



## Terms and Conditions “Addendum B”

*For the purpose of these terms and conditions, the "CENTER" shall mean the Duplin County Events Center and that the term "CLIENT" shall mean the Company or person/s listed on the Facility Usage Agreement.*

It is mutually agreed that the CLIENT and the CENTER shall be bound by these rules and regulations of the Duplin County Events Center.

### I. BUILDING CONTROL

- A. **CONTROL OF FACILITY:** In occupying the building, property and/or grounds at the CENTER, the CLIENT understands that CENTER does not relinquish the right to control the management thereof, and to enforce all necessary laws, rules and regulations.
- B. **RIGHT OF ENTRY:** Duly authorized representatives of CENTER may enter and/or be present within the CENTER premises, including those areas to be used for the event described herein at any time and on any occasion without any restrictions whatsoever. All facilities, including the area which is the subject of this permit, and all parking areas shall at all times be under the charge and control of CENTER.
- C. **NON-EXCLUSIVE RIGHT:** CENTER shall retain the right to use any portion of the facility not covered by this agreement. CENTER also retains the right to re-enter or use any portion of its facility, which becomes vacant for sufficient time to warrant doing so. CENTER shall retain the proceeds from all such actions.
- D. **INTERRUPTION OR TERMINATION OF EVENT:** CENTER shall retain the right to cause the interruption of any performance in the interest of public safety, and to likewise cause, the termination of such performance when, in the sole judgment of CENTER, such act is necessary in the interest of public safety.
- E. **ANNOUNCEMENTS:** CENTER reserves the right to make announcements or display signage during the period of this agreement, which would relate to future attractions and commercial messages. CENTER is also entitled to make such announcements as CENTER may deem necessary at any time in the interest of public safety. CLIENT agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats, and/or No Smoking announcements. CENTER reserves the right to display posters, banners and announcements, and to distribute literature concerning any activity it deems worthy.
- F. **SIGNS AND POSTERS:** CLIENT will not post or allow to be posted any signs, cards, banners or posters except upon such display areas as CENTER may provide or designate. Use of such areas is a non-exclusive right. All material is subject to approval by CENTER. By such approval, however, CENTER does not accept any responsibility in any manner for content. CENTER will remove any unauthorized signs at the CLIENT'S expense.

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- G. **EVACUATION OF FACILITY:** Should it become necessary in the judgment of CENTER to evacuate the premises because of fire, bomb threat or for other reasons of public safety, the CLIENT will retain possession of the premises for sufficient time to complete presentation of his/her activity without additional fees provided such time does not interfere with another scheduled event. If it is not possible to complete presentation of the activity, rental fee shall be forfeited, prorated or adjusted at the discretion of the CENTER based upon the situation, and the CLIENT hereby waives any claim for damages or compensation against the CENTER.
- H. **PROGRAM APPROVAL:** CENTER reserves the right of approval for any performance, exhibition, or entertainment to be offered under this agreement, and CLIENT agrees that no such activity or part thereof shall be given or held if CENTER presents written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims, or violation of agreed event content restrictions agreed to by both parties at the time of the completion of this agreement.
- I. **CARE OF FACILITY:** CLIENT, its guests, servants, employees, or agents shall not injure, mar, or in any manner deface the interior or exterior of the leased premises nor any equipment located therein or thereon and shall not cause or permit anything to be done whereby such premises or equipment shall be injured, marred, or defaced in any manner; and will not drive or permit to be driven nails, hooks, tacks, screws, or anything in the general nature thereof, or allow pressure sensitive tape to be placed upon any part of the interior or exterior building or equipment contained therein or thereon. It being further understood that CLIENT shall not make nor allow any alterations of any kind to said building or equipment contained therein. It shall be the responsibility of the CLIENT to leave the facility (interior and exterior) in the same condition as on the effective date of the lease, normal wear and tear excepted. In this regard, it is understood and agreed between the parties hereto that any damages or prohibitions described in this paragraph shall conclusively be the responsibility of the CLIENT if those damages are sustained at any time between the pre-use inspection and the post-use inspection. A representative of the CENTER will inspect all tables, chairs, walls, floors, interior and exterior areas for damages before and after the event allowed pursuant to the lease agreement. Should damages to any part of the facility or its contents be found by CLIENT prior to the use of the facility, CLIENT should immediately report such damages to CENTER so as to relieve CLIENT of its absolute liability hereunder. Failure to report such damages prior to the beginning of the event scheduled shall be conclusive evidence that no such damages existed at the time that the scheduled event began.
- J. **DAMAGES:** CLIENT agrees to pay upon demand for all damage and/or injury done to CENTER facilities and personnel by CLIENT, by CLIENT'S associated staff and crew, by CLIENT'S artist(s) and CLIENT(s), and by CLIENT'S patrons. CENTER reserves the right to retain and apply the deposit and box office receipts (if deposit is not sufficient) for such damage and/or injury, notice thereof having been given to CLIENT. CENTER will provide detailed billing and accounting to CLIENT when needed restoration or replacement of damaged items is completed; or, in the case of injuries to personnel, when the total cost associated with the injury is compiled.
- K. **CLEANING OF LEASED SPACE:** CENTER will be responsible for cleaning the facilities before use and for normal cleaning after use. Normal cleaning does not include removing debris, litter, spilled liquids, grease, paint, excessive dirt or grime, etc, from the building or grounds. Upon evacuating the facility at termination of the event, CLIENT agrees to remove all trash and debris from all areas of the leased premises, interior and exterior. CENTER will issue mops and brooms for CLIENT'S use under the CENTER'S direction. It being further understood and agreed that CLIENT shall be charged for any abnormal cleaning charges and that those charges shall be at the rate found on the Rate Schedule for the Duplin County Events Center. Should CLIENT fail to pay for damages upon notification thereof, CLIENT shall forfeit any right to future utilization of the

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facility and CENTER may at its option begin collection proceedings.

- L. **LOST ARTICLES:** CENTER shall have the sole right to collect and have the custody of articles left in the premises by persons attending any performance, exhibition, or entertainment given or held in the premises, and the CLIENT or any person in the CLIENT'S employ shall not interfere with the collection or custody of such articles. CENTER assumes no responsibility for any article that may be lost or left on the premises by the CLIENT or persons attending CLIENT'S event(s). Any items or articles that are unclaimed after 10 days shall become property of Duplin County and Duplin County will have exclusive right to determine what will be done with the property.
- M. **NONEXCLUSIVE RIGHT:** CENTER shall retain the right to use and/or lease use of such portions of the premises as may not be covered by this agreement. CENTER also retains the right to reenter any part of the premises covered by this agreement should such part become vacant; and to determine that such unused portion may be offered for other use with receipts therefore going to CENTER.
- N. **CIVIL RIGHTS:** CLIENT agrees not to discriminate in any manner on the basis of race, sex, color, creed, or national origin, religion, or in any other manner prohibited by law.
- O. **ACT OF GOD:** CLIENT shall have no claim for damages from CENTER should an unforeseen event occur, including, but not limited to fire, casualty, labor strike or other like unforeseen event which shall render impossible the utilization of the leased premises for the leased term. However, any such event that occurs prior to the lease event and which occurrence was beyond the control of CENTER shall render any lease agreement void and CENTER shall promptly refund to CLIENT any funds deposited with CENTER, which relate to the terminated event.
- P. **DAMAGES:** The CENTER shall not be responsible for any loss or damage to machinery, equipment, paraphernalia, costumes, clothing, scenery, trucks, exhibit material, musical instruments or cases, or any other property of the CLIENT caused by theft, fire, riot, strikes, acts of God for any other cause of whatever nature or kind.
- Q. **MISREPRESENTATION:** It is agreed that without prejudice to any other rights and remedies that may be available to the CENTER in the event of the breach by CLIENT of one or more of the provisions of the lease agreement or any misrepresentations in obtaining said lease agreement, the CENTER may refuse to allow the CLIENT to take possession of the premises, or if CLIENT is already in such possession, may stop all activities of CLIENT on premises and oust CLIENT therefrom. The CENTER and its agents and employees shall in no way be responsible to the CLIENT for doing any or all of the things authorized by this paragraph. The CENTER will not be held liable by the refusal to rent to CLIENT.
- R. **NON-INTERFERENCE:** CLIENT agrees not to interfere in any way with the use of the facility by other clients using any portion of the facility or grounds not expressly covered by this agreement.
- S. **PAYMENT:** Payment for use of the leased facility shall be made by certified check, or cashier's check made payable to: Duplin County Events Center. A returned check fee will be assessed against the issuer for any check returned as the result of insufficient funds.
- T. **COPYRIGHTS:** CLIENT will assume all costs, liabilities and claims arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes, or dramatic rights used on or incorporated in the event. CLIENT agrees to indemnify, defend, and hold harmless CENTER from any claims or costs, including legal fees, which might arise from question of use of any such material described above.

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- U. **OBJECTIONABLE PERSONS:** CENTER reserves the right to refuse admission to, eject, or cause to be ejected from the premises any objectionable person or persons. Neither the CENTER nor any of its officers, agents, or employees shall be liable to CLIENT for any damages that may be sustained by CLIENT through the exercise by CENTER of such right.
- V. **SECURITY OF PROPERTY:** CENTER will exercise all reasonable care to safeguard property of the CLIENT while in the facilities. However, CENTER shall assume no responsibility whatsoever for any property placed in CENTER facilities and is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property that may be sustained by reason of the occupancy of CENTER facilities or any part thereof under this agreement. All security or other protective service(s) desired by CLIENT must be arranged for and by special agreement with CENTER.
- W. **MIXER/CONTROL SEATS:** CENTER reserves the right to hold the number of seats necessary for the use of a mixer board(s) for a sound or a light system until the day of the performance. The seats will be released for sale after it has been confirmed by CENTER management that these seats shall not be needed for the CLIENT’S equipment and operation.
- X. **OTHER USE OF BUILDING:** CENTER reserves the use of the lobbies, hallways, vestibules, ticket office, lounges, and other public rooms and facilities as CENTER deems fit, provided that such use does not unreasonably interfere with use of the premises by the CLIENT. CLIENT has no right to enter or use the areas in the building comprising the administrative offices of CENTER, the mechanical rooms, the ticket office, or any other areas except as designated by CENTER.
- Y. **RIGHT OF ENTRY BY CENTER:** In renting the leased space to the CLIENT, it is understood that CENTER retains at all times the right to enforce any laws, rules, and/or regulations applicable to the lease agreement and that CENTER may enter the premises at any time and on any occasion, without any restriction whatsoever, for the purpose of seeing that such laws, rules, and/or regulations are being enforced. Such right of entry to include any portion of the building or parking area utilized as a result of the lease agreement. Should such inspection reveal a failure to comply with laws, rules, and/or regulations then, and in such event, CENTER, at its sole option, may declare the lease agreement immediately terminated and may order that CLIENT and all guests, servants, employees, or agents immediately vacate the premises. Failure to vacate upon order by CENTER shall constitute an immediate trespass and subject CLIENT, its servants, employees, guest, or agents to any and all applicable civil and/or criminal penalties.
- Z. **POLICING EVENTS:** CENTER reserves the right to eject or cause to be ejected from the premises any intoxicated or any disorderly person or persons, and neither CENTER nor any of its officers, agents or employees shall be liable to CLIENT for any damage that may be sustained by CLIENT by the exercise of CENTER of such right. The CENTER reserves the right to establish the need, number, time and type of security officers required for the operation of the event. Payment for these services will be due and payable prior to the start of the event.
- AA. **PUBLIC SAFETY:** CLIENT agrees that it will at all times conduct its activities with full regard to public safety and will observe and abide by directives of CENTER or any authorized governmental agency having responsibility for public safety. All portions of the sidewalks, entrances, doors, passages, vestibules, halls, corridors, passageways, and all access to public facilities situated upon the premises shall be kept unobstructed at all times and shall not be used for any other purpose other than ingress, egress and regress.

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CLIENT 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 hazard to property thereon without the prior approval of CENTER. CENTER shall have the right to refuse to allow such material, substance, equipment or object to be brought onto the premises and further shall have the right to require its immediate removal therefrom if found thereon.

CLIENT and its invitees are prohibited from bringing firearms of any kind into the CENTER, with the exception of those carried by law enforcement officials or as part of a related firearms shows or exhibit.

**II. SERVICES PROVIDED**

**A. EXCLUSIVITY:**

**Phone/Internet/Cable & Satellite TV  
Electric  
Water, Gas, Sewer  
Food and Beverage  
Ticketing (ALL Ticket Sales to ALL Events)**

The CENTER retains exclusive control and right to supply all items above. The CENTER allows no outside food or alcohol be brought into the facility without CENTER approval in writing. CENTER retains the right to operate all food and beverage sales and to require proof of age for purchase and/or consumption of alcohol. No tickets may be sold to any CENTER event until authorized by the CENTER manager through an approved and initiated CENTER facility contract. The CENTER supplies ALL phone / internet / CTV, electric, water, gas and sewer services. The event contractor and event participants MUST obtain such services from the CENTER at the stated rates. Prior approval from the CENTER, in writing, is required for any exceptions.

**Ticketing (see section II F)**

The CENTER retains the right to interrupt, stop and remove any and all non-approved activities covered by this exclusivity section.

**B. HEAT, LIGHT, UTILITIES:** During the period of this agreement, CENTER will provide ventilation, air conditioning or heat, and overhead lighting for ordinary use, subject to a utility charge as outlined in the Schedule of user fees in force on the date of the event.

**C. ADDITIONAL SPACE:** Available dressing rooms and storage space will be provided by CENTER at the sole discretion of CENTER, at no cost to CLIENT. All other services or conditions will be at the expense of CLIENT.

**D. ADDITIONAL SERVICES AND STAFFING:** All labor and services not specifically mentioned above (see Services Provided), but required for the execution of CLIENT'S event shall be secured by CENTER and be considered reimbursable costs payable to the CENTER by the CLIENT, according to rates set down in the Schedule of User Fees in force on the date of the event. Such services shall include, but are not limited to, those performed by technicians, laborers, police, security guards, ushers, house manager, traffic personnel, paramedics, stage manager, technical director, house electricians and cashiers. Payment for these services will be due and payable prior to the start of the event.

In cases of special custodial services necessitated by an event, CLIENT shall pay costs of these services as a reimbursable expense to CENTER. CENTER retains the right to determine the appropriate number of personnel necessary to properly serve and protect the

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public. All personnel provided by the CENTER shall remain employees of the CENTER and will be under direct CENTER staff supervision.

- E. **CONTRACT SERVICES:** The proposed installation of electricity, gas, plumbing, and telephone service required for an event beyond that already supplied by the facility, must be submitted to and approved in advance by the CENTER. All such connections and related work will be at the expense of the CLIENT, including any related costs incurred by the CENTER. CENTER reserves the exclusive right to furnish, install, or provide electricity, gas, water, waste water, compressed air and steam services. Such services shall be provided on written order at the then prevailing published rates for such services. CLIENT may contract with persons approved by CENTER for services not available from CENTER.
- F. **TICKETING:** No tickets may be sold to any CLIENT event until authorized by the CENTER through an approved and initiated CENTER facility contract. The CENTER is the exclusive ticket sales agency for the CENTER. CLIENT will reimburse CENTER charge card fees at prevailing rate. All tickets for events at the CENTER will be subject to a Facility Maintenance Charge (FMC) per ticket. The FMC will be considered fees belonging to CENTER and not part of the gross sales of this event(s).

### III. EVENT REQUIREMENTS

- A. **TALENT CONTRACT:** The CLIENT certifies and attests that CLIENT has a valid, properly executed and compatible contract with the performer(s) whose services form the basis for the desire to rent the facility. The CLIENT shall submit to CENTER upon demand a copy of said contract with the performer(s). The CLIENT also certifies and attests that all payments required by such Talent Contract shall be made prior to occupying any space in the CENTER and that non performance of such payments by CLIENT may result in cancellation of the use of CENTER. CLIENT shall upon demand provide proof of such Talent Payments and CENTER reserves the right to contact said Talent to verify that payments have been received prior to CENTER space occupancy.
- B. **PRODUCTION REQUIREMENTS:** CLIENT agrees to furnish CENTER with detailed production and house requirements and/or information for CLIENT'S use of space(s) no later than four (4) weeks prior to the beginning of the use period. The intent of the foregoing is to enable both parties of this contract to anticipate and work out in advance any problems that might/can occur relating to CLIENT'S use of space(s). CENTER requires advance information in order to schedule the appropriate personnel and equipment for CLIENT'S use of space(s) and to compile expense estimates.
- C. **EQUIPMENT AND UTILITIES:** CENTER will provide equipment and utilities presently owned by CENTER at CLIENT'S expense as listed in the Schedule of User Fees. Additional equipment or utilities required shall be provided and paid for by CLIENT. CENTER reserves the right to operate/control all equipment and utilities used for CLIENT'S event.
- D. **CLIENT PROVIDED EQUIPMENT:** CLIENT warrants that all equipment brought into CENTER shall be in good working order and meet applicable safety regulations. CLIENT accepts responsibility for proper and safe operation, supervision and guarding of its equipment.
- E. **PRODUCTION CONSULTING:** CENTER will provide a reasonable amount of complimentary production consulting; however, a charge will be levied for any excessive demands placed upon CENTER employees.
- F. **SCHEDULE:** CENTER agrees that all load-ins, set-ups, take-downs, load-outs, and any

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other work calls shall be scheduled at times specified by CENTER unless CLIENT has specific schedule obligations from other contract agreements that may pertain to CLIENT'S use of CENTER. In the absence of any such obligations and/or waivers, all take-downs and load-outs shall take place immediately following CLIENT'S use of space(s). Should CLIENT fail to fulfill the obligations of the schedule as specified, then CENTER may remove and store all equipment and/or property belonging to CLIENT at CLIENT'S expense and risk.

- G. **AUTHORIZED AGENT:** An authorized representative of the CLIENT, with decision-making capabilities, must be on the premises in and/or available to the space(s) being used by CLIENT for the duration of any load-in, set-up, rehearsal(s), performance(s), take-downs, and load-out of all scheduled events, unless prior arrangements have been made with the appropriate staff of CENTER.
- H. **PUBLIC ADDRESS SYSTEM:** CENTER shall furnish, at CLIENT expense, the facility's public address system as needed. This system shall be operated according to rules and regulations established by CENTER.
- I. **ADDITIONAL EQUIPMENT:** If CLIENT requires additional production, stage, shop, house, and other building equipment beyond what is considered "in-house," then CENTER can and/or will rent or procure such equipment and charge to CLIENT any cost associated with obtaining such equipment with an added fifteen percent (15%) service charge. If CLIENT declines to have CENTER obtain such equipment, then CLIENT must coordinate the use of any outside services with CENTER. The intent of the foregoing is to ensure both parties that outside services are compatible with CENTER policies and facilities.
- J. **TRANSPORTATION:** All transportation of CLIENT equipment and personnel required for this event shall be the responsibility of the CLIENT.
- K. **CLOSED CIRCUIT TELEVISION EQUIPMENT** (if applicable): CLIENT agrees to provide primary and back-up projection units for all closed-circuit television events, said units to be in place and tested in the facility no less than four hours before the scheduled event time.
- L. **NOTIFICATION:** It is the obligation and responsibility of CLIENT to timely inform the artist's management and/or CLIENT(s) contracted with CLIENT of any and all general conditions, restrictions and policies specified in this agreement. CENTER shall not be held responsible for any discrepancies, difficulties and/or charges that might occur if CLIENT'S artist and/or CLIENT(s) is or was not aware of CENTER'S restrictions and policies.

**IV. INSURANCE REQUIREMENTS AND CLIENT'S INDEMNIFICATION.**

- A. **CLIENT** must be named as the Insured on all Certificates of Insurance provided to **CENTER**.
- B. **CLIENT** shall for the term of this Agreement, including move-in, rehearsals and move-out, shall have and maintained in full force and effect a policy or policies of General Liability Insurance, (including, but not limited to, coverage for Fire, Legal Liability, Products/Completed Operations, Contractual Liability for obligations assumed under this Agreement, and for liability arising out of the operation of Subcontractors) and of Automobile Liability (including, but not limited to, coverage for liability arising out of Owned, Non-Owned, and Hired vehicles) in such form will provide it with complete coverage and protection from and against claims, actions or lawsuits for damages because of bodily injury and/or death to any person; and from and against claims, actions or lawsuits for damages to property, any and all of which may or might arise out of or result from the

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CLIENT'S operations or occupancy under this Agreement, whether such operations be by CLIENT or by any subcontractor of anyone else directly or indirectly employed or hired by either of them. Policy shall be written with a bona fide ADMITTED insurance company licensed to do business in the state of NORTH CAROLINA and shall not be a SURPLUS LINES COMPANY. The company must have a BEST rating greater than A- VII (7).

- C. **Worker's Compensation:** CLIENT further agrees to have and maintain in full force and effect during its occupancy under this Agreement a policy or policies of worker's compensation and employers' liability insurance which provide it with complete coverage and protection from and against claims, actions or lawsuits brought under or pursuant to worker's compensation, employer's liability or other employee benefits acts. Such insurance shall be in the amounts required by statutory worker's compensation requirements and employer's liability limits of one million dollars (\$1,000,000.00). Worker's Compensation coverage must include employees, subcontractors and volunteers.

Such policies shall further be endorsed so as to provide a thirty (30) day written notice of cancellation of CENTER, and CLIENT shall secure and provide CENTER with a Certificate of Insurance on a form approved by CENTER, which shall demonstrate compliance by CLIENT with these insurance requirements.

- D. **INDEMNIFICATION:** The CLIENT shall defend, indemnify and hold harmless the CENTER and its agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the acts, errors, omissions, conduct or operations of the CLIENT, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting there-from, and (2) is caused or is claimed or alleged to have been caused, in whole or in part, by negligent act, error, omission, conduct or operation of the CLIENT, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or (3) is abused or is claimed to have been caused, in whole or in part, by any product sold or service rendered by the CLIENT, its agents, employees, or subcontractors.

In any and all claims against the CENTER or any of its agents or employees by any employee of the CLIENT, any subcontractor, anyone directly or indirectly employed for whose acts any of them may be liable, this indemnification obligation shall no be limited in any way by the any limitations on the amount or type of damages, compensation or benefits payable by or for the CLIENT or any subcontractor under Workman's Compensation Acts, Disability Benefit Acts, or other Employee Benefits Acts.

- H. The CENTER and CLIENT hereby waive all rights against each other for any loss or damage caused by fire, extended coverage perils and vandalism and which loss or damage is covered and compensated by insurance.
- I. A Certificate of Insurance form indicating the coverage noted above must be completed and delivered to the CENTER not later than the earlier of Ticket On-Sale date or thirty (30) days prior to the date of initial occupancy hereunder or CLIENT shall forfeit its rights under this Agreement.

**V. SHIPPING AND STORAGE**

- A. **SHIPMENTS:** CLIENT shall not direct shipments to CENTER prior to the first set-up day as listed on the face of this agreement without advance written permission of CENTER. CENTER reserves the right to refuse CLIENT'S shipments prior to said date.

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- B. STORAGE:** CLIENT assumes all responsibility for any goods or materials which may be placed in storage with CENTER before, during or after event.
- C. CLIENT PROPERTY: CLIENT PROPERTY:** CENTER will accept delivery of property addressed to CLIENT only as a courtesy to CLIENT and CLIENT hereby releases and agrees to hold harmless and indemnify CENTER, its parents, subsidiaries, affiliates, officers, directors, employees, insurers and agents for loss of, or damage to, including, but not limited to destruction of such property in the receipt, handling, care or custody of such property at any time. CLIENT further agrees to indemnify and hold harmless all of the aforesaid indemnifies from all claims, lawsuits, litigation, judgments, damages and costs arising out of loss of or damage to, including, but not limited to, destruction of such property on the premises of CENTER. Under no circumstances shall the CENTER or any of the aforesaid indemnifies be considered a bailee of such property at any time, for any reason.

**VI. SETTLEMENT**

- A. TICKET RECEIPTS:** All ticket receipts will remain under the control of the CENTER or its designated ticket agency until final settlement has been concluded. CENTER will make no advance payments of any portion of ticket receipts to CLIENT under any circumstances.
- B. SETTLEMENT DATE AND TIME:** Settlement shall occur on the final day of this agreement or no later than thirty (30) days following presentation of the final billing and shall consist of CENTER remission to CLIENT all ticket office receipts, less CENTER charges and commissions, labor and equipment fees, all reimbursable expenses, and other appropriate fees as allowed for in this agreement. If all reimbursable expenses are not known at the time of settlement, the CENTER shall withhold an estimate plus ten percent (10%) contingency. Any unused portion to be returned to CLIENT with final settlement statement as soon thereafter as possible. CLIENT waives all rights to that portion of the Ticket Office receipts necessary to pay ACTUAL costs accrued by CENTER. Where no Ticket Office receipts are involved, CENTER shall present to CLIENT a statement of expenses and either: (1) collect payment of expenses beyond sum of advance payments; or (2) return to CLIENT the unused portion of advance payment.
- C. METHOD OF PAYMENT:** All CENTER payments of ticket proceeds are made by CENTER check. If cash is required as part of the settlement, requests must be made in writing to CENTER at least three (3) working days before the event.
- D. DEDUCTIONS:** CLIENT shall be responsible for payment of any federal, state and local taxes which may be levied against the entertainment and/or activity being presented or on the admissions to such entertainment and/or activity; provided, however, that CENTER may withhold and pay any taxes collected by it on behalf of CLIENT which CENTER deems its responsibility to collect and pay, including, but not limited to, NORTH CAROLINA State Sales Tax.
- E. COPYRIGHTS:** CLIENT will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the entertainment and/or activity being presented. CLIENT shall obtain and pay for all appropriate American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI), SESAC and other similar licenses for the entertainment and/or activity and shall provide written proof of licenses to CENTER; failure to provide such proof will be cause for CENTER to collect and make payment of license fees on behalf of CLIENT. CLIENT agrees to indemnify, defend and hold harmless CENTER, its parents, subsidiaries, affiliates, officers, directors, employees, insurers and agents from any and all claims, lawsuits, litigation, judgments,

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costs, royalties or damages, including, but not limited to, legal fees, which might arise from use or proposed use of any such material described above.

- F. **REGULATIONS AND PERMITS:** CLIENT agrees that CLIENT and all CLIENT'S associated staff, crew, artists, agents and client's connected with CLIENT'S use of CENTER building and/or grounds shall abide by and conform to all federal, state and local laws, rules and regulations and by all facility rules and regulations as provided by CENTER; and CENTER will require that its agents or employees likewise so comply. CLIENT agrees to acquire and pay for all necessary licenses and permits.
- G. **ADA:** CLIENT agrees to abide by and conform to the Americans with Disabilities Act. CLIENT shall be responsible for ensuring that all services for individuals with disabilities as outlined in this act are fulfilled in regard to the CLIENT'S event(s) defined herein.

## VII. ADVERTISING

- A. **LOGO:** The CENTER logo and name must appear in all print event advertising.
- B. **HONEST AND TRUE:** CLIENT agrees that all advertising of this event will be honest and true and will include correct information on event times, ticket prices and place of event.
- C. **EVENT ADVERTISING:** CLIENT shall provide CENTER with copies of all advertising and media releases relating to the event(s) described herein at least forty-eight (48) hours in advance of the placement or release of said materials. CLIENT agrees to discontinue and/or correct any advertising and announcements of the entertainment and/or activity being presented by CLIENT which CENTER determines, in its sole discretion, to be dishonest, misleading, untruthful, containing incomplete information, damaging to the reputation of CENTER or which does not accurately convey the date(s) of such entertainment and/or activity, the type of admission (general or reserved seating) and the correct ticket price(s). CENTER reserves the right to determine the time at which CLIENT'S event will be announced and/or released to the public.
- D. **SALES AND USE OF ADVERTISING SPACE:** All advertising space on CENTER premises is the exclusive property of and subject to control by CENTER, and all receipts therefrom shall accrue to CENTER. No advertising by CLIENT shall be permitted, except by prior written permission of CENTER.
- E. **ADVERTISING BILLING:** The CENTER will charge CLIENT gross rate less any applicable discount according to the Schedule of User fees in force on the date of the event covered by this agreement for advertising placed by CENTER on behalf of CLIENT. The CENTER will not pay for advertising of an event which has been placed directly by CLIENT without prior approval by CENTER and written authorization from CLIENT.
- F. **STATEMENT OF EVENT SPONSORSHIP:** The use of the CENTER'S facilities by any organization, individual or group of individuals does not in itself constitute endorsement by CENTER of that organization, individual or group of individuals, nor of any product, service, precept or tenet of any kind. Those using CENTER facilities are forbidden to express or imply such endorsement in any of the programs or performances carried on in the facilities or in advertising or promotion associated with such events. A statement of true event sponsorship must appear in all advertisement of this event. The CENTER reserves the right to withhold its name or logo from any advertisement, if used in any way other than for place of event.
- G. **OTHER EVENTS:** CENTER reserves the right to distribute to the audience announcements and literature concerning any upcoming attractions.

**Terms and Conditions “Addendum B” Continued:**

**VIII. BROADCAST RIGHTS**

The **CENTER** reserves all rights and privileges for radio broadcasting, televising, filming, videotaping, sound recording, photographing, or any kind of reproduction of whatever nature originating from the **CENTER** facility during the term of this agreement. Should the **CENTER** grant to **CLIENT** such privilege, **CENTER** has the right to require payment for said privilege in addition to rental fee. Such permission must be obtained in writing in advance of broadcast date.

**IX. MEDIA COVERAGE**

- A.** The **CENTER** will honor requests from working media and photographers to photograph portions of the **CLIENT'S** event, subject to reasonable and proper restrictions, unless specifically prohibited by the **CLIENT**.
- B.** The **CENTER** reserves the right to use photographs of, and references to, event, subject to reasonable and proper restrictions, for promotion of **CENTER** and/or archival purposes.

**XI. CANCELLATION**

- A. RIGHT TO CANCEL:** **CENTER** reserves the right to terminate this agreement for good cause which shall not include subsequent scheduling of a preferred event.
  - 1. Should **CLIENT** default in the performance of any of the terms and conditions of this agreement, **CENTER** at its option may terminate the same.
  - 2. **CENTER** reserves the right to cancel this agreement if it receives evidence that the artist(s) and/or **CLIENT**(s) named in the contract or audiences of the named artist(s) and/or **CLIENT**(s) have violated laws, caused disturbances and/or taken any action resulting in injury at any performance and/or activity prior to the proposed appearance at **CENTER**.
  - 3. In the event **CENTER** does terminate this agreement the **CLIENT** shall be liable for full payment of the fees accrued to point of termination and for all reimbursable expenses. Should **CENTER** exercise said right to terminate this agreement, **CLIENT** agrees to forego any and all claims which might arise by reason of the terms of this agreement and **CLIENT** shall have no recourse of any kind against **CENTER**.
- B. CANCELLATION BY CLIENT:** If **CLIENT** shall cancel for any reason other than those set forth in section XII, paragraph H, or fail to take possession of or to use the facilities substantially in accordance with this agreement, unless otherwise agreed to in writing, then **CENTER** shall be entitled to liquidated damages equal to the minimum daily base rental, 100% of applicable ticket handling fees on the sale of tickets up to the time of cancellation, plus any other disbursement or expenses incurred by **CENTER** in connection with the event.
- C. CANCELLATION:** In the case of any cancellation of any performance and/or activity, the **CLIENT** shall have the obligation, at its own expense, to inform the public of such cancellation through regular information media. In the event of default of such obligation by **CLIENT** as determined by **CENTER** in its reasonable discretion, **CENTER** reserves the right to make such announcements at the expense of **CLIENT**.

**Terms and Conditions "Addendum B" Continued:**

**XII. ADHERENCE TO CONTRACT TERMS**

- A. ALTERATION:** Any alterations to this agreement must be agreed to and initialed by both parties prior to signing.
- B. RETENTION OF CENTER PRIVILEGES:** Failure of CENTER to insist upon strict and prompt performance of the covenants and agreements hereunder, shall not constitute or be construed as a relinquishment of CENTER'S right thereafter to enforce the same strictly.
- C. ASSIGNMENT OF CONTRACT:** Neither the contract nor any portion thereof may be assigned without formal approval of the CENTER unless otherwise authorized herein. No such approval shall be construed as making the CENTER a party of or to such assignment, or subjecting the CENTER to liability of any kind to any assignee even if subcontracting is authorized within this document. No subcontract shall, under any circumstances, relieve CLIENT of its liability and obligations under this contract, and despite any such assignment the CENTER shall deal with CLIENT.
- D. SUIT TO ENFORCE:** Should CENTER institute a suit or other action against CLIENT as a result of CLIENT'S failure to comply with any terms of this agreement, CENTER shall recover all damages provided by law, all costs and disbursements provided by statute and all costs actually incurred, including reasonable attorney's fees.
- E. COURT ACTION:** If any portion of this agreement shall be found invalid by any court having jurisdiction thereof, such invalidity shall not affect any other section or provision or portion of this agreement. The parties agree that the provisions of this agreement are to be deemed severable in the event of any judicial determination of partial invalidity.
- F. INTERRUPTIONS AND CANCELLATIONS:** CENTER may without liability refuse to perform any obligation(s) otherwise arising under this agreement if performance of such obligation(s) would in any way violate or result in conflict on the part of the CENTER or CLIENT with federal, state and/or local laws, or to be objectionable or contrary to public interests, all such judgments to be made by CENTER in its sole reasonable discretion.
- G. APPROVAL OF CONTRACT:** It is agreed that this agreement will not be in force until it has been signed by both parties.
- H. UNAVOIDABLE HAPPENING:** In the event that (a) CENTER or any portion thereof shall be destroyed or damaged by fire or any other cause so as to prevent the use of the premises for the purposes and during the periods specified herein, (b) if the premises cannot be so used because of strikes, acts of God, national emergency or other cause beyond the control of CENTER, then this lease shall terminate and the CLIENT hereby waives any claim against CENTER, its parents, subsidiaries, affiliates, officers, directors, employees, insurers and agents for damages or compensation by reason of such termination except that any unearned portion of the rent due hereunder shall abate, or if previously paid, shall be refunded by CENTER to the CLIENT. This clause shall be invoked at discretion of CENTER.
- I. INDEMNITY:** CLIENT agrees to indemnify, defend and hold harmless CENTER, its parents, subsidiaries, affiliates, officers, directors, employees, insurers and agents from any and all demands, claims, suits, actions or liabilities resulting from injuries or death to any persons, or damage or loss of any property prior to, during, or subsequent to the period covered by this agreement arising from any activity undertaken by CLIENT or by CENTER or their employees or agents in performance of any terms, conditions, or promises under this agreement for the use of facilities leased or services obligated

**Terms and Conditions “Addendum B” Continued:**

hereunder, except with respect to any such demand, claim, suit, action or liability proven to be due solely to the willful act of CENTER for which CENTER similarly agrees to indemnify CLIENT. No claim or litigation shall be settled without prior written approval of CENTER.

**J. DISCRETIONARY MATTERS:** It is agreed that any matters not expressly incorporated in this agreement will be at the discretion of CENTER.

**K. NORTH CAROLINA LAW:** The validity, construction and effect of this contract shall be governed by the laws of the State of North Carolina.

**XII. COMPLETE AGREEMENT**

All terms and conditions of this written agreement shall be binding upon the parties, their heirs or representatives and assigns, and cannot be waived by any oral representation of promise of any of the parties hereto unless the same is in writing and signed by the duly authorized agent or agents who executed this contract.

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Client

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Duplin County Events Center