



Touring Show Performance(s) NUMBER A06062024

#### A: OVERVIEW

The Licensor and Licensee (as defined below) are entering into this license agreement to provide a full-service venue and related services that will give the Licensee's Artist(s) the opportunity to provide their best performance and the audience the greatest opportunity to have an enjoyable and memorable experience. Each party's rights and obligations with respect to the touring show performance are set forth below.

#### **B:** PARTIES IN AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") by and between

**Licensor**: The Pennsylvania State University, a state-related institution and

instrumentality of the Commonwealth of Pennsylvania subject to the

Pennsylvania nonprofit corporation laws (the "Licensor" or the

"University"), having an address at:

[208 Old Main,

University Park, Pennsylvania 16802]; and

**Licensee**: Reach Cyber Charter School, (the "Licensee") having an address at:

750 East Park Drive #204 Harrisburg, PA 17111

is entered into by the parties for the purpose of presenting a staged event (hereinafter, the "Event") featuring the performance of

**Artist(s)**: Reach Cyber Charter School Graduation and Staff Professional Development (the "Artist")

In the Licensor's Bryce Jordan Center Arena (the "Licensed Space" or the "BJC") on:



Day(s): Thursday & Friday

Date (s): June 6 -7, 2024

**Move-in Time:** 8:00 AM June 6, 2024

**Performance Time:** 6:00 PM June 6, 2024 and 7:00 AM June 7, 2024

Vacate Premises by: 11:59 PM June 7, 2024

### C: LICENSOR'S RESPONSIBILITIES

## Licensor hereby agrees:

To present the premises and equipment to Licensee in good working order and in compliance with all applicable federal, state and local laws, codes and regulations, including those relating to health and safety.

To obtain all building-related permits and authorizations, and any other permits and authorizations required for the day-to-day operation of the BJC, that are required to conduct the Event.

To provide the local services, equipment and personnel as set forth in <u>Article H</u> for the fee stated in <u>Article I</u> and additional chargeback to the Licensee of the actual and documented costs for any additional services provided in accordance with this Agreement.

To furnish, at Licensor's expense and discretion, HVAC services as required by the season, light for ordinary use only and restroom facilities. In the case of accidents, equipment failure or other unavoidable delays, Licensor shall be obligated to use commercially reasonable efforts to restore such services as soon as reasonably possible.

#### D: LICENSEE'S RESPONSIBILITIES

### Licensee hereby agrees:

To provide all necessary information (and any updates or modifications to such information) to the Licensor in a timely and efficient manner, in order for the Licensor to be able to plan and perform the services the Licensee is requesting.

To return the premises and equipment to the Licensor in the same condition it was received, ordinary wear and tear excepted, by the designated vacating time.

To pay Licensor the stated license fee as set forth in <u>Article I</u> and all actual and documented costs for additional services, accommodations, materials or personnel furnished specifically for this event and to permit Licensor, in case of Licensee's failure to pay such sum, to withhold from the box office receipts, if applicable, a sufficient sum up to the amount due to Licensor to secure said Licensor against loss. Licensee is responsible for providing and paying for all services in order to provide reasonable accommodations by law for patrons with special needs other than



structural or premises-related requirements, or equipment otherwise maintained in the ordinary course of operation of the BJC, which are the responsibility of the Licensor.

To use the facilities and equipment only for the purpose stated in this agreement.

To obtain any licenses, permits or other governmental authorizations required by applicable federal, state or local law, and any authorizations and licenses required by Licensor, in each case, that are required for the performance, except for any building-related permits and authorizations, and any other permits and authorizations required for the day-to-day operation of the BJC, which are the responsibility of the Licensor. Examples of required licenses include, but are not limited to, Performing Rights Organizations Licensing, PSU License to Film or Record, and Pyrotechnic Operators Licensing.

To the best of Licensee's knowledge, Licensee represents and warrants that the Event contemplated hereunder does not have a history of indecent or obscene actions on stage and has not caused patron safety problems in other venues. If at any time Licensee reasonably determines that the use of the premises by Licensee is for indecent or obscene purposes or is a safety risk or threat, Licensor shall consult with Licensee, if feasible, and if such situation cannot be promptly resolved to the reasonable satisfaction of Licensor, then Licensee agrees that Licensor shall have the right to terminate this Agreement and cancel the scheduled event. Licensee hereby waives any right and all claims for damages against Licensor, its officers, trustees, employees and agents as a result of Licensor exercising its rights to terminate this Agreement and cancel the Event as provided in the prior sentence.

To comply with all applicable federal, state and local laws, including, without limitation, the laws of the Commonwealth of Pennsylvania, all ordinances of the Township of College and the rules, regulations and policies of The Pennsylvania State University, the Bryce Jordan Center, Police and Fire Departments, and all other municipal authorities. If violations are brought to the attention of Licensee, Licensee will promptly desist from and correct such violations.

To not deface or damage or permit the defacement or damage of the Licensed Space by its employees, contractors or agents.

To be responsible for any damage to the premises, its equipment and furnishings, caused by Licensee, its employees, agents or contractors, while the premises are occupied by the Licensee. Notwithstanding anything contained herein to the contrary, Licensor agrees to provide Licensee with notice of, and an opportunity to inspect, such damage as soon as reasonably possible during or promptly following load-out, but in no event later than (a) 48 hours following the Event or (b) the beginning of load in of the next event at the premises, whichever is earlier. In no event shall Licensee be responsible for any pre-existing conditions or damage caused by Licensor or its employees, agents or contractors.

To ensure all decorative materials are made of inflammable materials and to not attach any such materials to any part of the building without prior written consent of the General Manager of the BJC (the "General Manager").



To not post, or allow to be posted, any signage, hand-outs, or advertising anywhere on the BJC property, inside or outside, without first receiving the written permission from the General Manager or the General Manager's designee. Licensor agrees to use reasonable efforts to allow implementation and activation of Artist tour sponsorship requests (if any), which may include without limitation, sampling (generally not to compete with food sales), meet and greets, temporary signs, banners, interactive display, or other displays. If signs are permitted by the Licensor, Licensee will remove all signage prior to vacating premises.

#### E: INSURANCE

Licensee shall carry and maintain, at its own expense, the following insurance, in amounts not less than that specified for each type. Such insurance shall be primary and non-contributory to the Licensor's insurance to the extent of the liability assumed under this agreement by Licensee: (1) Workers' Compensation insurance for statutory obligations imposed by workers' compensation and occupational disease laws; Employers' Liability insurance with limits not less than \$500,000 for each subcategory of coverage; (2) Commercial General Liability insurance for bodily injury and property damage written on an occurrence basis with limits not less than \$5,000,000 and "The Pennsylvania State University" must be named as an additional insured as respects the liabilities assumed herein by Licensee and (3) Automobile Liability insurance (Bodily Injury and Property Damage Liability) for all owned, leased, hired, non-owned vehicles with limits not less than \$1,000,000 Combined Single Limit. A certificate of insurance in satisfactory form evidencing the required coverages, including the additional insured status, must be provided prior to the use of the Licensed Space. Acord forms are deemed approved. The Licensee must provide ten days written notice prior to any material change, cancellation or nonrenewal of the insurance coverage maintained or in the alternative, provide a certificate(s) evidencing replacement coverage meeting the requirements set forth herein. Licensee shall require that subcontractors carry and maintain insurance of the types set forth above (if required by law).

# F: INDEMNIFICATION

Licensee shall indemnify, defend and hold harmless Licensor, its officers, trustees, employees, contractors and agents (collectively, the "Licensor Parties") from any and all claims or liabilities for any loss, injury or damage to person or property, including death (collectively, "Claims"), that may be sustained by any of the Licensor Parties as a result of, directly or indirectly (i) the use or occupancy of the Licensed Space by Licensee, including any act or omission by Licensee's agents, employees, contractors, patrons, invitees or any person admitted to the Licensed Space by Licensee, or any activity in connection with that occupancy, including the sale or distribution of Licensee's goods or services, and (ii) the breach by Licensee, or by its officers, employees, agents or contractors, of any agreement, covenant, representation or warranty of Licensee set forth in this Agreement. Licensee agrees to defend the Licensor against any such Claims and to reimburse Licensor for all expenses, including reasonable attorney fees and costs of settlement, incurred in connection therewith. The foregoing indemnity, defense and hold harmless shall not extend to any Claims primarily arising out of the (a) gross negligence or willful misconduct of any of the Licensor Parties or (b) a structural or premises related defect of the BJC.



Licensee shall also indemnify, defend and hold harmless each of the Licensor Parties from any and all Claims arising out of any violation or infringement or alleged violation or infringement of the intellectual property rights of any third party, including, without limitation, any claims of copyright infringement, including, without limitation, in connection with the public performance of music in connection with the Event, and to reimburse Licensor for all expenses, including reasonable attorney fees and costs of settlement, incurred in connection therewith.

### G: ADDITIONAL CONDITIONS AND COVENANTS OF AGREEMENT

# Licensee acknowledges and agrees to the following:

Except as otherwise provided in this Agreement, Licensor retains all rights to the sale and disbursement of food and beverage within the BJC, and the surrounding areas of the BJC, prior to, during and after the scheduled event, and Licensor shall be the sole vendor of food and beverages for the Event. Licensee agrees that Licensee, and any employee, contractor, licensee or agent of Licensee, shall not offer or sell any food or beverages within BJC, and the surrounding areas of the BJC, prior to, during and after the scheduled event, without the prior written consent of the Licensor, which may be granted or withheld in the Licensor's sole and complete discretion.

All rights to ticket sales are the property of the BJC and all sales for the performance under this agreement must be controlled through the BJC ticket office operation. Licensee shall not engage in any ticket sales without the prior written consent of the Licensor. Licensor is acting for the accommodation and sole benefit of the Licensee with respect to all ticket sales, and Licensor shall only be responsible for any damages suffered by Licensee as a result of Licensee's gross negligence, willful misconduct or bad faith, or that of its employees, agents or contractors, in handling, control, custody and keeping of receipts and funds.

On each ticket there is a local College Township Impact Fee/ PSU deferred maintenance fee (\$.50 per \$10 increment) and a BJC facility fee (\$3.50), calculated as follows:

Tickets between \$10 and \$19.99, add \$1.00 Impact fee and \$3.50 facility fee Tickets between \$20 and \$29.99, add \$1.50 Impact fee and \$3.50 facility fee Tickets between \$30 and \$39.99, add \$2.00 impact fee and \$3.50 facility fee Continue to add \$.50 for each additional \$10 increment.

Licensor has an agreement to sell tickets through Ticketmaster and additional service charges will be added for this service to the purchaser at the time of purchase.

No collections or donations, whether for charity or otherwise, shall be made, attempted or announced at the Event without prior written approval of Licensor, which may be approved or denied in the Licensor's sole and complete discretion.

Licensee shall not sell or admit to the Licensed Space a larger number of persons than the capacity of the Licensed Space. The General Manager will determine the capacity for each ticket sale event.



The ticket sale revenue may not be used prior to the Event to pay show expenses as it is understood that the ticket sale revenue belongs to the ticket purchaser until the Artist(s) have fulfilled their obligation to them by performing the Event.

The Licensed Space contains 15 suites (14 seats each) and 8 club rows (12 seats each) that are reserved and held by The Pennsylvania State University to be used at its discretion for the scheduled event (the "Reserved Seating"), which will not appear on the ticket manifest. Licensee agrees that if the view from any of the Reserved Seating is obstructed, Licensor has the right to re-seat the occupants of such portion of the Reserved Seating into a comparable section of the BJC that is on the ticket manifest at no charge to the Licensor.

Licensor will hold two seats for every thousand sold for seat relocates or emergencies. The location of these seats will be determined by Licensor on a show-by-show basis.

The Artist shall have the right to sell any dry good merchandise inventory to be sold at the Event, and Licensee shall have the right to sell any other merchandise to be sold at the Event. All dry goods inventory must be controlled through the BJC merchandise operation. Once beginning inventory is agreed upon, Licensor will sell, count and return unsold inventory and pay to the Artist representative the percentage stated in <u>Article I</u>.

Licensor retains all ownership rights and privileges on all BJC property and, as such, has the right to access all areas at any time in a reasonable and courteous manner for business purposes only; provided that Licensor and its agents shall not unnecessarily disturb the privacy of the Artists in areas and circumstances where the Artists have a reasonable expectation of privacy (including, without limitation, during sound check and in dressing rooms and private hospitality areas).

Licensor reserves the right using reasonable, non-discriminatory discretion, to responsibly eject any person or persons from the Licensed Space with reasonable cause. Except in an emergency or safety situation, Licensor shall provide Licensee with a reasonable opportunity to remedy any problems with Licensee's employees, agents or contractors prior to removal by Licensor. If Licensor exercises this authority, the Licensee waives any right and all claims for damages against Licensor, and its employees, contractors and agents, except in the case of any claims or damages suffered by Licensee which arise from the gross negligence or willful misconduct of the Licensor or its employees, contractors or agents.

Upon vacating the building at the specified time of this agreement, Licensor shall have sole right to collect, have custody of and dispose of all articles left on BJC property. Any articles left backstage and turned into the BJC that appear to be of value to the touring Artists or crew will be held for 30 days and BJC will use reasonable efforts to contact Licensee and/or a show representative.

Licensee, and Licensee's employees, contractors, subcontractors or agents, may not possess or allow animals (with the exception of service animals) on the BJC property, operate any engine, motor or machine, or use any form of a flammable fluid or gas without the prior written consent of the General Manager.



Licensee assumes all responsibility and costs arising from the use of copyrighted music used or incorporated in the live performance of said event.

Subject to the Artist approval, the Licensor will receive thirty (30) house event level tickets to each show to be used at Licensor's discretion.

Licensee must provide written notice to Licensor at least ten (10) days in advance if Artist intends to broadcast or film any portion of the Event or the Penn State campus. If the Artist intends to broadcast or film any portion of this event or the Penn State campus with the intent of it being seen by the public, then the Artist or its production company must agree and sign the Penn State License to Film or Record on University Premises Agreement. This agreement can be secured by contacting the Penn State Film Office at filmoffice@psu.edu. Any reproduction or re-broadcast without the express written consent of The Pennsylvania State University is prohibited. Licensor agrees that it shall have no right to conduct any audio and/or video recordings of the Event without the express, prior written consent of Licensee and/or Artists.

All shipments made to the BJC in connection with this Agreement will only be received within the time period set forth on page 1 of this Agreement.

In the event of an emergency or audience hazard, Licensor shall have the exclusive right to energize the house lights or take any other action which Licensor in its reasonable discretion deems necessary to provide for audience or facility safety. Licensor shall use reasonable efforts to consult with Licensee and applicable public authorities prior to such interruption, if feasible.

There shall be no controlled substances permitted in any area of the Bryce Jordan Center. Smoking is prohibited in all areas of the facility and alcoholic beverages are prohibited in the public areas of the Bryce Jordan Center. All controlled substances shall be governed by all applicable federal, state and local laws, including the laws and regulations of the Commonwealth of Pennsylvania, and shall be also be subject to all rules, regulations and policies of The Pennsylvania State University. Licensee will use reasonable efforts to alert the people with the Event of this policy and help advise persons in the backstage area of such policy if violations are seen.

This Agreement may be terminated by Licensor, at its option, upon the happening of any of the following events: (a) failure of Licensee to timely pay to Licensor the License Fee or any other payment as required in this Agreement, (b) material breach, default, or noncompliance by Licensee with any other covenants or agreements contained in this Agreement; or (c) the making by Licensee of a general assignment for the benefit of creditors; or a petition or application by either party to any tribunal for the appointment of a trustee, custodian, receiver or liquidator of all or substantially all of Licensee's business, estate or assets; or the commencement by Licensee of any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment or debt, dissolution or liquidation law of any jurisdiction, whether now or later in effect. Except with respect to a default under clause (a) above, the Licensor shall have a period of seven (7) days after receipt of written notice from the Licensor to cure the matter giving rise to the default, and if the nature of the default is such that it is not reasonably susceptible to cure within a seven-



day period, the Licensee shall have up to fourteen (14) days after receipt of written notice to cure such default, provided Licensee promptly commences and diligently pursues the curing of such default. Upon termination of this Agreement, the license granted by this Agreement shall terminate, Licensor may re-enter and repossess the Licensed Space and remove all persons and/or property therefrom, and Licensor shall be entitled to any and all remedies available at law or in equity, including specific performance and injunctive relief.

This Agreement is not assignable or transferrable by the Licensee without the express written consent of Licensor, which may be granted or withheld in Licensor's sole and complete discretion. Any assignment to transfer without such consent shall be null and void.

IN NO EVENT WILL LICENSOR BE LIABLE TO LICENSEE OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING, DIRECTLY OR INDIRECTLY, OUT OF ITS PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, WHETHER CLAIMED UNDER THIS AGREEMENT, IN TORT OR ON ANY OTHER LEGAL THEORY.

Pyrotechnics will be allowed as part of the Event providing the plan is deemed safe in advance by the Penn State Fire Marshal, and the Artist's pyrotechnic technician is licensed and passes a test conducted by the Penn State Fire Marshal on the day of the Event. Air powered confetti cannons are allowed but are subject to an additional clean-up fee for the high arena steel and the seating areas.

# Licensor acknowledges and agrees to the following:

The Licensee has engaged in this agreement as a business profit venture. The Licensor will cooperate with the Licensee in selling tickets and identify ways for Licensee to reduce expenses without compromising the safety of those in attendance, the comfort and experience of the patrons and Artists, and the integrity of the University.

If an Artist has its own 'tour caterer' for its entire tour leg, the Licensor will allow the tour caterer to prepare and dispense food and beverage to the tour's traveling group and crew, the promoter's staff and the local stagehands in the backstage areas (including dressing rooms and hospitality areas) only. If the tour caterer needs access to the BJC kitchen facilities and they are available, they must hire BJC kitchen supervisors and assure the facility and its equipment is returned in its original functionality and cleanliness. The Licensor will not waive its rights for a caterer who is not part of the Artist's entire tour leg, provided, however, that a tour caterer has not been included at performances such as radio shows, festivals, etc. where tour caterers are not permitted shall not constitute cause to exclude such tour caterer.

Licensor will not engage in any merchandise sales except to sell earplugs at cost if they are not being sold by the Artists.



### The parties agree as follows:

No party to this Agreement shall be liable for any failure to perform its obligations under this Agreement where such failure is due to circumstances or events not reasonably in the control of that party, including but not limited to: acts of nature (including flood, fire, storm, tornado, earthquake, hurricane, and other natural disasters); war and/or terrorism; riot and/or civil disorder; epidemic and/or pandemic; quarantine; labor strike or other industrial dispute (except those involving employees or agents of the party seeking protection of this clause); or any law, regulation, order, or other action by any public or regulatory authority which renders performance illegal, commercially impracticable, or impossible (hereinafter, a "Force Majeure Event"). The party asserting inability to perform as a result of a Force Majeure Event will not be in breach of this Agreement if: (1) it uses reasonable efforts to perform its obligations and (2) its inability to perform is not due to its failure to (a) take reasonable measures to protect itself against the events or circumstances giving rise to the Force Majeure defense or (b) develop and maintain a reasonable contingency plan to respond to the events or circumstances giving rise to the Force Majeure Event. Any party asserting that a Force Majeure Event has occurred shall promptly notify the other party in writing of the occurrence of the Force Majeure Event stating, to the extent possible, the period of time the occurrence is expected to continue, and further, to the extent possible, consult with the other party in an effort to resolve the underlying situation or otherwise reach a mutual resolution. Where no such mutual resolution is reached, the party asserting that a Force Majeure Event has occurred shall have the burden of proving that reasonable steps were taken under the circumstances to minimize delay or damages caused by foreseeable events, that all obligations not excused by Force Majeure were substantially fulfilled, and that all other parties were timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated. The performance of a party shall be excused pursuant to this section only to the extent limited, delayed, or prevented by the Force Majeure Event. Notwithstanding the above, in the event that the performance of the Event in the BJC is made illegal, impossible or commercially impracticable by (i) any law, rule, regulation, or order of any federal, state or local governmental authority or (ii) any rule, policy, order, directive or regulation of the University, in the case of either (i) or (ii), that is enacted, promulgated or issued as the result of or in response to any epidemic, pandemic or other outbreak of a disease, including, without limitation, COVID-19, then, upon written notice to the other party, either party may elect to terminate this Agreement and the Event prior to the performance of the Event without liability to other party or any third party for any claims, damages or other compensation. In the event of such termination, Licensee shall be refunded any deposits paid pursuant to this Agreement, and neither Licensor nor Licensee shall have any further rights, liabilities or obligations accruing under this Agreement after the date of termination, except for such rights and liabilities which, by the terms of this Agreement, are to survive the expiration or earlier termination of this Agreement.

All notices and communications required or permitted under this Agreement shall be in writing and sent to the address of the party set forth below, and any communication or delivery hereunder shall be deemed to have been duly delivered upon the earliest of: (a) actual receipt by the party to be notified; (b) if sent by U.S. certified mail, postage prepaid, return receipt requested, then the date shown as received on the return notice; (c) if by email, the date of the affirmative reply by email by the intended recipient that such email was received (which



affirmative reply shall be sent by such recipient promptly following such recipient having actual knowledge that such e-mail has been received; and provided that, for the avoidance of doubt, an automated response from the electronic mail account or server of the intended recipient shall not constitute an affirmative reply); or (d) if by overnight delivery, the date shown on the notice of delivery. The addresses and email address for each of the parties for such notices and communications shall be as follows:

Licensor: The Pennsylvania State University

Attn: Phil Stout

127 Bryce Jordan Center University Park, PA 16802 Email:prs144@psu.edu

Licensee: Reach Cyber Charter School

Attn: April Kretchman 750 East Park Drive #204 Harrisburg, PA 17111

Email: akretchman@reachcyber.org

All terms and conditions of this Agreement shall be binding upon the parties, their heirs, successors and permitted assigns. This Agreement may not be amended orally or by any course of conduct pursued by either party but may only be amended by a writing signed by each party.

No failure by either party to insist upon strict performance of any provision herein shall be deemed a waiver by such party of its rights or remedies, or a waiver by it of any subsequent default of the other party, and no waiver by any party of any right or remedy under this Agreement shall be effective unless made in writing, and each such written waiver shall be limited to the specific instance referred to in such writing.

Except as otherwise specifically provided in this Agreement, all fees, costs and expense incurred by the parties in negotiating, preparing or performing this Agreement shall be paid by the party incurring the same, including, without limitation, legal and accounting fees, costs and expenses.

The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

The parties hereto are independent contractors, and nothing in this Agreement shall be construed or interpreted to deem a party as the agent, employee, partner or joint venturer of the other party, or impose any liability as such on either of them.



This Agreement (including, the schedules and exhibits attached hereto) constitutes the entire agreement of the parties with regard to the subject matter hereof, and supersedes all prior agreements, discussions, representations and understandings, both written and oral, among the parties with respect to the subject matter hereof.

Nothing in this Agreement, express or implied, is intended to or shall confer upon any person, other than the parties, any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Each party agrees that, should any court or other competent authority hold any provision of this Agreement or part hereof to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such other term or provision in any other jurisdiction.

This Agreement (and any other documents referred to herein), and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement, shall be governed by and be construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law provisions, as to all matters, including, but not limited to, matters of validity, construction, effect or performance. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY CONSENT AND SUBMIT TO THE PERSONAL JURISDICTION OF THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA, OR, IF SUCH COURT DOES NOT HAVE JURISDICTION OVER SUCH MATTER, THE FEDERAL DISTRICT COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA, AND IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN ANY SUCH COURT. THE PARTIES AGREE NOT TO BRING ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY IN ANY OTHER COURT. EACH PARTY TO THIS AGREEMENT ACCEPTS FOR ITSELF, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION AND VENUE OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NONCONVENIENCE OR ANY SIMILAR DEFENSE, AND IRREVOCABLY AGREES TO BE BOUND BY ANY NON-APPEALABLE JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document. A copy (including PDF) or facsimile of a signature shall be binding upon the signatory as if it were an original signature. The parties agree that this Agreement may be executed by means of electronic signatures and that each copy to which such electronic signatures are affixed shall be deemed to be an original.

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## H: SERVICES PROVIDED BY LICENSOR

The Licensor may provide the following. Items checked below are part of this financial show package as priced in <u>Article I</u>. The items left blank will be shown as added costs on settlement if used, as well as any other show costs procured by the Licensor for the Licensee as requested by or otherwise pre-approved by Licensee. Licensor shall provide receipts or other reasonable documentation evidencing costs outside of the show package at settlement of the Event.

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_	nt required to fulfill the commitments of this event will be determined by Licensor)		
	Ticket Sellers		
	Ticket Takers		
	Ushers		
	Front of House Police (up to 6)		
	Front of House EMS (up to 4)		
	Front of House Door Guards		
	T-shirt Security		
$\boxtimes$	Arena and Rest Room Clean-up		
$\boxtimes$	Pre and Post Conversion Crew		
	Stagehands		
	Riggers		
	Runners		
ъ.			
Equip			
(1) need	ded and only to the extent that property is owned by the BJC and available on site)		
$\boxtimes$	BJC Stage		
$\boxtimes$	BJC Forklift		
$\boxtimes$	BJC Spotlights (not to exceed eight)		
$\boxtimes$	BJC Curtaining System		
$\boxtimes$	BJC Permanent Seating		
$\boxtimes$	BJC Portable Seats and Tables		
$\boxtimes$	BJC Pipe and Drape		
$\boxtimes$	BJC Barricade		
	Washer and Dryer		
	•		
Service			
$\boxtimes$	Facility Management, Utilities and Overhead (License Fee):		
	Ticket Office Services		
$\boxtimes$	Custodial Services		
	Local Stage Crew operation (does not include cost of labor)		
	Merchandise Operation (facility commission to be paid by Artist's representative)		
	Catering Operation (Cost of food and beverage is a show expense)		
	Marketing Department Consultant Service		
	Marketing Department Advertising and Promotion Placement and Implementation (does not		
include cost of media buys, if requested by Licensee)			
	Credit Card Fees (Ticket Office Only)		
	Production Office Telephone Service		



Production Office Internet Services
Local Transportation
Group Sales (not applicable)

# Areas Available to Licensee and included in this Agreement:

- Arena
- Loading Docks
- Fenced Secure Parking Area (behind facility for show vehicles)
- Star Dressing Room, Six (6) Locker Rooms, Four (4) Dressing Rooms, and One (1) Green Room
- One (1) Production Office
- Six (6) Concourse Merchandise Stands

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#### I: FINANCIAL CONSIDERATIONS

In consideration of the License granted by Licensor to Licensee pursuant to the terms of this Agreement, and for the arena and its services/personnel/equipment designed above, Licensee shall pay said Licensor in a form acceptable to Licensor, the following costs on the following schedule:

License Fee: \$ 12,000.00

Show Package: \$ N/A(See Article H)

Facility Fee: N/A

Local Tax/PMF N/A

Deposit: \$20,000.00

Deposit Due Date: September 19, 2023

Balance Due: at final billing

Artist Merchandise N/A - No merchandise sales

Balance is due the last day of the Event at settlement prior to the end of the Event unless otherwise specified. Any remaining ticket sale funds left after Licensor's deductions of facility and local costs, if applicable, will be paid to Licensee at settlement by a The Pennsylvania State University check or by bankwire, providing bankwire information is received by Licensor at least 5 business days prior to the settlement date.

IN WITNESS WHEREOF, EACH OF LICENSEE AND LICENSOR HAS SIGNED THIS AGREEMENT THE DAY AND YEAR AS NOTED BELOW.

Reach Cyber Charter School	The Pennsylvania State University	
By:	By:	
Date	Date	

