



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item Meeting of March 10, 2012

DATE: February 15, 2012

SUBJECT: Approval of Two Revised Standard Form Artisphere Facilities Use Application and Agreements for Short Term Use of Space at the Artisphere, 1101 Wilson Boulevard, Arlington, Virginia (RPC #16-039-002), and Spectrum Theater, 1611 North Kent Street, Arlington, Virginia (RPC #16-039-035).

C. M. RECOMMENDATION:

1. Approve the attached revised two standard form Artisphere Facilities Use Application and Agreements (Attachments 1 and 2) for short term use of space at the Artisphere and Spectrum Theater; and
2. Authorize the Artisphere Executive Director, or his designee, to sign Artisphere Facilities Use Application and Agreements on behalf of the County Board, in the forms of the attached, provided that such Agreements are: fully completed by both parties; and comply with the policies, procedures, and fee schedules authorized by the County Board.

ISSUES: This Board Report requests the approval of two revised standard form agreements for short term uses at the Artisphere and at Spectrum Theater. There are no issues identified with this report.

SUMMARY: Arlington Economic Development schedules the use of space within the Artisphere and Spectrum Theater for a variety of artistic, cultural, and other events. The County must enter into written agreements to allow others to use space within the Artisphere and Spectrum Theater. The County Board previously approved an Artisphere Facilities Use Application and Agreement for such short term uses. At the request of the County Board, County staff engaged the arts community in Arlington to obtain feedback from users and potential users of the previously-approved form. The feedback received from the arts community resulted in some revisions to the previously-approved standard form Artisphere Facilities Use Application and Agreement. Members of Artisphere management also propose revisions to the Artisphere Facilities Use Application and Agreements to make them consistent with the new business plan

County Manager:

BMD/mjs

County Attorney:

BAK

AKM

Staff: Michael Halewski – DES

19.

for the Artisphere, which has been approved since the County Board previously approved the standard form. The result is two standard Artisphere Facilities Use Application and Agreement, one for social events hosted by individual users (attached as Attachment 1), and another for government, corporate, non-profit users, and ticketed rental events (attached as Attachment 2). Both forms are presented here for the County Board's approval.

BACKGROUND: The County Board previously approved a standard form Artisphere Facilities Use Application and Agreement in July of 2011. At the request of the County Board, County staff met with many members of the arts community in Arlington to obtain feedback on the approved form and recommended revisions. Based on the feedback County staff received from the arts community, several revisions were made to the forms.

The Artisphere is located in the Rosslyn submarket of Arlington County, lying on the north side of Wilson Boulevard, between North Kent Street and North Lynn Street. It is located within the North Rosslyn Civic Association. The Artisphere is more particularly shown on the Vicinity Maps attached hereto as Attachments 3, 4, and 5.

DISCUSSION: Two versions of the revised standard form Artisphere Facilities Use Application and Agreement (the "Agreements") have been developed by County staff, with input from the arts community in Arlington, for the County to enter into short-term agreements for the use of space in Artisphere, which includes Spectrum Theater. One version of the Agreement is for social events hosted by an individual, such as a retirement celebration or a reception. The other version is for government, corporate, or non-profit entities, or any ticketed rental event. The Agreements will be entered into between the County and those that want to use space in the Artisphere for a short period of time, ranging from (the minimum required) four hours to four days. Longer events will require the County and the user of the space to enter into one of the two standard form license agreements approved by the County Board in October of 2010.

The Agreements contain all necessary provisions required by the Prime Lease between 1101 Wilson Owner, LLC and the County Board, and requires that any licensee or user of space in the Artisphere must adhere to all requirements of the Prime Lease. The Agreements also provide for the user of space to provide the appropriate levels of insurance covering the proposed use of the space in the Artisphere. Additionally, the Agreement preserves all of the County's rights as a local government.

The Agreements incorporate some revisions prompted by feedback received by County staff from members of the arts community. These revisions include:

- Revising the indemnification and hold harmless language throughout the Agreements;
- Stating the process by which a User can seek the waiver of certain Rules, which are attached to the Agreements;
- Stating where signs are allowed;
- Stating that a user may make certain modifications to an Artisphere venue (e.g. paint the black box theater) with the approval of the County and the County's landlord.

Artisphere staff also requested a number of revisions to the previously approved agreement, which include:

- Creating a separate agreement for: (i) individual users for non-ticketed social events; and (ii) government, corporate, or non-profit users, or any user for ticketed events;
- Modifying the amount of the initial deposit, final payment due date, and refund schedule, to make the Agreements consistent with typical market terms prevalent in the event rental industry in the DC metro region.

Upon approval of the Agreements by the County Board, the County staff will begin using the approved Agreements, along with a fee schedule (including a facility rental policy) approved by the County Manager as previously authorized by the County Board.

FISCAL IMPACT: The approval of the revised Artisphere Facilities Use Application and Agreements has no direct fiscal impact. However, the revised Agreements are a necessary part of the larger rental program envisioned in the revised Artisphere business plan as a source of revenue generation for the Artisphere.



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ARLINGTON COUNTY ARTISPHERE FACILITIES USE APPLICATION AND AGREEMENT

For Short Term Use of Arlington County Artisphere Venues and Facilities for Not More Than Four Days for Non-Ticketed Social Events Hosted by an Individual.

(This Application and Agreement must be completed in full)

1. APPLICANT

Full Name of Applicant: _____

Applicant Address: _____ Phone No.: _____
 (Street)
 _____ Cell Phone No.: _____
 (City/State/Zip Code)

Applicant E-mail: _____ Estimated No. of Attendees: _____

Name of Applicant's Emergency Contact: _____ Phone No. _____

2. ACTIVITY OR EVENT

General Description of Proposed Activity/Event: _____

Title (if any) of Event: _____

3. REQUESTED TIMES & DATES OF ACTIVITY/EVENT

| | Date | Start Time | (Circle One) | End Time | (Circle One) |
|----------|----------------|------------|--------------|----------|--------------|
| 1st Day: | ____/____/____ | _____ | a.m/p.m. | _____ | a.m/p.m. |
| 2nd Day: | ____/____/____ | _____ | a.m/p.m. | _____ | a.m/p.m. |
| 3rd Day: | ____/____/____ | _____ | a.m/p.m. | _____ | a.m/p.m. |
| 4th Day: | ____/____/____ | _____ | a.m/p.m. | _____ | a.m/p.m. |

Start and End Times must include all set up, breakdown and clean up time.

4. REQUESTED VENUE/LOCATION OF ACTIVITY/EVENT

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Lower Level Town Square | <input type="checkbox"/> Upper Level Town Square | <input type="checkbox"/> Lower Ballroom | <input type="checkbox"/> Mezzanine Gallery (Upper Ballroom) |
| <input type="checkbox"/> Terrace (Art) Gallery | <input type="checkbox"/> Prep Room | <input type="checkbox"/> Front Terrace* | <input type="checkbox"/> Side Terrace* |
| <input type="checkbox"/> Black Box Theatre | <input type="checkbox"/> Dressing Room 1 | <input type="checkbox"/> Dressing Room 2 | <input type="checkbox"/> Bijou Theatre |
| <input type="checkbox"/> Dome Theatre | <input type="checkbox"/> Spectrum Theatre | <input type="checkbox"/> Education Lab Classroom | <input type="checkbox"/> Full Facility |

** May be used only in conjunction with an interior space.*

5. DETAILS OF REQUESTED ACTIVITY/EVENT

For each requested facility/location, describe below (or on a separate dated and signed sheet of paper) all significant details regarding the proposed activity/event, including (e.g.) equipment (County and/or User) desired to be used, requests for County staffing, and any special or unusual needs/requirements of Applicant.

Are there any unpaid fees owed to the County by the Applicant for Applicant's prior use of any Artisphere venue? Yes No

Will food and/or beverages be served? Yes No If yes, describe when, where and by whom (must be from list of approved caterers; the list of approved caterers and information on how caterers can be added to the list, is available in the County's Purchasing Office at 2100 Clarendon Boulevard, Arlington, Virginia)?:

Will an ABC license be required? Yes No If yes, who will apply for the ABC license and in whose name will it be?: _____

Additional County conditions of approval attached? Yes No

6. DEPOSIT AND FEES

An initial deposit of \$_____ (equal to fifty percent (50%) of the total fees listed below), payable to the Treasurer of Arlington County, Virginia, must be received by the County to confirm the reservation of the date(s) and time(s) for use of the Artisphere venue(s). Any refund of fees or rescheduling of dates after the Cancellation Date will be consistent with the Section 7 below. All fees charged will be consistent with the Artisphere Facility Rental Fees Rate Sheet effective on the date this Agreement is signed by the County. The total fees to be charged to Applicant/User are stated below. This Application and Agreement must be signed in Section 8 below by Applicant and the County to become a binding contract. Neither the County nor the Applicant shall have any liability or obligation to the other until this Application and Agreement is fully executed by both parties. Final payment of all fees must be remitted to Artisphere staff at the Artisphere, and paid by cash, money order, credit card (Visa or Mastercard only), certified or cashier's check, personal check, or organization check (all checks made payable to the Treasurer of Arlington County, Virginia) at least twenty-one (21) days prior to the scheduled activity or event. If a check is returned for insufficient funds, then the Applicant will be charged a returned check fee of \$50 as provided in Section 27-7 of the Arlington County Code, and payment via certified or cashier's check will be required for future use of Artisphere venues or facilities. If fees remain unpaid after the due date, then the reservation shall be automatically revoked by the County, the deposit forfeited to the County (without refund to the Applicant), and the event will not be permitted to take place.

Total fees (venue, staff & other fees, less discounts): \$ _____ Cancellation Date (21 days prior to scheduled event): _____

7. CANCELLATION DATE/REFUNDS

All cancellation requests must be made by Applicant to County in writing. The last date to cancel User's scheduled event with full refund of the deposit is seventy-six (76) days prior to User's scheduled event. Cancellations between seventy-five (75) days and forty-six (46) days prior to User's scheduled event shall receive a 50% refund of the deposit. Any cancellation made forty-five (45) or fewer days prior to User's scheduled event will result in no refund of the deposit. Any amount paid by the User to the County in addition to the deposit shall be fully refundable until twenty-one (21) days (inclusive) prior to the User's scheduled event.

8. CONTRACT/AGREEMENT BETWEEN APPLICANT AND COUNTY

By signing this Application and Agreement, below, the Applicant: 1) enters into a binding contract with the County for permission to use the Artisphere venue(s) during the date(s) and time(s) stated herein; 2) agrees to pay to the County the initial deposit and the total fees listed in Section 6, above; 3) acknowledges receipt of a copy of the attached *Artisphere Rules, Regulations and Conditions of Use* ("Rules"); and 4) agrees to be bound by, and strictly comply with, this Application and Agreement, the Rules, and the current Artisphere Facility Rental Fees Rate Sheet; 5) agrees to indemnify and hold harmless the County Board of Arlington County, Virginia, the owner of the building in which the Artisphere is located, and their respective officers, directors, members, agents and all employees and volunteers, per the provisions of Section IV of the attached Rules; 6) accepts liability for control of the reserved area(s) until the activity or use is completed; and 7) agrees to comply with all Americans with Disabilities Act (ADA) requirements, and recognizes that it is the Applicant's responsibility to supply ADA required assistance for the event. If the Applicant fails to strictly comply with this Application and Agreement and the Rules, then the County may terminate, revoke, or cancel the permission, without liability or further obligation to the County. The Applicant is also sometimes referred to herein and in the Rules as the "User".

Applicant's Signature: _____ Date: _____

Printed Name: _____ Title: _____

County's Signature: _____ Date: _____

Printed Name: _____ Title: _____

9. RESCHEDULE OF ACTIVITY/EVENT BY APPLICANT (for Artisphere Staff Use Only)

NOTE: Reschedules after the Cancellation Date require a rescheduling fee of two hundred and fifty dollars (\$250) payable by User prior to reschedule.

Rescheduled date(s): _____

Revised Cancellation Date: _____ Revised Fees due date: _____

Reschedule approved by (name): _____

County Signature: _____ Date: _____

Applicant's Signature: _____ Date: _____

ADDITIONAL COUNTY CONDITIONS OF APPROVAL (for Artisphere Staff Use Only)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

FEES WORKSHEET (for Artisphere Staff Use Only)

| <u>Venue Fees</u> | <u>Hr. /Block Rate</u> | | <u>No. Hrs./Blocks</u> | | <u>Fee</u> |
|--|------------------------|---|------------------------|---|-----------------|
| _____ | \$ _____ / _____ hr(s) | x | _____ | = | \$ _____ |
| _____ | \$ _____ / _____ hr(s) | x | _____ | = | \$ _____ |
| _____ | \$ _____ / _____ hr(s) | x | _____ | = | \$ _____ |
| _____ | \$ _____ / _____ hr(s) | x | _____ | = | \$ _____ |
| <u>Additional Hour(s)</u> | | | | | |
| _____ | \$ _____ / _____ hr(s) | x | _____ | = | \$ _____ |
| _____ | \$ _____ / _____ hr(s) | x | _____ | = | \$ _____ |
| _____ | \$ _____ / _____ hr(s) | x | _____ | = | \$ _____ |
| _____ | \$ _____ / _____ hr(s) | x | _____ | = | \$ _____ |
| <u>Less Venue Fee Discounts Applied (if any)</u> | | | | | |
| _____ | | | _____ % | = | \$ _____ |
| <u>Staff Fees</u> | <u>Hourly Rate</u> | | <u>No. of Staff</u> | | <u>No. Hrs.</u> |
| Facility Management Staff (Includes Ushers, Coat Check, Greeters, Helpers, Stage Hands, Tech Staff, Set-up and Break-down) | \$ _____ /hr | x | _____ | x | _____ |
| Stage Managers, Technical Directors | \$ _____ /hr | x | _____ | x | _____ |
| Piano Tuning | | | | | \$ _____ |
| <u>Other Fees (Describe)</u> | | | | | \$ _____ |
| _____ | | | | | \$ _____ |
| _____ | | | | | \$ _____ |
| _____ | | | | | \$ _____ |
| _____ | | | | | \$ _____ |

TOTAL FEES

\$ _____

ARTISPHERE RULES, REGULATIONS AND CONDITIONS OF USE ("RULES")

The following Rules have been formulated for the safety and well-being of all users of the Artisphere and building within which the Artisphere is located (hereinafter "Building"). Adherence to these Rules by all users contributes to safe use, occupancy and enjoyment of the Artisphere and the building. Any violation of the Rules by a User that continues after notice from the County, or its Landlord, to promptly stop and/or remedy the violation, may, at the option of the County, result in the immediate termination of User's right to use of that portion(s) of the Artisphere that User has contracted with the County to use ("Artisphere venue"), and termination, revocation or cancellation of the User's contract, without refund to the User and without obligation or liability to the County and the Landlord, their respective officers and employees.

The County and its Landlord may, upon written request (a written request includes requests received by email) by any User, waive compliance by such User of the following Rules that specify therein that such Rule may be waived, or otherwise provide that the consent of the County and the Landlord are required, provided that: (a) no waiver or consent shall be effective unless it is in writing and signed by the Executive Director of the Artisphere (the "Executive Director"), or his designee, and the property manager for the County's Landlord (the "Property Manager"), (b) no waiver or consent shall relieve any User from the obligation to comply with any of the Rules in the future, unless expressly consented to by the Executive Director and Property Manager; and (c) no waiver or consent granted to a User shall relieve any other User from the obligation of complying with the Rules, unless such other User has received a waiver or consent in writing from the Executive Director and Property Manager. All waivers and consents shall be granted in the sole and absolute discretion of the County and its Landlord. The Executive Director shall endeavor to respond to all requests for waivers and/or consents within ten (10) business days of receipt of such requests.

The County is the Tenant under a lease between the County Board of Arlington County, Virginia, as Tenant, and 1101 Wilson Owner, LLC, as Landlord, dated November 20, 2008, as amended. Any User may request a copy of the Lease, as amended. All requests shall be directed to the Executive Director, or his designee.

I. RULES AND REGULATIONS

1. The common areas of the building and of the Artisphere shall not be obstructed or encumbered by any User or used for any purposes other than ingress and egress to and from an Artisphere venue.
2. Except in connection with use of the Terrace Area, no awnings or other projections shall be attached to the outside walls of the building without the consent of the County and the Landlord. No drapes, blinds, shades or screens shall be attached to, or hung in, or used in connection with, any window or door of the Artisphere, without the consent of the County and the Landlord. Any permitted curtains, blinds, screens and other fixtures shall be of a quality, type, design and color acceptable to the County and its Landlord and shall be attached in a manner approved by the County and the Landlord.
3. Users shall not install, exhibit, place, inscribe, paint, or affix any sign, advertisement, or notice anywhere within the Artisphere or the Building, or on the exterior of the Building. However, a User may, install, exhibit, place, inscribe, paint, or affix a sign, advertisement, or notice within the Artisphere with the consent of the County. Under no circumstances shall a User install, exhibit, place, inscribe, paint, or affix (or permit others to do so) any sign, advertisement, notice or other lettering within two (2) feet from the exterior glass of the building. In the event of any violation of the foregoing by any User, the County or its Landlord may immediately remedy the violation without any liability, and may charge to the User the expense of the remedial action.
4. No show cases or other articles shall be put in front of, or affixed to, any part of the exterior of the building, nor placed in the common areas of the building or the Artisphere.
5. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. No User shall throw anything out of the doors or windows or down any corridors or stairs of the Artisphere venue, the Artisphere, or the building.
6. There shall be no marking, painting, drilling into, or other defacing of, or damage to, any part of the exterior of the building or the common areas of the Building. No boring, cutting or stringing of wires shall be permitted. User shall not, without the prior written consent of the County and the Landlord, mark, paint, drill into, bore, cut or string wires, deface or damage any part of the Artisphere or Artisphere venue (i.e. inside the Artisphere). Users shall not construct, maintain, use or operate, on the exterior of the building, any electrical device, wiring or apparatus in connection with a loud speaker system or other sound system, except on public sidewalks or the public right-of-way, during regular business hours of any weekday (i.e., before 6:00 p.m.). Any such construction, maintenance, use and operation a loud speaker system or other sound system must also be consistent with all applicable County regulations and ordinances.
7. Users shall not make or permit to be made any disturbing noises or disturb or interfere with other occupants of the building or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, tape recorder, whistling, singing or any other way.
8. Other than theatre props or service animals, no bicycles, vehicles, animals, birds or pets of any kind shall be brought into or kept in or about the Artisphere venue, the Artisphere, or the building.
9. Unless specifically permitted by the User's contract with the County, User shall not keep or maintain any inflammable, combustible or explosive fluid, chemical or substance in the Artisphere venue, the Artisphere, or the building.
10. User shall keep the doors leading to the corridors or main halls of the building closed during business hours (currently 7:00a.m. to 6:00p.m. on Monday through Friday (excluding County holidays) and 9:00 a.m. to 1:00 p.m. on Saturday (excluding County holidays), and such other hours, if any, as the Landlord from time to time determines) except as they may be used for ingress and egress.
11. The requirements of the County as Tenant will be attended to by the Landlord only upon application at the office of the Building. Building employees have been instructed not to perform any work or do anything outside of their regular duties, except with special instructions from the management of the Building.
12. Except within the Artisphere venue, canvassing, soliciting and peddling in the building is prohibited. The foregoing shall not prohibit the User from distributing flyers or other advertisements in the main building lobby with respect to the User's permitted activities approved by the County.

13. Mats, trash and other objects shall not be placed in the public corridors or the common areas of the building.
14. No smoking is permitted in any of the common areas of the building, or anywhere in the Artisphere or Artisphere venues (including the Terraces). All cigarettes and related trash shall be disposed of in trash receptacles designed for such purposes, and not on any sidewalk, right-of-way, parking lot or grass.
15. No space in or around the building exterior shall be used for the manufacture, storage, sale or auction of merchandise goods or property of any kind, except that the User shall be entitled to use the Artisphere venue, consistent with the terms of User's contract with the County, for the creation and sale of fine arts and crafts, including the sale of promotional materials, and for artists' demonstrations.
16. The Landlord shall have the right to prohibit any advertising by any User that constitutes a defamatory statement with respect to Landlord (or Landlord's building) or any other User or tenant in the building. Upon written notice from the Landlord, such User shall refrain from and discontinue such advertising.
17. User shall be solely responsible for acceptance of all deliveries to an Artisphere venue, the Artisphere, or the building. User shall coordinate the timing and method of all deliveries with the Artisphere's Facilities Manager. User shall have a person on site to verify and acknowledge receipt of all User's deliveries. The County and its Landlord have no responsibility, obligation or liability with respect to any deliveries of or for the User.
18. The User shall neither move nor disturb any furniture or exhibited artwork, nor permit others to do so.

RULES AND REGULATIONS APPLICABLE ONLY TO THE ARTISPHERE BUILDING (AND NOT SPECTRUM THEATRE)

19. All removals, or the carrying in or out of any safes, freight, furniture or bulky matter of any description through the main building lobby, shall take place in such manner and during such hours as the County and its Landlord may reasonably require upon advance written notice to the User. The User shall communicate and coordinate with the Executive Director in connection with the removal or carrying in or out of such items. The County and its Landlord reserve the right (but shall not have the obligation) to inspect all freight brought into the building, and the right to exclude from the building all freight which violates any of these Rules, the User's contract with the County or applicable laws, ordinances, or regulations.
20. No hand trucks, except those equipped with rubber tires and side guards, shall be used to deliver or receive any goods or materials to or from any space or in the common areas of the building, either by the user or its agents or contractors.
21. Access plates to under floor conduits shall be left exposed. Where carpet is installed, carpet shall not be cut around the access plates.
22. Throwing rice, confetti, birdseed, rose petals or anything of a similar nature is prohibited anywhere in the Artisphere venue (including the Terraces), the Artisphere, or the building.
23. User agrees that it shall not violate any provisions of the County's Lease with the County's Landlord governing use or occupancy of the Demised Premises.
24. User agrees that the terms of Section 33.B. (Indemnification and Hold Harmless) and Section 39.B. (Hazardous Materials) of the County's Lease with the County's Landlord shall apply to the User. Upon the User's request, the County will provide a copy of the County's Lease with the County's Landlord, including all amendments thereto, to the User.
25. Nothing in this Application and Agreement shall release the County from its obligations as a Tenant under the County's Lease with the County's Landlord.

II. ALCOHOLIC BEVERAGES

1. All food and beverage must be provided by a Caterer listed on the Artisphere's Approved Catering list. The User or its contractor shall: (i) obtain and maintain all required license(s) from the Virginia Department of Alcoholic Beverage Control; (ii) provide a copy of such license or licenses to the Executive Director prior to any scheduled events at which alcoholic beverages are to be sold or provided by the User or its contractor; (iii) maintain a liquor liability insurance policy naming the County Board of Arlington County, Virginia, as an additional insured, for any scheduled event at which alcoholic beverages are to be sold or provided by the User or its contractor; and (iv) provide a copy of such liquor liability insurance policy to the Executive Director prior to any scheduled event at which alcoholic beverages are to be sold or provided by the User or its contractor.
2. User, and not the County, shall be solely responsible for obtaining all applicable licenses, permits and authorizations that are required by any law or regulation for any of the User's activities within an Artisphere venue or the Artisphere, including, but not limited to, Virginia Department of Alcoholic Beverage Control licenses, concessionaires, retail business, and peddlers licenses.
3. User, and not the County, shall be solely responsible for complying with all laws regarding the collection and payment of all federal, state, or local taxes applicable to the User's use of an Artisphere venue and the User's activities therein. Such taxes may include, without limitation, sales and use taxes, business license taxes, and taxes arising out of ticket, merchandise, and food and beverage sales.
4. Before using any portion of an Artisphere venue, the User shall inquire with the appropriate taxing and assessing officials about all applicable tax and license requirements.

IV. LIABILITY; INDEMNIFICATION

1. User shall be liable for the conduct of all its vendors, employees, agents, business invitees, customers, clients and guests, and is liable for all damage caused by such persons, including, but not limited to, bodily injuries, damages to an Artisphere venue, the Artisphere, or the building.
2. User, its vendors, employees, agents, business invitees, customers, clients and guests shall be, under all circumstances, solely liable for the safekeeping of all of their respective personal property while such property is placed in an Artisphere venue, the Artisphere, or the building. Neither the County nor its Landlord shall have any liability to any person or entity for any damage to, or loss of, personal property in an Artisphere venue, the Artisphere, or the building.
3. User acknowledges that the County, its elected and appointed officials, officers, employees, contractors and agents shall not be liable for any damages, special, consequential, punitive, or otherwise, as a result of any claim relating to the User's use of an Artisphere venue.
4. User represents and warrants that the scheduled event, and all related activities, are legally permitted and that all necessary licenses (including, but not limited to, any applicable music license fee, performance license fee, and alcoholic beverage control license fee) have been or will be properly and timely obtained for the scheduled activity or event.
5. User agrees to defend, indemnify, and hold harmless the County, the County's Landlord, and their respective elected and appointed officials, officers, directors, members, employees, contractors, agents, successors and assigns, from and against all claims, causes of action, liabilities,

losses, costs and expenses arising from or in connection with any injury or other damage to any person or property that occurs: (1) in any Artisphere venue; or (2) in any part of the Artisphere or the building, that is caused by (a) the negligence or willful misconduct of the User, its agents, contractors, employees, customers, or invitees; (b) the User's use and occupancy of any Artisphere venue or the business conducted therein or the User's presence in the Artisphere or building; (c) the making by the User of any alterations to the Artisphere or any Artisphere venue; (d) any act or omission of the User or its agents, contractors, employees, customers, or invitees; and (e) any breach or default by the User in the observance or performance of terms or conditions of User's contract to use any Artisphere venue, including, but not limited to, the rules, regulations and conditions of use set forth herein. The indemnification in this section shall survive the expiration or termination of User's contract to use any Artisphere venue.

6. User hereby agrees to indemnify and hold the County's Landlord and its shareholders, members, partners, contractors, licensees, invitees, ground lessors and the holder of any mortgage or deed of trust secured by the building, and their respective employees, agents, officers and directors, harmless from and against all costs, damages, claims, liabilities and expenses, including attorneys' fees, suffered by or claimed against the Landlord, directly or indirectly, based on, arising out of or resulting from: (1) the User's use and occupancy of any Artisphere venue or the business conducted herein or the User's presence in the Artisphere or building; (2) the making by the User of any alterations to the Artisphere or any Artisphere venue; (3) any act or omission of the User or its employees, agents or invitees; and (4) any breach or default by the User in the observance or performance of terms or conditions of User's contract to use any Artisphere venue, including, but not limited to, the terms the rules, regulations and conditions of use set forth herein. The indemnification in this section shall survive the expiration or termination of User's contract to use any Artisphere venue.
7. The User's contract with the County for use of an Artisphere venue(s) is subject and subordinate to the County's Lease with the County's Landlord. Notwithstanding any provision of the User contract with the County to the contrary, a User contract with the County for use of Artisphere venues shall automatically terminate upon the expiration or earlier termination of the County's Lease with its Landlord, with no liability to the County or the User. If a User contract is automatically terminated due to the expiration or earlier termination of the County's Lease, the County shall refund to User all portions of the total fees already paid to the County by the User.
8. All County's obligations under the User's contract are subject to appropriation of funds by the County Board of Arlington County, Virginia for the operation and maintenance of the Artisphere. In the event that funds are not appropriated at the beginning of the County's fiscal year for the operation and maintenance of the Artisphere, then the User's contract shall become null and void and shall terminate on the last day of the County's fiscal year for which appropriations were received for such purpose. Upon such termination, the County shall refund to the User all portions of the total fees already paid to the County by User, and thereafter the county shall have no other liability whatsoever to the User.
9. The County may require the User to obtain an insurance policy insuring against personal injury and property damage resulting from the User's event, and to provide a certificate of insurance naming "the County Board or Arlington County, Virginia, its elected and appointed officials, employees, and agents" as additional insureds. Such insurance requirements, if applicable, will be noted in the "Additional County Conditions of Approval" section of the Arlington County Artisphere Facilities Use Application and Agreement.



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www.artisphere.com

ARLINGTON COUNTY ARTISPHERE FACILITIES USE APPLICATION AND AGREEMENT

*For Short Term Use of Arlington County Artisphere Venues and Facilities for Not More Than Four Days by a Government, Corporate, or Non-profit Entity, and any Ticketed Rental Event
 (This Application and Agreement must be completed in full)*

1. APPLICANT

Applicant: _____ Type of legal entity _____

Full Name of Person Authorized to Sign
 This Agreement on Behalf of Applicant: _____ Phone No.: _____
 Cell Phone No.: _____

Applicant Address: _____ Fax No.: _____
 (Street)
 _____ Fed. Tax ID No.: _____
 (City/State/Zip Code)

Applicant E-mail: _____ Estimated No. of Attendees: _____

Name of Applicant's Emergency Contact: _____ Phone No. _____

2. ACTIVITY OR EVENT

General Description of Proposed Activity/Event:

Title (if any) of Event: _____

3. REQUESTED TIMES & DATES OF ACTIVITY/EVENT

| | <u>Date</u> | <u>Start Time</u> | <u>(Circle One)</u> | <u>End Time</u> | <u>(Circle One)</u> |
|----------|----------------|-------------------|---------------------|-----------------|---------------------|
| 1st Day: | ____/____/____ | _____ | a.m/p.m. | _____ | a.m/p.m. |
| 2nd Day: | ____/____/____ | _____ | a.m/p.m. | _____ | a.m/p.m. |
| 3rd Day: | ____/____/____ | _____ | a.m/p.m. | _____ | a.m/p.m. |
| 4th Day: | ____/____/____ | _____ | a.m/p.m. | _____ | a.m/p.m. |

Start and End Times must include all set up, breakdown and clean up time.

4. REQUESTED VENUE/LOCATION OF ACTIVITY/EVENT

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Lower Level Town Square | <input type="checkbox"/> Upper Level Town Square | <input type="checkbox"/> Lower Ballroom | <input type="checkbox"/> Mezzanine Gallery (Upper Ballroom) |
| <input type="checkbox"/> Terrace (Art) Gallery | <input type="checkbox"/> Prep Room | <input type="checkbox"/> Front Terrace* | <input type="checkbox"/> Side Terrace* |
| <input type="checkbox"/> Black Box Theatre | <input type="checkbox"/> Dressing Room 1 | <input type="checkbox"/> Dressing Room 2 | <input type="checkbox"/> Bijou Theatre |
| <input type="checkbox"/> Dome Theatre | <input type="checkbox"/> Spectrum Theatre | <input type="checkbox"/> Education Lab Classroom | <input type="checkbox"/> Full Facility |

* May be used only in conjunction with an interior space.

5. DETAILS OF REQUESTED ACTIVITY/EVENT

For each requested facility/location, describe below (or on a separate dated and signed sheet of paper) all significant details regarding the proposed activity/event, including (e.g.) equipment (County and/or User) desired to be used, requests for County staffing, and any special or unusual needs/requirements of Applicant.

Admission will be by: Admission Fee Donation/Pay What You Can Free

Will ticketing be required? Yes No

Are there any unpaid fees owed to the County by the Applicant for Applicant's prior use of any Artisphere venue? Yes No

Will food and/or beverages be served? Yes No If yes, describe when, where and by whom (must be from list of approved caterers; the list of approved caterers and information on how caterers can be added to the list, is available in the County's Purchasing Office at 2100 Clarendon Boulevard, Arlington, Virginia)?:

Will an ABC license be required? Yes No If yes, who will apply for the ABC license and in whose name will it be?: _____

Will advertisements/brochures be distributed for the activity/event? Yes No If yes, describe when, where and by whom: _____

Additional County conditions of approval attached? Yes No

6. DEPOSIT AND FEES

An initial deposit of \$ _____ (equal to fifty percent (50%) of the total fees listed below), payable to the Treasurer of Arlington County, Virginia, must be received by the County to confirm the reservation of the date(s) and time(s) for use of the Artisphere venue(s). Any refund of fees or rescheduling of dates after the Cancellation Date will be consistent with the Section 7 below. All fees charged will be consistent with the Artisphere Facility Rental Fees Rate Sheet effective on the date this Agreement is signed by the County. The total fees to be charged to Applicant/User are stated below. This Application and Agreement must be signed in Section 8 below by Applicant and the County to become a binding contract. Neither the County nor the Applicant shall have any liability or obligation to the other until this Application and Agreement is fully executed by both parties. Final payment of all fees must be remitted to Artisphere staff at the Artisphere, and paid by cash, money order, credit card (Visa or Mastercard only), certified or cashier's check, personal check, or organization check (all checks made payable to the Treasurer of Arlington County, Virginia) at least twenty-one (21) days prior to the scheduled activity or event. If a check is returned for insufficient funds, then the Applicant will be charged a returned check fee of \$50 as provided in Section 27-7 of the Arlington County Code, and payment via certified or cashier's check will be required for future use of Artisphere venues or facilities. If fees remain unpaid after the due date, then the reservation shall be automatically revoked by the County, the deposit forfeited to the County (without refund to the Applicant), and the event will not be permitted to take place.

Total fees (venue, staff & other fees, less discounts): \$ _____ Cancellation Date (21 days prior to the scheduled event): _____

7. CANCELLATION DATE/REFUNDS

All cancellation requests must be made by Applicant to County in writing. The last date to cancel User's scheduled event with full refund of the deposit is seventy-six (76) days prior to User's scheduled event. Cancellations between seventy-five (75) days and forty-six (46) days prior to User's scheduled event shall receive a 50% refund of the deposit. Any cancellation made forty-five (45) or fewer days prior to User's scheduled event will result in no refund of the deposit. Any amounts paid by the User to the County in addition to the deposit shall be fully refundable until twenty-one (21) days (inclusive) prior to the User's scheduled event.

8. CONTRACT/AGREEMENT BETWEEN APPLICANT AND COUNTY

By signing this Application and Agreement, below, the Applicant: 1) enters into a binding contract with the County for permission to use the Artisphere venue(s) during the date(s) and time(s) stated herein; 2) agrees to pay to the County the initial deposit and the total fees listed in Section 6, above; 3) acknowledges receipt of a copy of the attached *Artisphere Rules, Regulations and Conditions of Use* ("Rules"); and 4) agrees to be bound by, and strictly comply with, this Application and Agreement, the Rules, and the current Artisphere Facility Rental Fees Rate Sheet; 5) agrees to indemnify and hold harmless the County Board of Arlington County, Virginia, the owner of the building in which the Artisphere is located, and their respective officers, directors, members, agents and all employees and volunteers, per the provisions of Section IV of the attached Rules; 6) accepts liability for control of the reserved area(s) until the activity or use is completed; and 7) agrees to comply with all Americans with Disabilities Act (ADA) requirements, and recognizes that it is the Applicant's responsibility to supply ADA required assistance for the event. If the Applicant fails to strictly comply with this Application and Agreement and the Rules, then the County may terminate, revoke, or cancel the permission, without liability or further obligation to the County. The Applicant is also sometimes referred to herein and in the Rules as the "User".

Applicant's Signature: _____ Date: _____

Printed Name: _____ Title: _____

Legal Entity: _____

County's Signature: _____ Date: _____

Printed Name: _____ Title: _____

9. RESCHEDULE OF ACTIVITY/EVENT BY APPLICANT (for Artisphere Staff Use Only)

NOTE: Reschedules after the Cancellation Date require a rescheduling fee of two hundred and fifty dollars (\$250) payable by User prior to reschedule.

Rescheduled date(s): _____

Revised Cancellation Date: _____ Revised Fees due date: _____

Reschedule approved by (name): _____

County Signature: _____ Date: _____

Applicant's Signature: _____ Date: _____

ADDITIONAL COUNTY CONDITIONS OF APPROVAL (for Artisphere Staff Use Only)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

FEES WORKSHEET (for Artisphere Staff Use Only)

| <u>Venue Fees</u> | <u>Hr. /Block Rate</u> | <u>No. Hrs./Blocks</u> | <u>Fee</u> |
|---|------------------------|------------------------|--------------------|
| _____ | \$ _____ / hr(s) | x _____ | = \$ _____ |
| _____ | \$ _____ / hr(s) | x _____ | = \$ _____ |
| _____ | \$ _____ / hr(s) | x _____ | = \$ _____ |
| _____ | \$ _____ / hr(s) | x _____ | = \$ _____ |
| Additional Hour(s) | | | |
| _____ | \$ _____ / hr(s) | x _____ | = \$ _____ |
| _____ | \$ _____ / hr(s) | x _____ | = \$ _____ |
| _____ | \$ _____ / hr(s) | x _____ | = \$ _____ |
| _____ | \$ _____ / hr(s) | x _____ | = \$ _____ |
| Less Venue Fee Discounts Applied (if any) | | | |
| _____ | | _____ % | = \$ _____ |
| _____ | | _____ % | = \$ _____ |
| _____ | | _____ % | = \$ _____ |
| _____ | | _____ % | = \$ _____ |
| Staff Fees | <u>Hourly Rate</u> | <u>No. of Staff</u> | <u>No. Hrs.</u> |
| Facility Management Staff (Includes Ushers, Box Office Staff, Coat Check, Greeters, Helpers, Stage Hands, Tech Staff, Set-up and Break-down) | \$ _____ /hr | x _____ | x _____ = \$ _____ |
| Stage Managers, Technical Directors | \$ _____ /hr | x _____ | x _____ = \$ _____ |
| Piano Tuning | | | = \$ _____ |
| Other Fees (Describe) | | | |
| _____ | | | \$ _____ |
| _____ | | | \$ _____ |
| _____ | | | \$ _____ |
| _____ | | | \$ _____ |
| TOTAL FEES | | | \$ _____ |

ARTISPHERE RULES, REGULATIONS AND CONDITIONS OF USE ("RULES")

The following Rules have been formulated for the safety and well-being of all users of the Artisphere and building within which the Artisphere is located (hereinafter "Building"). Adherence to these Rules by all users contributes to safe use, occupancy and enjoyment of the Artisphere and the building. Any violation of the Rules by a User that continues after notice from the County, or its Landlord, to promptly stop and/or remedy the violation, may, at the option of the County, result in the immediate termination of User's right to use of that portion(s) of the Artisphere that User has contracted with the County to use ("Artisphere venue"), and termination, revocation or cancellation of the User's contract, without refund to the User and without obligation or liability to the County and the Landlord, their respective officers and employees.

The County and its Landlord may, upon written request (a written request includes requests received by email) by any User, waive compliance by such User of the following Rules that specify therein that such Rule may be waived, or otherwise provide that the consent of the County and the Landlord are required, provided that: (a) no waiver or consent shall be effective unless it is in writing and signed by the Executive Director of the Artisphere (the "Executive Director"), or his designee, and the property manager for the County's Landlord (the "Property Manager"), (b) no waiver or consent shall relieve any User from the obligation to comply with any of the Rules in the future, unless expressly consented to by the Executive Director and Property Manager; and (c) no waiver or consent granted to a User shall relieve any other User from the obligation of complying with the Rules, unless such other User has received a waiver or consent in writing from the Executive Director and Property Manager. All waivers and consents shall be granted in the sole and absolute discretion of the County and its Landlord. The Executive Director shall endeavor to respond to all requests for waivers and/or consents within ten (10) business days of receipt of such requests.

The County is the Tenant under a lease between the County Board of Arlington County, Virginia, as Tenant, and 1101 Wilson Owner, LLC, as Landlord, dated November 20, 2008, as amended. Any User may request a copy of the Lease, as amended. All requests shall be directed to the Executive Director, or his designee.

I. RULES AND REGULATIONS

1. The common areas of the building and of the Artisphere shall not be obstructed or encumbered by any User or used for any purposes other than ingress and egress to and from an Artisphere venue.
2. Except in connection with use of the Terrace Area, no awnings or other projections shall be attached to the outside walls of the building without the consent of the County and the Landlord. No drapes, blinds, shades or screens shall be attached to, or hung in, or used in connection with, any window or door of the Artisphere, without the consent of the County and the Landlord. Any permitted curtains, blinds, screens and other fixtures shall be of a quality, type, design and color acceptable to the County and its Landlord and shall be attached in a manner approved by the County and the Landlord.
3. Users shall not install, exhibit, place, inscribe, paint, or affix any sign, advertisement, or notice anywhere within the Artisphere or the Building, or on the exterior of the Building. However, a User may, install, exhibit, place, inscribe, paint, or affix a sign, advertisement, or notice within the Artisphere with the consent of the County. Under no circumstances shall a User install, exhibit, place, inscribe, paint, or affix (or permit others to do so) any sign, advertisement, notice or other lettering within two (2) feet from the exterior glass of the building. In the event of any violation of the foregoing by any User, the County or its Landlord may immediately remedy the violation without any liability, and may charge to the User the expense of the remedial action.
4. No show cases or other articles shall be put in front of, or affixed to, any part of the exterior of the building, nor placed in the common areas of the building or the Artisphere.
5. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. No User shall throw anything out of the doors or windows or down any corridors or stairs of the Artisphere venue, the Artisphere, or the building.
6. There shall be no marking, painting, drilling into, or other defacing of, or damage to, any part of the exterior of the building or the common areas of the Building. No boring, cutting or stringing of wires shall be permitted. User shall not, without the prior written consent of the County and the Landlord, mark, paint, drill into, bore, cut or string wires, deface or damage any part of the Artisphere or Artisphere venue (i.e. inside the Artisphere). Users shall not construct, maintain, use or operate, on the exterior of the building, any electrical device, wiring or apparatus in connection with a loud speaker system or other sound system, except on public sidewalks or the public right-of-way, during regular business hours of any weekday (i.e., before 6:00 p.m.). Any such construction, maintenance, use and operation a loud speaker system or other sound system must also be consistent with all applicable County regulations and ordinances.
7. Users shall not make or permit to be made any disturbing noises or disturb or interfere with other occupants of the building or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, tape recorder, whistling, singing or any other way.
8. Other than theatre props or service animals, no bicycles, vehicles, animals, birds or pets of any kind shall be brought into or kept in or about the Artisphere venue, the Artisphere, or the building.
9. Unless specifically permitted by the User's contract with the County, User shall not keep or maintain any inflammable, combustible or explosive fluid, chemical or substance in the Artisphere venue, the Artisphere, or the building.
10. User shall keep the doors leading to the corridors or main halls of the building closed during business hours (currently 7:00a.m. to 6:00p.m. on Monday through Friday (excluding County holidays) and 9:00 a.m. to 1:00 p.m. on Saturday (excluding County holidays), and such other hours, if any, as the Landlord from time to time determines) except as they may be used for ingress and egress.
11. The requirements of the County as Tenant will be attended to by the Landlord only upon application at the office of the Building. Building employees have been instructed not to perform any work or do anything outside of their regular duties, except with special instructions from the management of the Building.
12. Except within the Artisphere venue, canvassing, soliciting and peddling in the building is prohibited. The foregoing shall not prohibit the User from distributing flyers or other advertisements in the main building lobby with respect to the User's permitted activities approved by the County.
13. Mats, trash and other objects shall not be placed in the public corridors or the common areas of the building.

14. No smoking is permitted in any of the common areas of the building, or anywhere in the Artisphere or Artisphere venues (including the Terraces). All cigarettes and related trash shall be disposed of in trash receptacles designed for such purposes, and not on any sidewalk, right-of-way, parking lot or grass.
15. No space in or around the building exterior shall be used for the manufacture, storage, sale or auction of merchandise goods or property of any kind, except that the User shall be entitled to use the Artisphere venue, consistent with the terms of User's contract with the County, for the creation and sale of fine arts and crafts, including the sale of promotional materials, and for artists' demonstrations.
16. The Landlord shall have the right to prohibit any advertising by any User that constitutes a defamatory statement with respect to Landlord (or Landlord's building) or any other User or tenant in the building. Upon written notice from the Landlord, such User shall refrain from and discontinue such advertising.
17. User shall be solely responsible for acceptance of all deliveries to an Artisphere venue, the Artisphere, or the building. User shall coordinate the timing and method of all deliveries with the Artisphere's Facilities Manager. User shall have a person on site to verify and acknowledge receipt of all User's deliveries. The County and its Landlord have no responsibility, obligation or liability with respect to any deliveries of or for the User.
18. The User shall neither move nor disturb any furniture or exhibited artwork, nor permit others to do so.

RULES AND REGULATIONS APPLICABLE ONLY TO THE ARTISPHERE BUILDING (AND NOT SPECTRUM THEATRE)

19. All removals, or the carrying in or out of any safes, freight, furniture or bulky matter of any description through the main building lobby, shall take place in such manner and during such hours as the County and its Landlord may reasonably require upon advance written notice to the User. The User shall communicate and coordinate with the Executive Director in connection with the removal or carrying in or out of such items. The County and its Landlord reserve the right (but shall not have the obligation) to inspect all freight brought into the building, and the right to exclude from the building all freight which violates any of these Rules, the User's contract with the County or applicable laws, ordinances, or regulations.
20. No hand trucks, except those equipped with rubber tires and side guards, shall be used to deliver or receive any goods or materials to or from any space or in the common areas of the building, either by the user or its agents or contractors.
21. Access plates to under floor conduits shall be left exposed. Where carpet is installed, carpet shall not be cut around the access plates.
22. Throwing rice, confetti, birdseed, rose petals or anything of a similar nature is prohibited anywhere in the Artisphere venue (including the Terraces), the Artisphere, or the building.
23. User agrees that it shall not violate any provisions of the County's Lease with the County's Landlord governing use or occupancy of the Demised Premises.
24. User agrees that the terms of Section 33.B. (Indemnification and Hold Harmless) and Section 39.B. (Hazardous Materials) of the County's Lease with the County's Landlord shall apply to the User. Upon the User's request, the County will provide a copy of the County's Lease with the County's Landlord, including all amendments thereto, to the User.
25. Nothing in this Application and Agreement shall release the County from its obligations as a Tenant under the County's Lease with the County's Landlord.

II. TICKETING

1. Unless otherwise agreed to in writing by the Executive Director, all tickets for any scheduled activity or event shall be issued only through the Artisphere ticketing system. The User shall set prices for its tickets. The County will add two dollars (\$2) to the face amount (i.e. the price) of each ticket sold by the County. This additional charge will be used to defray the cost of the County ticketing system. If the County has already remitted monies to the User for any tickets sold, which tickets are thereafter presented for a refund or exchange, then the User shall, upon demand from the County, refund to the County the portion of the remitted monies attributable to the refunded or exchanged tickets within fourteen (14) days of the demand from the County. If any scheduled event is cancelled for any reason, then the User shall, upon demand from the County, refund to the County all remitted monies attributable to the tickets sold for the cancelled scheduled event within fourteen (14) days of the demand from the County. Unless otherwise agreed to in writing by the parties, the County shall remit to User all monies from ticket sale, less applicable fees and cost, within seven (7) days after the activity or event is completed.
2. In no event shall the User sell or dispose of, or permit to be sold or disposed of, tickets, or other documents, authorizing admission to more persons than authorized by the certificate of capacity for the specific portion(s) of the Artisphere wherein the event or activity is permitted to occur. In no event shall the User admit a larger number of persons (irrespective of whether tickets are required for admission) in the specific portion(s) of the Artisphere wherein the event or activity is permitted to occur, than authorized by the certificate of capacity for the specific portion(s) containing the event or activity, in accordance with, and as determined by, the County Fire Marshal, the Fire Code of Arlington County, the fire laws of the Commonwealth of Virginia, and all other applicable laws, ordinances, and regulations of any nature, regardless of whether such persons have valid ticket(s).

III. CONCESSIONS; MERCHANDISING; ALCOHOLIC BEVERAGES

1. User shall not sell, or permit others to sell, any merchandise and/or promotional material or permit any third party to do so on the User's behalf, directly or indirectly, within an Artisphere venue, the Artisphere, or the building, in connection with any scheduled event, without the prior written consent of the Executive Director, which consent shall be in the Executive Director's sole and absolute discretion, nor in the building (other than in the Artisphere) without the consent of the County's Landlord, in its sole and absolute discretion. The location and time of any sale of merchandise and/or promotional material also shall be in the sole and absolute discretion of the Executive Director or the County's Landlord, as applicable. The sale of such merchandise and/or promotional materials shall be conducted in such a manner as to not create undue noise or disturb other User's performances or invitees of the County. User, and not the County nor the Landlord, shall be responsible and liable for safekeeping and storage of the inventory, merchandise and promotional materials.
2. The User must use a Caterer from the Artisphere's Approved Catering list. The User or its contractor shall: (i) obtain and maintain all required license(s) from the Virginia Department of Alcoholic Beverage Control; (ii) provide a copy of such license or licenses to the Executive Director prior to any scheduled events at which alcoholic beverages are to be sold or provided by the User or its contractor; (iii) maintain a liquor liability insurance policy naming the County Board of Arlington County, Virginia, as an additional insured, for any scheduled event at which alcoholic beverages are to be sold or provided by the User or its contractor; and (iv) provide a copy of such liquor liability insurance policy to the Executive Director prior to any scheduled event at which alcoholic beverages are to be sold or provided by the User or its contractor.

3. User, and not the County, shall be solely responsible for obtaining all applicable licenses, permits and authorizations that are required by any law or regulation for any of the User's activities within an Artisphere venue or the Artisphere, including, but not limited to, Virginia Department of Alcoholic Beverage Control licenses, concessionaires, retail business, and peddlers licenses.
4. User, and not the County, shall be solely responsible for complying with all laws regarding the collection and payment of all federal, state, or local taxes applicable to the User's use of an Artisphere venue and the User's activities therein. Such taxes may include, without limitation, sales and use taxes, business license taxes, and taxes arising out of ticket, merchandise, and food and beverage sales.
5. Before using any portion of an Artisphere venue, the User shall inquire with the appropriate taxing and assessing officials about all applicable tax and license requirements.
6. All taxes that are based on gross receipts shall be without deduction of any sums paid by the User to the County and any sums retained by the County pursuant to the terms of User's contract with the County, or otherwise.

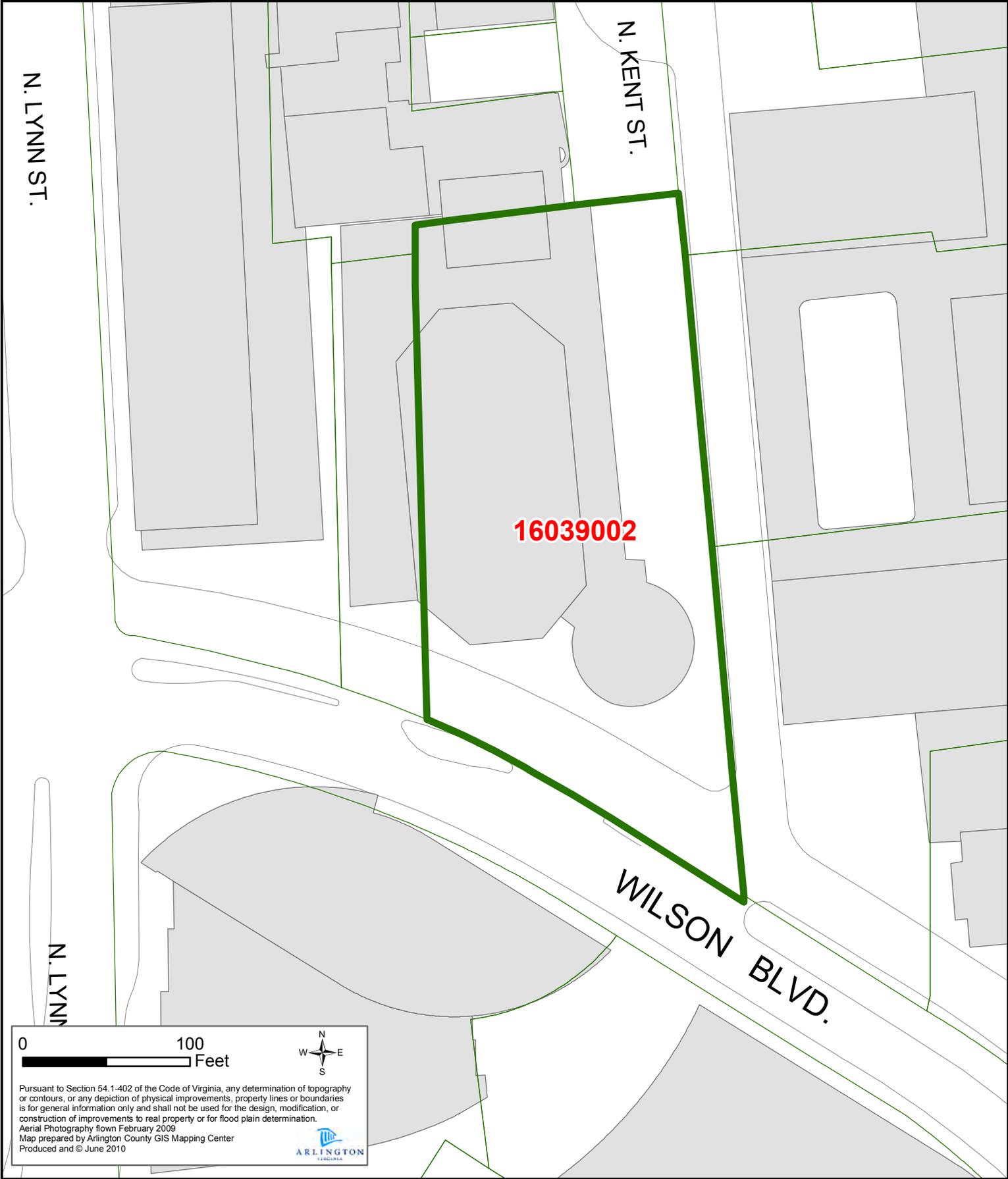
IV. LIABILITY; INDEMNIFICATION

1. User shall be liable for the conduct of all its vendors, employees, agents, business invitees, customers, clients and guests, and is liable for all damage caused by such persons, including, but not limited to, bodily injuries, damages to an Artisphere venue, the Artisphere, or the building.
2. User, its vendors, employees, agents, business invitees, customers, clients and guests shall be, under all circumstances, solely liable for the safekeeping of all of their respective personal property while such property is placed in an Artisphere venue, the Artisphere, or the building. Neither the County nor its Landlord shall have any liability to any person or entity for any damage to, or loss of, personal property in an Artisphere venue, the Artisphere, or the building.
3. User acknowledges that the County, its elected and appointed officials, officers, employees, contractors and agents shall not be liable for any damages, special, consequential, punitive, or otherwise, as a result of any claim relating to the User's use of an Artisphere venue.
4. User represents and warrants that the scheduled event, and all related activities, are legally permitted and that all necessary licenses (including, but not limited to, any applicable music license fee, performance license fee, and alcoholic beverage control license fee) have been or will be properly and timely obtained for the scheduled activity or event.
5. User agrees to defend, indemnify, and hold harmless the County, the County's Landlord, and their respective elected and appointed officials, officers, directors, members, employees, contractors, agents, successors and assigns, from and against all claims, causes of action, liabilities, losses, costs and expenses arising from or in connection with any injury or other damage to any person or property that occurs: (1) in any Artisphere venue; or (2) in any part of the Artisphere or the building, that is caused by (a) the negligence or willful misconduct of the User, its agents, contractors, employees, customers, or invitees; (b) the User's use and occupancy of any Artisphere venue or the business conducted therein or the User's presence in the Artisphere or building; (c) the making by the User of any alterations to the Artisphere or any Artisphere venue; (d) any act or omission of the User or its agents, contractors, employees, customers, or invitees; and (e) any breach or default by the User in the observance or performance of terms or conditions of User's contract to use any Artisphere venue, including, but not limited to, the rules, regulations and conditions of use set forth herein. The indemnification in this section shall survive the expiration or termination of User's contract to use any Artisphere venue.
6. User hereby agrees to indemnify and hold the County's Landlord and its shareholders, members, partners, contractors, licensees, invitees, ground lessors and the holder of any mortgage or deed of trust secured by the building, and their respective employees, agents, officers and directors, harmless from and against all costs, damages, claims, liabilities and expenses, including attorneys' fees, suffered by or claimed against the Landlord, directly or indirectly, based on, arising out of or resulting from: (1) the User's use and occupancy of any Artisphere venue or the business conducted herein or the User's presence in the Artisphere or building; (2) the making by the User of any alterations to the Artisphere or any Artisphere venue; (3) any act or omission of the User or its employees, agents or invitees; and (4) any breach or default by the User in the observance or performance of terms or conditions of User's contract to use any Artisphere venue, including, but not limited to, the terms the rules, regulations and conditions of use set forth herein. The indemnification in this section shall survive the expiration or termination of User's contract to use any Artisphere venue.
7. The User's contract with the County for use of an Artisphere venue(s) is subject and subordinate to the County's Lease with the County's Landlord. Notwithstanding any provision of the User contract with the County to the contrary, a User contract with the County for use of Artisphere venues shall automatically terminate upon the expiration or earlier termination of the County's Lease with its Landlord, with no liability to the County or the User. If a User contract is automatically terminated due to the expiration or earlier termination of the County's Lease, the County shall refund to User all portions of the total fees already paid to the County by the User.
8. All County's obligations under the User's contract are subject to appropriation of funds by the County Board of Arlington County, Virginia for the operation and maintenance of the Artisphere. In the event that funds are not appropriated at the beginning of the County's fiscal year for the operation and maintenance of the Artisphere, then the User's contract shall become null and void and shall terminate on the last day of the County's fiscal year for which appropriations were received for such purpose. Upon such termination, the County shall refund to the User all portions of the total fees already paid to the County by User, and thereafter the county shall have no other liability whatsoever to the User.
9. The County may require the User to obtain an insurance policy insuring against personal injury and property damage resulting from the User's event, and to provide a certificate of insurance naming "the County Board or Arlington County, Virginia, its elected and appointed officials, employees, and agents" as additional insureds. Such insurance requirements, if applicable, will be noted in the "Additional County Conditions of Approval" section of the Arlington County Artisphere Facilities Use Application and Agreement.

Vicinity Map

Artisphere - Standard Form License Agreement

RPC# 16039002



N. LYNN ST.

N. KENT ST.

16039002

WILSON BLVD.

0 100 Feet



Pursuant to Section 54.1-402 of the Code of Virginia, any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to real property or for flood plain determination.

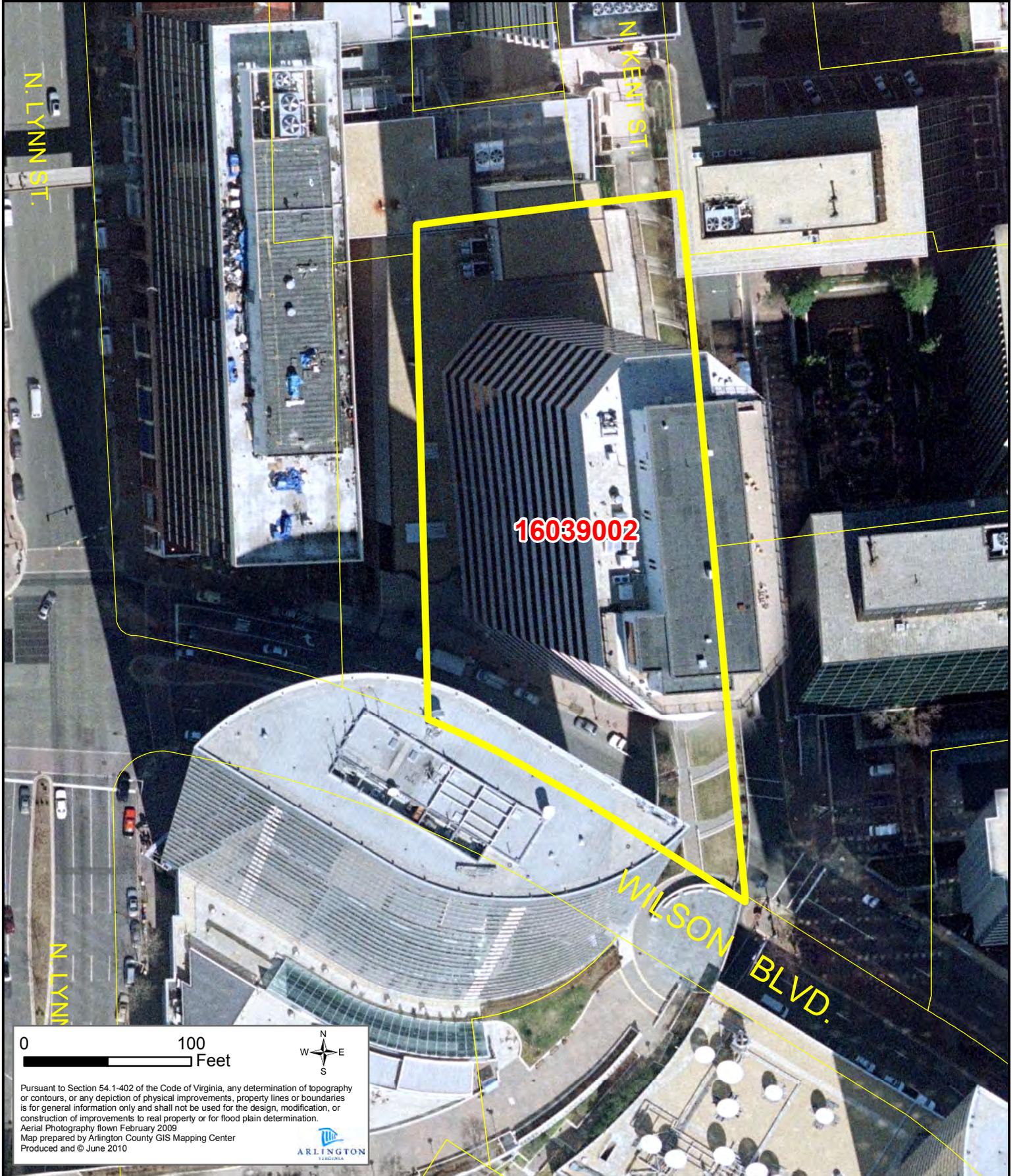
Aerial Photography flown February 2009
Map prepared by Arlington County GIS Mapping Center
Produced and © June 2010



Vicinity Map

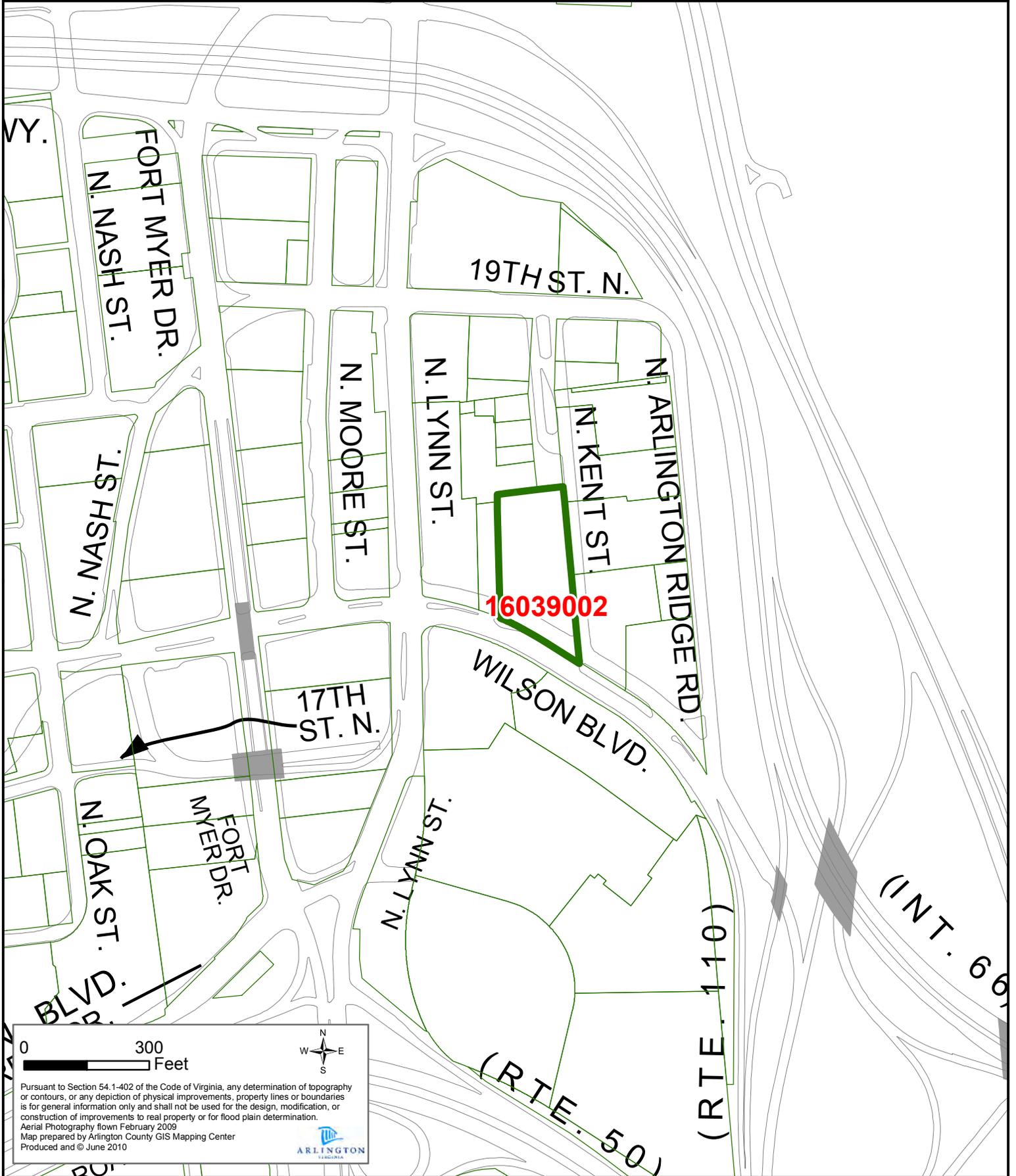
Artisphere - Standard Form License Agreement

RPC# 16039002



Vicinity Map
Artisphere - Standard Form License Agreement
RPC# 16039002

ATTACHMENT 5



16039002

0 300 Feet



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