This is to confirm that I have read the Saenger Theater lease agreement in its entirety and agree to abide by the stipulations set forth in the lease agreement and Attachment A (Cost estimate for Event), B (Definitions) and C (Special Provisions Supplement) all incorporated by reference.

For University of West Florida Board of Trustees  
Date  
3/28/06
SAENGER THEATRE
P.O. BOX 13666, PENSACOLA, FLORIDA 32591
850-595-3882 / 850-595-3886 fax

EVENT LEASE AGREEMENT

This Agreement made and entered into on this day, _______ 2006, by and between the Saenger Theatre, 118 South Palafox Place, Pensacola, Florida, hereinafter called “SAENGER” acting by and through it’s Manager, and University of West Florida for and on behalf of the University of West Florida Board of Trustees, hereinafter called “LESSEE” or “University”, whose principal address of business is 11000 University Pky, Pensacola, FL 32514 and whose business telephone number is 850-474-2183.
The named person representing the leasing organization for the event is: Kyle Marrero

WITNESSETH

For and consideration of the covenants and provisions herein contained, the parties hereto mutually agree to the rental of the Saenger Theatre. SAENGER hereby agrees to permit the LESSEE to use and occupy the main theatre, corridors, lobbies, lounges, and backstage areas adjacent thereto, all of which is situated in the Saenger Theatre located at 118 South Palafox Place, Pensacola, Florida and will be used for the sole purpose of presenting:

Jazz Piano Competition

and for no other purpose whatsoever without the written consent of the Saenger Theatre, endorsed on this Agreement.

LESSEE’s right to enter the premises hereunder commences as follows.

<table>
<thead>
<tr>
<th>03/31/06</th>
<th>competition</th>
<th>$1,100.00</th>
</tr>
</thead>
</table>

Estimated Total Building Rent: $1,100.00
All other charges as itemized on the estimate sheet: $1,666.63 (Attachment A)

TOTAL ESTIMATED EVENT EXPENSES: $2,766.63

LESSEE agrees to pay the full amount of the estimated event expense less any deposits made by manner of cash, certified funds, Visa, or MasterCard before noon one business day prior to occupation of the Theatre for said event. The per day performance rent fee shall be calculated at the stated rate vs. a sum equal to 8% (5% for 501 -c-3) of gross admission receipts (including Prebox sales). Admission receipts shall be defined as, but not limited to, ticket sales, admission costs, series tickets, registration fees, donations, collections, and season memberships less any taxes levied.

The following deposit shall be paid upon signing of this Lease Agreement: $1,100.00

The estimate sheet for rental and services for the said event is just that, an estimate and it is part of this contract.

The LESSEE will be responsible for any and all charges incurred in relation to the event.
In witness whereof, the parties hereto or their agent duly authorized, have hereunto set their hands and affixed their seals to this Lease Agreement, including the provisions appearing in Attachment A (Cost Estimate for Event), B (Definitions) and C (Special Provisions Supplement) which are a part of this Lease Agreement herein incorporated by reference.

FOR THE LESSEE

DATE

3/28/06

FOR THE SAENGER THEATRE

DATE
ATTACHMENT A
TO
SAENGER THEATRE
EVENT LEASE AGREEMENT
(Cost Estimate for Event)
### Cost Estimate for Event

**Event Details**
- **Date:** March 11, 2006
- **Location:**
  - **Address:**
    - **Street:**
    - **City:**
    - **State:**
    - **Phone:**
- **Contact:**
  - **Name:**
  - **Title:**

**Event Fees**

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td><strong>Catering</strong></td>
<td>Box Office</td>
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<td><strong>Advertising</strong></td>
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<td><strong>Catering</strong></td>
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<tr>
<td><strong>Advertising</strong></td>
<td>Box Office</td>
<td>$3,000</td>
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**Total Event Estimate:** $15,300.00

**Estimated Charges**

- **Catering**
  - **Box Office:**
    - **Catering Fee:** $3,000.00
  - **Advertising:**
    - **Box Office:**
      - **Catering Fee:** $3,000.00

**Total Estimated Charges:** $15,300.00

**Facility Fee:** $3,000.00

**Total Event Fee:** $18,300.00

**Deposit Required:** $5,000.00

### Equipment

**Estimated Equipment:**

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
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<td><strong>Advertising</strong></td>
<td>Box Office</td>
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</tbody>
</table>

**Total Equipment Charge:** $3,000.00

### Labor Costs

**Total Labor Charges:** $1,996.80

### Miscellaneous

**Total Miscellaneous Charges:** $200.00

### Total Estimation

**Total Estimated Costs:** $18,096.80

**Balance Due:** $18,096.80

**Facility Fee:** $3,000.00

**Total Event Fee:** $21,096.80

**Deposit Required:** $5,000.00

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<th>Department</th>
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<th>Minimum 3 Hour</th>
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ATTACHMENT B
TO
SAENGER THEATRE
EVENT LEASE AGREEMENT
(Definitions)
ATTACHMENT B

DEFINITIONS

1. PERFORMANCE - A performance is any contractually stipulated period of time in any given block-of-time in the Saenger Theatre when used for an event attended by persons other than performers and directors.

2. REHEARSAL - A rehearsal is defined as a contractually stipulated period of time in any given block-of-time when the Saenger Theatre is used for the purpose not defined as a performance. The presence of more than fifty (50) persons in the audience shall convert a non-performance to a performance and the Lessee thereupon pays the performance rate.

3. CHARGE FOR ADMISSION - This shall mean any kind of charge for admission to the performance. This shall include, but is not limited to tickets Sold at the door, series tickets, season passes, registration fees (for a group of events which includes the performance), collections, donations, offerings, and season memberships.

4. LOAD-IN, LOAD-OUT, SET-UP/STRIKE - Load-in shall mean the drag-in or haul-in of items necessary for the production of a forthcoming Show. Load-out shall mean the drag-out or haul-out of items used in the production of a production. Set-up shall mean the assembly or erection for adjustment of properties, sets, lighting, sound, and stage hardware necessary for a forthcoming production. Strike shall mean the teardown of a production. Usually load-out immediately follows strike.

5. FACILITY FEE - for every charge for admission into the Saenger Theatre, there will be a Facility Fee issued. This fee is collected on behalf of the City of Pensacola for the Maintenance and Restoration of the Theatre. Within the Ticketmaster system, this fee is paid for by the ticket purchaser, but in the case of Secondary or Season ticket sales, the fees shall be accessed on the Settlement. This fee is non-negotiable and is 100% retained by the Saenger Theatre. The fee structure is currently $1.00 for each paid admission under $10.00, and $2.00 per each paid admission $10.00 and over. For events that have multiple Ticket prices, the fee shall be calculated on the highest ticket price.

GENERAL REGULATIONS

1. CONTROL - The Saenger Theatre shall at all times be under the control of the Manager and authorized subordinates; specifically, the Stage Manager for the backstage area, and the House Manager for the Lobby and seating area. The house will not be opened, nor does an event begin, without expressed permission of the Stage Manager.

2. EQUIPMENT - Standard house sound and lighting equipment, wired microphones, chairs, music stands, and miscellaneous equipment may be used at no charge, if available. Other specialty equipment such as follow spotlights and wireless microphones are available for rent as per the rate sheet. Lessee should consult with the Manager, or Stage Manager, as to the latest list of available equipment. All other equipment, such as grand pianos, extra tables and chairs, etc., shall be the responsibility of the Lessee. Lessee shall coordinate the delivery and pick up of all non-Saenger equipment within the rental period as specified on the face of this agreement unless approved in advance by the Manager.

3. STAGE MANAGER - A Stage Manager, hired by and responsible to the Manager of the Saenger, is required to be present at all rehearsals, performances, load-ins, load-outs, and strikes.

4. HOUSE MANAGER - A House Manager, hired and responsible to the Manager of the Saenger is required to be present whenever an audience occupies the house.

5. LABOR CALLS - All labor calls shall be the minimum number of hours as specified on the event estimate. After eight (8) hours, 1.5 times shall be charged; between midnight and 8:00 a.m. double time shall be charged. City of Pensacola recognized holidays are subject to double time charges.
RESPONSIBILITIES OF THE SAENGER

Saenger will provide as part of the basic Lessee charge for the facilities, at its own expense:
heating/cooling, house and stage lighting, house sound system.
Estimate of probable costs to the Lessee will be given with the contract and all rates and charges are
subject to change.
In the event that the Saenger Theatre becomes unfit for occupancy by the Lessee during the period
covered by the Agreement, by reason of, and not limited to, fire, strike, civil disobedience, weather,
energy shortages, equipment failure, such as, but not limited to: boiler failure, air conditioning compressor
failure, inoperable sound and lighting equipment, or other causes beyond the control of the Saenger, the
agreement shall be of no force or effect, however, Lessee’s deposit shall be returned..

RESPONSIBILITIES OF THE LESSEE

1. DEPOSITS - Lessee agrees to pay a deposit as determined by the Manager of the Saenger with the
return of the signed contract. This deposit will be applied toward the rental charge in the final billing
Lessee agrees to make such deposit by manner of Certified funds (Cash, Money Order or Cashier’s
Check made payable to the Saenger Theatre). Personal/Business checks are accepted if received 14
business days prior to event. If so determined by the Manager of the Saenger.

2. RETURN OF CONTRACT - Dates requested by Lessee are not considered firm until the Saenger
approves the event and Lessee returns a signed contract accompanied with the deposit. The contract and
deposit must be returned within fourteen (14) days from the date the contract was signed by both parties.
Failure to comply automatically cancels all arrangements with the Saenger.
Should Lessee cancel an event covered by a contract, no deposit refunds will be made, and Lessee
agrees to also pay any reimbursable expenses that were specifically incurred by the Saenger in
connection with the event covered in that contract.

3. INDEMNIFICATION/LIABILITY INSURANCE –

Indemnification- Nothing in the agreement shall be construed as indemnification of Saenger by the
University.

Lessee agrees to pay to Saenger Theater the amount of $250 to cover a TULIP insurance policy selected
by Saenger to cover, to its satisfaction the events described in this contract.

The Lessee shall retain control over its employees, agents, servants and subcontractors, and its activities
on and about the subject premises and the manner in which such activities shall be undertaken and to
that end, the Lessee shall not be deemed to be an agent of Saenger Theatre, SMG, or the City of
Pensacola. Precaution shall be exercised at all times by the Lessee for the protection of all persons,
including employees, and property. To the extent practicable, the Lessee shall make reasonable effort to
detect hazards and shall take prompt action where loss control/safety measures should reasonably be
expected.

Sovereign Entity. Nothing in the Agreement shall be construed as an indemnification of Saenger by the
University. University assumes any and all risk of personal injury and property damage attributable to the
negligent acts or omissions of University and the officers, employees, servants, and agents thereof while
acting within the scope of their employment by the University. Saenger and University agree that nothing
contained herein shall be construed or interpreted as (a) the consent of the State of Florida or its agents
and agencies to be sued except as provided in Section 768.28, Florida Statutes; or (b) a waiver of
sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida
Statutes.
4. **ADVERTISING** - Lessee shall not advertise any performance or the appearance of any performer prior to the Saenger receiving a signed contract and deposit. Lessee agrees to sell all tickets at the prices advertised. The Manager of the Saenger must approve any deviations. Advertised ticket prices must include the facility fee in the ticket price and must contain the phrase “plus service charge”. Contact the management office for latest details. Lessee must provide Saenger with copies of any mailers used in promoting the event.

5. **NOVELTY SALES** - It is policy of the Saenger to permit, through agreement between Lessee and Theatre Manager, the sale of souvenir programs, records, books, or any related materials commonly sold or dispensed in venues, however, these sales will take place only in the lobby and at designated places within the lobby. If such items are sold, the house commission will be 30% of the net sales payable at the end of the event. If the Lessee makes prior arrangements with the Theatre management, The Saenger may elect to allow the Lessee to sell. If so, the house commission will be 25% of net sales (15% net sales for Non-profit FL 501-c3 with certificate). The Management reserves the right to prohibit the sale of any items, which it deems to be inappropriate for sale. Saenger will collect and remit on behalf of the State of Florida any applicable State tax for items sold in the venue.

6. **DONATIONS** - No donations or collections, whether for charity or otherwise shall be made, attended, or announced on the premises without prior written approval from the Manager of the Saenger.

7. **SEATING CAPACITY** - Persons will not be permitted inside the Saenger Theatre in excess of the established seating capacity of 1802.

8. **OPEN HOURS** - It is the policy of the Saenger Theatre to open Lobby Doors one hour prior to the event.

9. **COPYRIGHT LICENSE** - The securing and payment of copyright license fees is the responsibility of the Lessee where applicable. Where applicable, Lessee will deliver proof of the copyright license to the Saenger ten (10) days prior to the event. Failure to provide such proof may result in the cancellation of this contract. In addition Lessee agrees to hold harmless Saenger Theatre, 3MG, and the City of Pensacola against all claims, demands, costs, and expenses that the Saenger may sustain or incur by reason of any infringement or violation of any copyright or proprietary right by University.

10. **RECEIPTS** - Immediately after the closing of the Box Office for each daily event, there shall be determined and deducted from the receipts received from the sale of tickets all amounts due Saenger. Lessee does hereby assign, transfer and set over from any such receipts sufficient funds to pay Saenger such money as is due to it pursuant to the terms of the agreement. Lessee authorizes the Box Office Manager to deliver any sums determined to be due Saenger to the Manager. Should a subsequent audit reveal that the Lessee owes an additional sum to the Saenger, Lessee shall upon demand pay such additional sum to Saenger, or should said audit reveal that the Lessee has paid Saenger in excess of the amount actually due, Saenger shall refund the excess to the Lessee. Lessee shall be notified immediately following the termination of the agreement of any sums due Saenger, and the amount shall be paid within ten days of the termination of the agreement. Any amount due Lessee shall be paid by Saenger within ten days of the termination of this agreement.

11. **COMPLIANCE WITH LAWS AND REGULATIONS** - Lessee agrees that it will comply with all laws, ordinances and regulations of the United States, the State of Florida, the County of Escambia, and the City of Pensacola and all rules and requirements of the police and fire departments, or other municipal authorities of the City of Pensacola, and with all regulations adopted by the Saenger for the government and management of the Saenger and will obtain and pay for all necessary permits and licenses and will not do, nor suffer to be done, anything on said premises during the term of the agreement in violation of any such laws, ordinances, rules, regulations or requirements, and if the attention of said Lessee is called to any such violation on the part of the said Lessee or any person employed by or admitted to the said premises by said Lessee, said Lessee will immediately desist and correct such violation.
12. RISK OF LOSS - Saenger assumes no responsibility whatsoever for any property placed on the premises except loss due to Saenger’s negligence, and is hereby expressly released and discharged from any and all liabilities for any loss, injury, or damages to person or property that may be sustained by reason of the occupancy of said premises under this agreement; and all watchmen or other protective service desired by Lessee must be arranged for by special agreement with the Manager of the Saenger Theatre.

13. LEGAL REourse - In the event Lessee violates any of the terms or conditions of this agreement, Saenger shall have, in addition to any legal recourse, the right, at Saenger’s option, to terminate this agreement forthwith, and to enter and obtain possession of the entire facility rented, to remove and exclude any and all persons therefrom, upon reasonable notice to Kyle Marrero based on the circumstances or resort to legal process.

To the extent permitted by law, Lessee shall be solely liable for any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys’ fees) (collectively, the “Losses”) occurring at the Saenger (whether within or without an Authorized Area) caused to SMG directly. Owner and/or persons and/or property in, on, or near the Saenger before, during, or after an Event, by (i) Lessee’s failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the “Laws”) applicable to Lessee’s performance of this Agreement and/or activities at the Saenger, (ii) any unlawful acts on the part of Lessee or its officers, directors, agents, employees, subcontractors, or licensees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Lessee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iv) the material breach or default by Lessee or its officers, directors, agents, or employees of any provisions of this Agreement, and (v) any and all rigging from or to the physical structure of the Saenger or any fixture thereto, set-up, alterations, and/or improvements to the Saenger necessitated by and/or performed with respect to the Event.

14. SUBLETTING AND ASSIGNMENT - Lessee shall not assign this agreement, or any part hereof, or suffer any use of said premises other than herein specified without the written consent of the Manager of the Saenger.

15. POLICE PROTECTION - Saenger will provide police protection during Lessee’s use of the premises. The protection will be for the exclusive use of the building and used at the discretion of the Manager on duty. The determination of the amount and extent of required protection shall be made by the Manager of the Saenger and such decision shall be final. All costs and expenses of providing police protection shall be borne by and paid by the Lessee. Provision of police protection in accordance with this paragraph shall not relieve Lessee of any liabilities imposed under any other provisions of this agreement and Lessee shall have the right to provide additional police protection beyond that determined by the Manager of the Saenger to be necessary in order to carry out Lessee’s responsibilities and duties under this agreement and to protect Lessee against loss or liability.

16. CONCESSION (Food/Drink) - Lessee shall not place in the Theatre any bar, stand, tables, or booths for service of drinks, ice cream, or other refreshments. All concession rights are reserved by and for the sole benefit and use of the Saenger Theatre and the Lessee shall have no concession rights nor may assign space in the premises to any person, firm, or corporation for the concessions; and the Theatre Manager shall have the right to exclude from the Theatre any and all persons attempting to exercise any right or privilege under such attempted assignment by the Lessee.

17. RIGHT OF ENTRY - Lessee will have the right of entry at the time specified in the contract, not before. If additional time blocks are needed, they may or may not be granted depending on the availability. All scenery, equipment and other property belonging to the Lessee or his agents must be removed from the premises prior to the termination of the contracted period of time period unless prior written approval from the Manager is obtained. The premises, including the keys thereto, shall at all times be under the control of the Manager of the Saenger Theatre and/or duly authorized representative, the
members of the police and fire department of the City of Pensacola, shall have the right to enter said premises at any time during the use thereof. Saenger reserves at all times the unrestricted right of entry and egress to any portion of said facilities for its offices, employees, agents, and contractors as may be necessary to attend to Saenger business or protect Saenger interest. Entrances and exits shall be locked and unlocked at such times as may be required by Lessee. Lessee, however, shall at its own expense, place any necessary watchmen at exits or entrances when the same are unlocked (see paragraph on RISK OF LOSS). At no time shall Lessee place its own or any additional locks on any portions of the premises.

18. DAMAGE TO BUILDING - The Lessee shall be responsible for payment of any and all damages to the building, furnishings, fixtures, or equipment caused by the Lessee or their patrons. Normal wear and tear is excluded.

19. CARE AND USE OF THEATRE - Lessee shall not drive any nails, screws, tacks, pins, or other objects into the floors, walls, ceilings, partitions, doors, window or door casings, or woodwork of the Theatre, and will not in any manner change or move any fixture of the Theatre except as may be authorized by the Manager of the Theatre.

All scenery must be constructed and painted and ready for set up prior to production. Touch up would be subject to the approval of the Stage Manager.

All marking or spiking of the stage floor shall be with removable tape or chalk. No pens, markers, paint or any other substance may be used.

Following the last performance, Lessee shall remove all tape or an additional cleaning fee shall be charged.

No items may be attached to the dressing room walls, mirrors, or doors. This includes tape, staples, pins, tacks, etc. The only exception will be the bulletin boards provided by the Theatre.

Clothing racks are provided in each dressing room. No items are to be hung from the pipes.

20. SMOKING - Smoking is not permitted in the Theatre by State of Florida regulation 85-257.

21. FIRE PROOFING - All drapes, hangings, curtains, drops, and other similar decorative materials used by the Lessee, that would tend to increase the fire or panic hazard, shall be made from non-flammable material or treated and maintained in flame retardant condition. This includes seasonal decorations.

22. PORTABLE SET - For dramatic productions using the stage over several days, scenery must be constructed in a portable fashion so that it may be removed behind the cyclorama, or flown in the fly. If the house schedule allows, the Manager may waive this provision.

23. MACHINERY, COMBUSTIBLES, AND EXPLOSIVES - Lessee shall not, without written consent of the Manager of the Saenger Theatre put up or operate any engine, motor, or machinery on said premises, or use oils, burning fluids, paint or any substance which in the opinion of the Manager of the Saenger Theatre is highly combustible; and shall not set off, or bring on to, said premises any fireworks or explosives, and shall not use any agent other than electricity for illuminating said premises.

24. RECORDING - Lessee agrees that no recording, either visual or audio of any kind, will be made of an event covered by this contract without prior written approval of the Manager of the Saenger Theatre. In addition, there will be no live radio or television production from the Theatre without prior permission from the Manager. The Manager however may record any event only for Theatre records.

25. EMPLOYEES - Working with the Lessee and in consultation with Lessee, Saenger will furnish all necessary work and labor required by the Lessee, including but not limited to stagehands, projectionists,
spotlight operators, ticket sellers, ticket takers, and ushers. Lessee agrees to pay or cause to be paid the prevailing wage to all crafts employed by or for the benefit of Saenger employees, insured by and responsible to the Management of the Theatre, will operate Saenger equipment, follow spots and fly system. The Saenger will supply, at Lessee's request, labor to move, set-up, or operate Lessee's equipment.

26. UNION - Stage crew can be supplied from I.A.T.S.E. Local #60 if requested by the Lessee.

27. TECHNICAL REQUIREMENTS - All equipment brought in by the Lessee will be inspected by the Manager or Technical Director for possible safety violations and will have the final approval and authority for the use of such equipment in the Saenger Theatre. Such approval shall not relieve Lessee of any liability imposed under any provisions of this contract. Technical information from the Producer to the Technical Director should be first hand.

28. CHANGES IN RATES - Rental, box office and labor rates are subject to change. The Management office will make every attempt to notify Lessee of changes, but no guarantee of notification can be made.
Lessee agrees to pay the labor and box office rates in effect at the time of occupancy. Lessee should contact the Management office thirty (30) days prior to the contracted date to confirm the rates in effect.

29. CONCESSION IN HOUSE - If Lessee elects not to permit concessions in the house there will be an appropriate fee levied by Saenger for this privilege.

30. AMERICANS WITH DISABILITIES ACT. With respect to any Event at the Saenger, Lessee recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended, and all similar applicable state and local laws (collectively, the "ADA") that arise from Lessee's reconfiguration of the seating areas or modification of other portions of the Saenger in order to accommodate Lessee's usage. Lessee shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices, and procedures it applies in connection with an Event are in compliance with the ADA.

BOX OFFICE REGULATIONS

1. TICKETED EVENTS - Tickets for all events with a value of $10.00 or more shall be sold through the Box Office and its duly authorized agents unless authorized in advance by the Manager. The Lessee shall agree to provide 5 pair of tickets per performance to the Saenger Theatre to be used at the sole discretion of Management of the Saenger Theatre. These tickets shall be Complimentary Tickets with no face value and positioned in various sections of the Theatre.

2. CONTRACTS - Sale of tickets shall not begin until Lessee has supplied the Box Office with a copy of the contracts of the groups represented by the Lessee

3. NIGHT OF PERFORMANCE - If tickets are sold on the night of the performance, the Box Office will open two (2) hours prior to performance time.
Box Office personnel operating the Saenger Box Office will be scheduled at the discretion of the Manager. Only personnel trained and hired by the Management of the Saenger Theatre are allowed in the Box Office. Shows offering tickets outside of the Ticketmaster system must distribute said tickets in the Saenger Theatre lobby.

4. SPECIAL BOX OFFICE OPENINGS - If Lessee requests the Box Office to be open for special selling periods beyond the normal operation hours, the cost will be as per the rate schedule.

5. ADVANCE FUNDS - No advance funds from Box Office receipts may be paid to the Lessee prior to the event day. Advance Funds on Day of Show can only be granted with prior approval of Theatre Management. The Advance funds are only available if the Box Office receipts plus deposits total more than
a. Unpaid checks - Ten (10) days required for clearance
b. Estimated and unpaid rental charges.

6. FUND LIABILITY - While every attempt shall be made by the Box Office staff to ascertain the validity of charge cards, and proper identification shall be required for all checks, Lessee/Promoter shall assume all liability for returned checks and credit card charges returned.

7. CANCELLED ATTRACTION - in the event that an attraction is cancelled, the following ticket refund policies shall take place:
   a. Refunds shall not take place until the Management has had a chance to reconcile the number of tickets sold, distributed, verify outstanding checks, etc. (This will usually take two to three working days.)
   b. Refunds will commence on a normal business day, as advertised by the Lessee, through the news media.
   c. There shall be a box office settlement for charges incurred in the set up, printing, and refunding of tickets. Any event deposits will be put towards the charges and the Lessee will be invoiced and shall pay for the remainder of the charges.

Please remit this lease agreement and any deposits due to:

Saenger Theatre, P.O. Box 13666, Pensacola, FL 32502
ATTACHMENT C
TO
SAENGER THEATRE
EVENT LEASE AGREEMENT
(Special Provision Supplement)
ATTACHMENT C

SPECIAL PROVISIONS SUPPLEMENT
To Event Lease Agreement

Between the University of West Florida Board of Trustees ("Lessee" or "University") and
Saenger Theatre ("Saenger").

This Special Provisions Supplement modifies and adds to the Event Lease Agreement, and the
parties agree as follows:

1. Governing Law. This Agreement is governed by the laws of the state of Florida and any
provisions herein, in conflict therewith, shall be void and of no effect. Venue for all actions or
proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state
or federal (if permitted by law and a party elects to file an action in federal court) courts located in
Escambia County, Florida. This choice of venue is intended by the parties to be mandatory. Each party
waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to
object to venue with respect to any proceeding brought in accordance with this Section.

2. University Prompt Payment Policy. All payments made by the University are subject to
University Policy and Rules as approved by the University’s Board of Trustees. It is the policy of
the University that documentation authorizing payment of an invoice shall be approved for
payment not later than 5 days after receipt of the invoice and receipt, inspection, and approval of
the goods or services, except that in the case of a bona fide dispute the invoice shall contain a
statement of the dispute and authorize payment for only the undisputed amount. All payments
shall be disbursed within 40 days after approval for payment. For the purposes of determining
the receipt of invoice date, the department is deemed to receive an invoice on the date on which a
proper invoice is first received at the location previously specified to the Saenger by the
University. The University is deemed to have received an invoice on the date of the invoice, if
the department has failed to annotate the invoice with the date of receipt at the time the
department actually received the invoice, or the department failed, at the time the order was
placed or the contract was entered into with Saenger, to designate a specific location to which the
invoice was to be delivered. Payments not made on a timely basis are subject to an interest
penalty payment at a rate established under Florida Statutes Section 55.03(1). The interest
penalty will only be applied on the unpaid balance from the expiration of such 40-day period
until such time as the payment is issued to the Saenger. Invoices shall be submitted in detail
sufficient for a proper pre-audit and post-audit thereof. Invoices which have to be returned to the Saenger
because of Saenger preparation errors will result in a delay of the payment. The invoice payment
requirements do not start until a properly completed invoice is provided to the University.

3. Vendor Rights. A Vendor Ombudsman has been established within the University. The
duties of this individual include acting as an advocate for Vendor who may be experiencing
problems in obtaining timely payment from a state agency. The Vendor Ombudsman may be
contacted at (850) 474-3044.

4. Taxes. The State of Florida and University are tax immune sovereigns and exempt from the
payment of all sales, use or excise taxes. The Saenger shall pay all personal property taxes on leased
equipment and all taxes based upon net income.

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