

**SANTA BARBARA BOWL  
LICENSE AGREEMENT**

THIS AGREEMENT entered into by between the *Santa Barbara Bowl Foundation*, a non-profit corporation hereinafter referred to as "*LICENSOR*" and the *Santa Barbara Unified School District* hereinafter referred to as "*LICENSEE*"

**WITNESSETH:**

That in consideration of the covenants and agreements herein expressed and subject to the faithful performance by the *LICENSEE* of all such covenants and agreements, the *LICENSOR* does hereby grant, and such *LICENSEE* does hereby accept, a non-assignable right to use and occupy the Santa Barbara Bowl, located in the City of Santa Barbara, State of California, for the period of time and such charges as are set forth below:

**1) Event Day (Performance and Load In/Out)**

The *LICENSEE* to have the 1 (one) day of **Wednesday, June 5, 2019** for load in, rehearsal, ceremony and load out of the **2019 Santa Barbara High School Graduation**.

**Projected Timeline:**

Load in: 6:00am  
Rehearsal: 8:00am – 12:00pm  
Doors: 4:30pm  
Ceremony: 6:00pm – 8:00pm

**2) Rent & Estimated Expenses**

Basic Rent: Non-profit rate of **\$1,500.00 (One Thousand Five Hundred Dollars)** per day.

This License agreement will be for this date only and will be understood to not set or imply at this time any precedent for the option or availability of a similar number or schedule of dates in a similar time period in future years.

Basic rent includes general use of the facility with on-site seating and restroom facilities and does not include any labor or equipment charges.

*LICENSEE* agrees to pay the sum of **\$45,000.00 (Forty-Five Thousand Dollars)** to cover the following estimated costs: stage labor, production manager, usher supervisors, equipment rental, sound monitor, police, security & event staff, parking staff, accessible trolleys, ambulance services, utilities, portable radios, house staff and set up/tear down/clean up labor costs. (See attached Estimated Building Expenses).

All costs of the *LICENSOR* and *LICENSEE* for the contracted date will be paid by the *LICENSEE* including, but not limited to: insurance, guest passes, musicians, catering, *LICENSEE* staff, stage sets, music licensing (ASCAP/BMI/SESAC), sound and lighting, etc.

**Please note: All labor estimates may increase or decrease depending on changes in performance requirements.**

**3) Insurance**

*LICENSEE* will provide to the *LICENSOR*, 30 (Thirty) days prior to scheduled load in date, proof of General liability and Property damage insurance for each day (performance, rehearsal, setup and teardown) with \$1,000,000 (one million dollars) Combined Single Limit Per Occurrence and \$2,000,000 (two million dollars) Aggregate Per Event that holds harmless and indemnifies as additional insured the *LICENSOR*, its Officers, Directors, Employees and the County of Santa Barbara.

4) **Sound Curfew and Sound Monitoring**

All amplified sound, including soundchecks, rehearsals and performances, is subject to compliance with the Santa Barbara Bowl Sound Control Plan and will be monitored at the sound mixer. All performances at the Santa Barbara Bowl are subject to a 10:00pm curfew.

5) **Sets and Staging**

The stage of the Bowl (or any part of the facility) will not be available in advance of the load-in day.

6) **Stage Crew & Security**

For reasons of safety and liability, all security, ushers, and stage crew personnel will be subject to *LICENSOR*'s approval. The *LICENSOR* will arrange for all Security and Police details necessary to conduct a safe event with minimal traffic impact in the area surrounding the Bowl.

It is understood between *LICENSOR* and *LICENSEE* that the Santa Barbara Bowl is an I.A.T.S.E. stagehand union venue. It is the *LICENSEE*'S responsibility to pay any wages, benefits, payroll taxes, payroll processing fees and work fees due the stage personnel using the *LICENSOR*'S designated payroll service.

7) **Payment Schedule**

*LICENSEE* agrees to pay a deposit on the expenses outlined above as follows:

**\$46,500.00 (Forty-Six Thousand, Five Hundred Dollars) due not later than 30 days prior to Event Load In date.**

**Final Settlement**

Within ten (10) business days of the performance *LICENSOR* shall provide an event settlement and either remit to the *LICENSEE* any unexpended funds remaining from the expense deposits, or invoice *LICENSEE* for any net deficit from event.

\_\_\_\_\_  
Date \_\_\_\_\_

*LICENSEE*

Meg Jette

Assistant Superintendent

Santa Barbara Unified School District

720 Santa Barbara Street

Santa Barbara, CA 93101



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*LICENSOR*

Rick Boller

Executive Director

Santa Barbara Bowl Foundation

1122 N. Milpas Street

Santa Barbara, CA 93103

(805) 308-9777

\_\_\_\_\_  
Date 3/15/2019

**Santa Barbara High School Rehearsal & Graduation - Wednesday, June 5, 2019**  
**Estimated Building Expenses**

**Projected Timeline:**

|           |                  |
|-----------|------------------|
| Load in   | 6:00am           |
| Rehearsal | 8:00am - 12:00pm |
| Doors     | 4:30pm           |
| Ceremony  | 6:00pm - 8:00pm  |

**Estimated Expenses**

Rent - \$15,000 per day

Non Profit Discounted Rate

**\$1,500.00**

**Estimated Building Costs**

|   |            |
|---|------------|
| Stagehand Labor   | 6,600.00   |
| Production Manager  | 1,350.00   |
| Crew Meals  | 550.00     |
| Equipment Rental (PA/lectern/stairs)                      | 3,500.00   |
| Security - Event Staff                                    | 14,500.00  |
| Police (4 Officers)                                       | 2,850.00   |
| AMR Standby Ambulance                                     | 1,250.00   |
| Accessible Trolleys (3)                                   | 3,300.00   |
| Sound Monitor   | 400.00     |
| Usher Supervisors   | 1,100.00   |
| Parking Staff - Bowl/SBHS/Armory Lots                     | 1,600.00   |
| Bowl House Staff  | 3,250.00   |
| Box Office Staff  | 750.00     |
| Power Flat  | 750.00     |
| Big Green Cleaning - Backstage/House/Neighborhood Cleanup | 3,250.00   |
| General Liability Insurance                               | See Below* |

**TOTAL EXPENSE**

**\$ 45,000.00**

**TOTAL RENT & EXPENSE\***

**\$ 46,500.00**

**\* Santa Barbara Bowl Foundation - General Liability Requirements**

**Limits:**

\$1,000,000 (One million dollars) Combined Single Limit- Per Occurrence

\$2,000,000 (Two million dollars) Aggregate Per Event

**Language:**

Hold harmless and indemnify as additional insured the Santa Barbara Bowl Foundation, its Officers, Directors, Employees and the County of Santa Barbara.

**Total Estimated Expenses:**

The total estimated expenses are subject to change based upon production requirements.