

## Exhibit A

### Rental Agreement General Terms

1. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings with respect thereto. Should there be any conflict, California State University, Northridge VPAC Rental Agreement General Terms shall control. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein. Once this contract is signed and executed, no further negotiations will be permitted by either party.
2. **ORAL REPRESENTATION:** No representation, warranty, condition or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto and may not be amended other than in writing.
3. **GOVERNING LAW:** This Agreement shall be construed in accordance with, and the performance governed by, the laws of the State of California. Further, Renter shall comply with any State or federal law applicable to Renter's performance under this Agreement.
4. **PRODUCTION GOVERNANCE:** VPAC employees are not members of production crew unions and the performance will not be required as 'yellow card'. If notice of a 'yellow card' requirement is given to the VPAC and subsequent to the execution of this agreement, the VPAC may, in its absolute discretion, either cancel the Event hereunder, or charge the Renter for the difference between the costs of the VPAC's non-union crew and those of the union crew involved and/or for the cost of the additional personnel.
5. **ASSIGNMENT:** Without written consent of the VPAC, this Agreement is not assignable by the Renter either in whole or in part.
6. **DISPUTE:** Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time by authorized representatives of the Renter and the CSU shall be brought to the attention of the Chief Executive Officer (or designated representative) of the Renter and the Chief Business Officer (or designee) of the CSU for joint resolution. At the request of either party, the CSU shall provide a forum for discussion of the disputed item(s), at which time the Vice Chancellor, Business and Finance (or designated representative) of the CSU shall be available to assist in the resolution by providing advice to both parties regarding the CSU contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Agreement.

Despite an unresolved dispute, the Renter shall continue without delay to perform its responsibilities under this Agreement. The Renter shall keep accurate records of its services in order to adequately document the extent of its services under this Agreement.

7. **ARBITRATION:** In the event of any dispute among the parties as to any part of this agreement, such a dispute shall be settled by arbitration in California before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect and the award rendered shall be binding and conclusive upon the parties. Judgment upon any award may be entered and enforced in any court having jurisdiction. The prevailing party in the arbitration shall be entitled to recover its reasonable costs (including attorney's fees) from the losing party. Service of process may be affected by mail to any party at its/his last known address.

## 8. CANCELLATION:

### a. Mutual Consent:

This Agreement may be canceled without penalty upon mutual consent. The VPAC will refund all deposited amounts to the Renter if cancellation is made within ten (10) calendar days of receipt of notice.

### b. Notice:

The VPAC may cancel this Agreement without notice if the Renter fails to perform pursuant to the terms of this Agreement. This includes such things as misrepresentation, failure to meet insurance requirements and/or failure to meet deadlines with contract or other production information. Should such breach occur, Renter shall, within ten (10) calendar days of receipt of notice, be afforded a reasonable opportunity to cure such breach.

### c. Renter Responsibility:

Renter shall be responsible for the VPAC's out-of-pocket expenses necessitated either by change of date or cancellation by Renter after tickets have been printed and/or promotion begun. All such expenses shall be determined by the VPAC and will be invoiced to the Renter within thirty (30) calendar days following the contracted date of the Renter's performance, and Renter shall reimburse the VPAC, by cashier's or certified check made payable to "California State University, Northridge," within ten (10) calendar days of receipt of invoice.

### d. Renter Option:

Renter may cancel this Agreement in writing within four (4) weeks of said event, and such cancellation, shall not give cause for the University to recover damages. However, the University will retain all deposit amounts received. Furthermore, Renter is obligated to pay any due or past due deposits at the time of cancellation.

### e. Misrepresentation:

This Agreement may be canceled immediately without recourse should false or misleading information be furnished to the VPAC, errors and omissions notwithstanding. The VPAC shall retain all deposited amounts as liquidated damages.

### f. Cause:

The VPAC reserves the right to immediate cancellation of this Agreement for cause or causes beyond the control of either party. Deposited amounts paid to the VPAC will be refunded in full to the Renter.

### g. Method of Delivering Notice of Cancellation:

The VPAC shall notify the Renter of any cancellation of this Agreement in writing, pursuant to paragraphs b, c, e and f . above. U.S. mail, email or facsimile are considered acceptable forms of "written notice". Notice shall be sent to the Renter per the address, email or fax number provided on the signature page of this Agreement.

**9. FORCE MAJEURE:** Neither the Renter nor the VPAC shall be liable for the failure to appear, present or perform if such failure is caused by or due to the physical disability of Renter, or acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, acts of God, or any cause beyond the control of Renter and/or University.

**10. INDEPENDENT STATUS:** The Renter, and the agents and employees of the Renter, in the performance of this Contract, shall act in an independent capacity and not as officers, employees or agents of the State of California. While Renter may (or may not) be required under the terms of this Agreement to carry Worker's Compensation Insurance, Renter is not entitled to unemployment or workers' compensation benefits from the CSU.

**11. INDEMNIFICATION:** The Renter shall defend, indemnify and hold harmless the State of California, the Trustees of the California State University, California State University, Northridge and their officers, agents, employees and volunteers from and against every loss, expense (including attorney's fees and costs), liability or payment by reason of any damages or injury to person (including death) or property (including loss of use) other person, firm or corporation furnishing or supplying work, service, materials or supplies arising out of or in connection with this Agreement, in proportion to and to the extent that such injury, death or damage is caused by the actual or claimed tortious conduct (active or passive) of the Renter, its officers, agents, employees, guests, invitees, and participants. In addition, Renter agrees to indemnify, defend and save harmless the State of California, the Trustees of the California State University, California State University, Northridge and their officers, agents and employees from and against any and all claims demands, actions, costs or liability based upon or arising out of the Renter's failure to secure all appropriate and applicable licenses, authorizations and fees including ASCAP, SESAC and BMI royalties, for any and all copyrighted works performed by Renter during the engagement.

The University shall defend, indemnify and hold harmless the Renter, its officers, agents, and employees from and against every loss, expense (including attorney's fees and costs), liability or payment by reason of any damages or injury to person (including death) or property (including loss of use) arising out of or in connection with this Agreement, in proportion to and to the extent that such injury, death or damage is caused by the actual or claimed tortious conduct (active or passive) of University, its officers, agents or employees.

**12. INSURANCE:** Renter shall furnish to the VPAC prior to the performance, an underwriter's endorsement with a Certificate of Insurance stating that there is Liability Insurance presently in effect for the Renter with a combined single limit of not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate, and proof of Worker's Compensation as required by the State of California.

A. The certificate of insurance shall provide:

- (1) That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the VPAC;
- (2) That the State of California, the Trustees of the California State University, California State University Northridge (CSUN), the California State University, Northridge VPAC, and the employees, volunteers, officers, and agents of each of them, are included as additional insured, but only insofar as the operations under this agreement are concerned; additional insured endorsement is required
- (3) That the State, the Trustees, CSUN, and the employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy;
- (4) That the insurer has an AM Best rating of A: VII or equivalent.

B. Renter agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires at any time or times during the term of this agreement, Renter agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the VPAC, and the Renter agrees that no work or services shall be performed prior to the giving of such approval. In the event Renter fails to keep in effect at all times insurance coverage as herein provided, the VPAC may in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

**13. LETTER OF CREDIT:** Renter may be required to furnish the VPAC with any form of Letter of Credit and/or demonstration of other financial capability to meet the terms of the rental.

#### **14. PAYMENTS:**

Deposits: Advance deposits are required to reserve and use all VPAC venues. Except as noted in Paragraph 7, Cancellation, fifty percent (50%) of the preliminary deposit is non-refundable and non-transferable. The preliminary deposit for the rental of the VPAC is due upon return of the signed contract, in the form of a cashier's check made payable to the VPAC in U.S. dollars only or wire transfer. Failure to make required deposits by the specified deadlines outlined in Exhibit A may result in event cancellation. Such failure of payment will result in forfeiture of all deposited funds owed or paid to the University. Checks returned due to insufficient funds shall be considered a non-payment and may result in cancellation of the event. Any deposit amount owed to the University after cancellation of an event must be paid in full before the organization will be permitted to book a new event. The entire preliminary deposit shall become non-refundable within ninety (90) days of the Event's first production in the Venue.

Compensation: Payments are to be made as per contract face. A separate statement of estimated expenses has been provided to the Renter. This estimate includes rental fees, front of the house labor, back of the house labor, and other direct or indirect costs. Renter agrees to pay University all documented University expenses.

#### **15. SETTLEMENT:**

Billing/Settlement: After an event has been completed and all billable expenses accounted for, the University shall invoice the Renter for any unpaid balance of expenses associated with the event. If University expenses exceed money held by University, University shall provide Renter with an invoice for the balance. Renter agrees to submit payment of this invoice no later than ten (10) working days from receipt of invoice. Any charges or balance due the University shall be paid first from ticket revenues received by the VPAC Ticket Office. All accounts must be settled and clear at the time of the next reservation request or the request will not be accepted. All billing disputes must be addressed and settled by the VPAC Business Office within thirty (30) days of invoice date.

Refunds: Following completion of an event and a full accounting of all billable expenses, any portion of deposits received in excess of the billable expenses will be refunded to Renter in the form of a University check made payable to the Renter. Ticket revenues in excess of balances due to the University after applying deposits received will be included in this refund.

#### **16. EXPENSES:**

A. Renter agrees to pay for all documented University expenses provided at the request of the Renter or the requirement of the University. An estimate of these costs will be provided to the Renter prior to the event, and revised as necessary. A statement of actual expenses will be provided to the Renter as part of financial settlement. University expenses includes (but not limited to):

1. Daily rent for VPAC and any ancillary spaces used.
2. All production and front of house labor, and theater equipment beyond the basic house and light packages.
3. Any equipment requested by Renter's representatives or reasonably required by the University beyond the basic theater inventory package will be rented and will be part of documented expenses.
4. Consumable stage supplies and materials as requested by Renter's representatives or reasonable required by University.
5. Any damages to the interior or exterior of the Venue or parking lots arising out of the production or event related activity shall be part of documented expenses, unless damage is caused by the negligent acts or omissions of University or its licensees, agents or employees, or normal wear and tear.

B. Renter shall provide at Renter's sole expense, such service as set forth below:

1. Renter agrees to provide information on all technical requirements and lighting plans, at least thirty (30) days prior to the Event.
2. Renter agrees to supply an insurance rider at least thirty (30) days prior to the Event as specified in Paragraph #12.

3. Renter agrees to handle all advertising and promotion of Event, under the conditions of Paragraph #18.
4. Renter agrees to provide all necessary sets, props, costumes and musical instruments required for the event. All sets, props, and banners must have certification of flame proofing.
5. Renter agrees to provide all backstage hospitality, catering, transportation and all other arrangements and payments.

**17. RELEASE OF INFORMATION:** Should Renter desire to use images of VPAC facilities in promotional or other material, Renter shall contact the CSUN VPAC office in advance and secure prior written permission. In the case of photographs or video images of students, the Renter must ensure that appropriate written consent/release has been obtained from the Executive Director or designee.

**18. RENTER INTERACTION WITH MEDIA AND PUBLIC:** The Executive Director or designee must review and approve prior to publication, all Agreement-related material(s) including, but not limited to, the name and/or logo of CSU, Northridge or any of its facilities, proposed to be used by Renter for advertising or public relations purposes (including, but not limited to, news releases).

Renter, or their representative, shall not publish VPAC engagements advertisements and public relations materials prior to receiving VPAC approval. Renter shall ensure that all published information is factual and accurate and that it does not imply, in any way, that VPAC endorses Renter's firm, services and/or product(s) and performance(s). Renter shall refer all inquiries from the news media related to this Agreement to the VPAC representative. Renter shall also comply with any procedures or instructions from VPAC regarding statements to the media relating to this Agreement.

**19. LOSSES:** Renter assumes all risk in the event of damage to property, loss by theft or otherwise of any and all property peculiar to the Renter's event, and no claim shall be made to the University because of losses for any reason whatsoever.

**20. TELEVISION, CINEMA, RADIO AND OTHER MEDIA/PERFORMANCE RIGHTS:** Radio broadcasting, live television transcriptions, or any other recording without prior written permission of the University is prohibited. Renter shall be responsible for all royalty negotiations, agreements and/or payments due BMI or ASCAP relative to Renter's event. No flash photography or recording of any kind is permitted without the written permission of the University.

**21. UNIVERSITY OFFICIALS:** University Officials have final authority over use of facilities and interpretation of the terms of this Agreement. The Renter or its personnel will not act for, nor be considered as, an officer or representative of the University for any purpose.

**22. BENEFITS AND FUND RAISERS:** Renter agrees that the event described herein is in no way being promoted or presented as a benefit or fund raising activity. Prior written permission of the University in a separate agreement shall be required for an event(s) to be advertised and presented as a benefit or fund raising activity at the VPAC. Payment of any applicable University fees shall be the sole responsibility of Renter.