipment may interfere with fire codes for ingress/egress. Only 12 total seats in Row U and V may be removed. Permanent seating may not be removed under any circumstances. Six fixed seats in Row W are available to seat operators but may not be removed. Row X 101-106 will be held until day of event when soundboard is in place to check patron sight lines.

c. SOUND-PULL SEATS: In the event that Lessee wishes rows U - V center sections 101 - 108 pulled for sound/light boards, the Flynn Production Manager and the Box Office Manager be notified before tickets are put on sale.

VI.10.H. ORCHESTRA PIT LIFT: The pit lift may only be operated by Flynn personnel or their specific designees.

VI.10.I. PIANO: The Flynn has available for rent a Steinway Concert Grand Piano at a rate of \$900 per day. One (1) piano tuning is included with the piano rental. The Flynn reserves the right to determine the appropriateness of a rental based on the nature of the artist or usage anticipated.

VI.10.J VIDEO EQUIPMENT including projector and screen available for rent. Contact Flynn Production Manager for current inventory and pricing.

Section VII: ADVERTISING AND PROMOTION

VII.1. LESSEE MAY NOT PUBLICLY ANNOUNCE A PERFORMANCE AT THE FLYNN CENTER UNTIL THE HALL LEASE AGREEMENT HAS BEEN NEGOTIATED AND SIGNED BY BOTH PARTIES AND THE RENTAL DEPOSIT HAS BEEN RECEIVED AT THE FLYNN OFFICE. IN THE EVENT THAT LESSEE PERMITS SUCH ANNOUNCEMENT PRIOR TO THIS POINT, THE FLYNN RESERVES THE RIGHT TO CANCEL THE ENGAGEMENT AND TO HOLD THE LESSEE LEGALLY ACCOUNTABLE FOR DAMAGING THE REPUTATION OF THE FLYNN CENTER.

VII.2. EVENT ADVERTISING: In all public advertising for the event, Lessee will announce the Flynn Center prominently as the location of the event and will indicate that tickets are on sale at the FlynnTix Regional Box Office (as outlined in Section IV.1). Where space is available, Lessee is also requested to list the mailing address of the Flynn Center, Box Office telephone number and website (153 Main Street Burlington VT 05401, 802-863-5966, www.flynnTix.org). Use of the Flynn Center logo by Lessee in any public advertising or promotion is strictly prohibited; however the FlynnTix logo is available upon request. Wherever ticket prices are listed, they must include the Flynn Preservation Fee (Section IV.2).

VII.2.a. EVENT CONTENT If a Lessee's presentation contains adult themes, language or nudity, Lessee must include a disclosure of such nature on ALL advertising. (Ex. "This performance contains adult language.")

VII.3. MARQUEE (outdoor signage): The Flynn will arrange for Lessee's event to appear on the theatre marquee in advance of the event, but not before tickets for the event are on sale at the FRBO. Lessee must supply the Flynn with proper billing information. The Flynn will make its best effort to fulfill Lessee's marquee listing request as time and space allows. If billing information is not provided, it will be left to the Flynn's discretion. A fee of \$50 per panel will be assessed for changes required as a result of Lessee not making specific needs known in advance.

VII.4. MARQUEE PRINT PUBLICATION The Flynn, as a courtesy, lists Lessee's events in the printed calendar of events called the *Marquee*. To assure that events are included in the calendar, Lessee needs to provide the following to the Programming Manager: name of the event, name of the presenter, date, time, ticket prices and a brief description. Listing is subject publication deadlines. Photos of Lessee's event will not be included in the *Marquee*.

VII.5. POSTERS, FLYERS AND DISPLAY CASES: The Flynn, as a courtesy, makes available poster and flyer space for Lessee's shows in the Flynn lobby in advance of the performance date, though in general not before tickets are available for sale at the FRBO. Lessee needs to schedule display space with the Flynn Marketing Director. Timing and placement will be completely under the control of the Flynn, although Lessee's requests will be honored when possible. Lessee is responsible for providing all materials. Posters size 30Wx50H inches are ideal. Materials will not be returned to the Lessee unless requested in advance. Display of Lessee's materials will be non-exclusive, and information on other public events will be on display.

VII.5.A. DISPLAY SCREENS: If Lessee provides a digital pdf of the poster, Flynn will make best efforts to display on screens facing Main Street. Flynn will make best efforts to include Lessee information on the electronic screens in lobby if Lessee provides suitable electronic content adhering to screen formatting at least two weeks prior to event. Display of Lessee's materials will be non-exclusive, and information on other public events will be on display. Two of the four lobby screens are for exclusive use of the Flynn Center.

VII.6. NO AD CHARGING THROUGH FLYNN: The Lessee will not charge to the Flynn Center, or directly to the FRBO against any anticipated revenues any of the costs of his/her advertising without the advance written approval of the Flynn. Should any bill or charges appear without the Flynn's prior approval, they will not be honored, and the creditor will be referred back to the Lessee for payment.

VII.7. BURLINGTON FREE PRESS AD PLACEMENT: The Flynn Center has a discounted rate with the Burlington Free Press based on volume of placement through the year. This rate is available to lessees of the Flynn Center under the following conditions:

VII.7.A. The Flynn must approve such use in advance.

VII.7.B. All interaction regarding Free Press ad placement, design of ads, changes in ad copy, etc. must take place directly between Lessee and the Flynn's Marketing Director. Lessee will not contact the Burlington Free Press directly in relation to using the Flynn account without first consulting the Flynn Marketing Director. Any changes or additions to ads placed using the Flynn account without the knowledge of the Flynn Marketing Director are subject to cancellation. .

VII.7.C. Lessee is responsible for the advertising space costs and any production costs incurred, plus 15% of the total as a Flynn service charge. It is normal procedure for the total Free Press bill to be paid from the Lessee's Box Office revenues. The Flynn reserves the right, however, to require partial or full payment by Lessee in advance of authorizing the ad placement if Lessee's ticket revenue will not be held at the FRBO or if the Flynn has any reason to question Lessee's ability or intent to pay the advertising costs.

VII.7.D. In the event that the exact amount of the advertising is not known at the time of Final Settlement, the Flynn will withhold an estimated amount from the Lessee's Box Office revenue to cover the estimated costs. Upon receipt of the actual invoice, the Flynn will either issue an invoice for amount due or a refund for any overage.

VII.8. INTERNET EXPOSURE: The event covered by this agreement will appear on the calendar on the Flynn Center website (www.flynncenter.org) as well as the FlynnTix Regional Box Office website at www.flynnitix.org.

VII.9. SEVEN DAYS LOCAL FREE WEEKLY PAPER: Contact the Flynn's Marketing Director for information about special rates for ads placed with SevenDays: www.7dvt.com.

LEASE AGREEMENT AND USAGE POLICIES: Lessee agrees to observe and abide by the Lease Agreement and the Usage Policies outlined herein, which includes the rules, regulations, and conditions governing the Lessee's use of the Flynn Center for the Performing Arts MainStage. Lessee's signature on the Lease Agreement and initials below acknowledge receipt of, review of, and agreement with the terms and conditions of the Lease Agreement and Usage Policies.

AGREED TO AND UNDERSTOOD:

LESSEE _____

Date _____

FLYNN _____

Date _____