

WOOLSEY HALL LICENSE AGREEMENT

This Woolsey Hall License Agreement (“**Agreement**”) is entered into between **Yale University**, a corporation specially chartered by the General Assembly of the Colony and the State of Connecticut (“**Licensor**”), and _____, a _____ (“**Licensee**”). (Licensor and Licensee are sometimes referred to herein as a “party” and collectively as the “parties.”) Therefore, the parties agree as follows:

- License.** Licensor hereby grants to Licensee a nonexclusive license to occupy and use the auditorium, stage, seating area, dressing rooms, green rooms, loading areas, corridors, box office, lobby and lounge (but excluding the offices and other areas normally reserved by Licensor) in Woolsey Hall located at 500 College Street, New Haven, CT (“**Hall**”), which is owned by Licensor, subject to the terms and conditions of this Agreement. Licensor reserves the exclusive use of the aforementioned reserved areas within the Hall.
- Term.** The term of this Agreement (“**Term**”) shall commence on _____ at _____ o’clock when Licensee may commence entering the Hall (“**Commencement Date**”) and shall end at _____ at _____ o’clock, by which time Licensee must vacate the Hall (“**Termination Date**”), unless earlier terminated or extended by written agreement signed by both parties. Licensor reserves the right to terminate this Agreement immediately in the event of an emergency or any breach of this Agreement by Licensee.
- License Fee.** Licensee shall pay to Licensor for its use of the Premises, a nonrefundable fee in the amount of **Twenty-six hundred** U.S. DOLLARS (**\$2,600**), payable on _____, which is ten days prior to the Commencement Date. This payment represents an estimate of the total license fee and is based on the information provided by the Licensee on the Woolsey Hall Rental Fees schedule. A final settlement of charges will be made following the event for which the Hall was used by the Licensee and will be payable within 30 days of the termination Date. All amounts payable hereunder by Licensee shall be in cash, bank or by certified check drawn on U.S. Bank. The License Fee shall be nonrefundable, even if the event for which the Hall is being rented is cancelled for any reason.
- Purpose.** Licensee shall use the Hall for the purpose of _____ on _____ at _____ o’clock. Licensor shall not permit anyone other than Licensor to use the Hall for any other purpose during the Term.
- Use.** Licensee shall use the Hall solely for the purpose set forth above in section 4. Licensee may not use the Hall for any other purpose, including receptions, dances, parties or other events. Licensee shall not do or permit to be done in or around the Hall anything that will injure, mar, or in any manner deface the property of Licensor. Licensee shall use the facilities only in the manner permitted by this Agreement and shall not use or permit the use of the premises for any other purpose or for any immoral, objectionable or unlawful act.
- Condition.** Licensee accepts the Hall in its “as is” condition, with all of its defects, if any. Licensor shall have no obligation to make any improvements to the Hall. Upon termination or expiration of this Agreement, Licensee agrees to vacate the Hall, and to leave the Hall broom clean and in the same condition Licensee received the Hall, reasonable wear and tear excepted.

7. **Rules and Regulations.** Licensee agrees to observe the rules and regulations for the Hall, a copy of which is attached.

8. **Compliance with Life Safety Codes.** Licensee shall not, without the written consent of the Licensor, put up or operate any engine, motor, or machinery in the Hall, or use oils, burning fluids, camphine, kerosene, naphtha, gasoline, paint or any other substance which in the discretion of Licensor is highly combustible and shall not set off or exhibit on or over the Hall or bring on to premises of Licensor any fireworks or explosives and shall not use any agent other than electricity for illuminating the Hall. In no case will the audience seating be more than 2,651. No standing spectators shall be allowed during the event.

9. **Ticket Sales; Concessions.** Licensee shall be entitled to all proceeds from ticket, concession and program and souvenir program sales. Licensee shall not sell, distribute or permit to be sold or distributed tickets or passes in excess of the 2,651 seating capacity of the Hall, nor admit a larger number of persons than can safely or freely move about in the Hall in the estimation of Licensor or any governmental authority.

10. **Promotional Materials; Publicity.** Promotional materials may not imply Licensor sponsorship when no such sponsorship exists. Publicity and promotional materials should indicate that the Hall is wheelchair accessible. Display boards are available on limited basis and with certain restrictions through permanent users of the Hall.

11. **Use of Yale Name and Logos.** Licensee agrees not to use (a) Licensor's name or image, (b) the name or image of any employee, student or agent of Licensor, or (c) any trademark, service mark, trade name or symbol of Licensor in any manner, including without limitation in any sales, promotional, advertising or other publication (including client lists), without the prior written consent of Licensor, which may be withheld or conditioned in its discretion. Licensee shall not circulate or publish or distribute or cause to be circulated or published any advertisement, placard, or other written or printed matter mentioning Licensor's name and/or the Woolsey Hall name, except to indicate the place of the event, without first having obtained the written consent and approval of Licensor.

12. **Utilities.** Licensor shall provide, water, electricity, heat or air conditioning in areas where such services are available in the Hall, for normal use of the Hall, except when unforeseen occurrences, including strikes, lockouts, utility failures, or microprocessor malfunctions, prevent provision of such services. The cost of such utilities has been estimated on the attached Woolsey Hall Rental Fees schedule and is payable to the Licensor by the Licensee. Licensor shall have no liability to Licensee should any or all of such services become unavailable.

13. **Services.** Other than as expressly set forth in this Agreement, Licensor shall have no other obligations to provide services or other assistance for the event.

14. **Police Protection.** Licensor may in its discretion deem it necessary or prudent to require police protection during Licensee's use of the Hall. In such event, all costs and expenses of providing police protection, as estimated on the attached Woolsey Hall Rental Fees schedule, shall be borne by and paid by Licensee. Provision of the police protection in accordance with this paragraph shall not relieve Licensee of any liabilities imposed under any of the other provision of this Agreement.

15. **Maintenance and Repair.** Licensee shall be responsible to keep the Hall in neat, clean and sanitary condition, in good working order, and free of trash, flammable materials and other objectionable matter. Licensee shall not make any alterations to the Hall. Licensee shall not drive or install or permit to be driven or installed any nails, hooks, tacks or screws into any part of the Hall.

16. **Compliance with Laws.** Licensee agrees that it will comply with all laws, ordinances and regulations of the United States, The State of Connecticut, the County of New Haven, and the City of New Haven and all rules and requirements of the police, fire or other departments of the City of New Haven, and with all reasonable regulations adopted by Licensor for the government and management of the Hall. Licensee will obtain and pay for all necessary permits and licenses, and will not do, or suffer to be done, anything on such premises during the term of this Agreement in violation of any such laws, ordinances, rules, regulations or requirements and if Licensor or any governmental official gives Licensee notice of any such violation on the part of Licensee, or of any person employed by or admitted to the premises by Licensee, Licensee will immediately desist from and correct such violation.

17. **Indemnification and Insurance.** Licensee hereby agrees to indemnify, hold harmless and defend Licensor, its trustees, officers, employees and agents against any and all claims, demands, losses, liabilities, costs or expenses of any kind or nature whatsoever, including attorney's fees, which Licensor, or its trustees, officers or employees may sustain or incur or which may be imposed upon any of them, for injury to property or persons, including death, including injuries sustained by employees, agents, invitees and spectators of Licensee or Licensor, and also including any claims for fraud, false advertising, or defamation of character, which may be brought by or on behalf of any person or entity and relating to or arising from the Production, the Performances, or use or occupancy of any facilities of Licensor, including but not limited to the Hall, by Licensee or those associated with it, or from any breach of this Agreement, or from any actions or omissions of Licensee. Licensee shall conduct its activities in the Hall so as to protect the property and persons there from injury. Licensee assumes full responsibility for the character, acts and conduct of the Production, and all persons admitted to Hall with the consent of the Licensee, and Licensee agrees to pay for any damages to the property resulting from Licensee's use or occupancy thereof or resulting from any acts, intentional or negligent, whether acts are committed by Licensee, or its agents or employees or persons participating in or attending the Production or on the premises of Licensor during the Term in connection with the Production. Licensee's indemnification obligations under this Agreement shall not be limited to the amount or types of insurance provided by Licensee to Licensor under this Agreement.

Licensee shall carry commercial general liability insurance in an amount no less than \$1,000,000 combined single limit per occurrence, with Licensor listed as additional insured, and covering Licensee's operations in and about the Hall. A certificate of insurance evidencing such coverage must be provided to Licensor prior to Commencement Date. A TULIP policy may be provided in lieu of a commercial general liability policy.

Licensee shall also obtain and maintain throughout the Term all risk property insurance covering Licensee's personal property in the Hall and workmen's compensation insurance with statutory limits for all of Licensee's employees. Such insurance shall be issued by such insurers, shall include such coverage limits and shall be subject to such deductibles, as Licensor shall approve from time to time.

18. **Risk of Loss.** Licensor assumes no responsibility whatsoever for any property placed on its property by Licensee or its agents or invitees and is hereby expressly released and discharged from any and all liabilities for any loss, theft, injury, or damage to person or property that may be sustained by reason of the occupancy of premises under this Agreement.

19. **Licensor's Right of Entry.** Licensee acknowledges that this Agreement is a license for Licensee to use the Hall, not a lease, and therefore does not confer on Licensee any interest in any real property, including the Hall. The Hall, access thereto, including the keys to the Hall, shall remain at all times under the control of Licensor. Licensor and its agents shall have the unrestricted right to enter all areas of the Hall throughout the Term to observe the activities of Licensee, and to monitor compliance of Licensee with this Agreement and to protect Licensor's interests in the Hall, provided Licensor shall endeavor to conduct any such inspections and repairs in a manner so as to minimize interruption of Licensee's operations in the Hall. The members of the police and fire departments of the City of New Haven and of Licensor shall have the right to enter premises at any time during Licensee's use thereof.

20. **Assignment.** Licensee shall not assign to or share with any other person or entity Licensee's right to use the Hall under this Agreement and any purported assignment shall be void.

21. **Termination.** This Agreement shall terminate on the Termination Date unless the parties agree in writing to extend the Term. Licensor also shall have the right to terminate this Agreement immediately in the event Licensee defaults in the payment of any sum or the performance of any other obligations due under this Agreement or any other agreement it may have with Licensor.

22. **Notices.** Any payment, notice, demand, request or other instrument which may be required to be made or given under this Agreement shall be in writing delivered in person or sent by United States Registered or Certified Mail, postage pre-paid and addressed to the Licensor or Licensee at the address given below, or at such other address as Licensor or Licensee shall designate by written notice.

If to Licensee:

If to Licensor:

Kito Covington
Office of New Haven and State Affairs
Yale University-DY-CLC
101 Ashmun St
New Haven, Connecticut 06511
Telephone: (203) 436-4840
Fax: (203) 436-4843
kito.covington@yale.edu

23. **Integration; Amendment.** This Agreement reflects the entire understanding of the parties relative to its subject matter and supercedes all prior written and oral communications; to be effective, all amendments to this Agreement must be in writing and signed by both parties or their respective successors in interest.
24. **Licensor's Approvals.** All approvals or consents required from Licensor under this Agreement shall be at Licensor's sole discretion unless expressly stated otherwise.
25. **Governing Law.** The laws of the State of Connecticut (except its choice of law provisions) govern the validity, performance and enforcement of this Lease.
26. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the successors and assigns of the parties, subject to the provisions of Section 10. Any assignment of this Agreement which is not expressly permitted by this Agreement shall be void.
27. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of the Licensor and the Licensee and shall not benefit any third party.
28. **Commercial Transaction; Jury Trial Waiver.** Licensee hereby acknowledges that this Agreement constitutes a commercial transaction as such term is used and defined in Section 52-278(a) of the Connecticut General Statutes, as amended, and hereby expressly waives any and all rights which are or may be conferred upon Licensee by such act to any notice or hearing prior to a prejudgment remedy under Sections 52-278(a) to 52-278(g), as amended. In the event that Licensor commences any action in connection with this Agreement or the transactions contemplated hereby, Licensee shall not interpose any counterclaim in any such proceeding or action. Licensee and Licensor waive a trial by jury of any and all issues arising in any action or proceeding under or connected with this Agreement.
29. **Partial Invalidity.** If any part of this Agreement is held void, the remaining parts will not be affected, provided that both parties remain entitled to substantially all of benefits originally conferred hereby.
30. **Jury Trial; Venue.** The parties hereby waive any right either may have to try any claim that may arise directly or indirectly under this Agreement before a jury. For resolution of any dispute under this Agreement, the parties will submit to the personal jurisdiction of the federal and state courts within the State of Connecticut. No legal action may be brought in any other jurisdiction.
31. **Construction; Counterparts; Voluntary Agreement; Waiver.** This Agreement shall not be construed against the party principally responsible for its drafting. This Agreement may be executed in multiple counterparts, each of which shall constitute an original agreement, but all of such counterparts taken together shall constitute but one and the same agreement. Both parties acknowledge that they have had ample opportunity to review the terms of this Agreement with counsel of its choosing and each waiver contained here is voluntary and made after opportunity to such consultation with an attorney. Any waiver of a breach by either party shall not be waiver of any subsequent breach.

32. **Force Majeure.** The inability of Licensor to perform its duties under this Agreement because of forces beyond its reasonable control other than shortage of funds or other economic conditions, including without limitation fires, floods, blizzards, landslides, winds, epidemics, labor unrest including unrest of its own labor units, acts or orders of any governmental authority, military action, insurrection, riot, war (whether or not declared), explosions or partial or entire failure of utilities, shall not result in a default under this Agreement during the continuance of such forces.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____ 20____.

WITNESSES:

LICENSOR:
YALE UNIVERSITY

By: _____
Name:
Its:
Duly Authorized

WITNESSES:

LICENSEE:

By: _____
Name:
Its:
Duly authorized

WOOLSEY HALL CHECKLIST

Please complete fill out the following form so that we can better help you plan a successful event. Please note: the reservation for use of Woolsey Hall is not confirmed until payment of the base fee received.

Will you need to rehearse? **Yes** _____, or **No** _____
If yes, please provide us with your rehearsal schedule below.

Will you be contracting any non-Yale affiliated production/sound companies? **Y**__ **N**__
If so, please provide the name and contact person

Please let us know of any special requirements

Audio/Visual:

Stage set-up/chorus risers/table for ticket sales:

As stated in the Rules and Regulations Governing the Use of Woolsey, ushers are required for every event per the Yale University Fire Marshall. Please have an usher or representative from your group stationed in the lobby to direct event attendees and answer questions regarding your event and coordinate with the stage manager to confirm the number of users required. If you will need to hire ushers please contact Chris Melillo at (203) 432-8098.

Please inform the Stage Manager of ANY deliveries (e.g. equipment, tables, etc.) to be made to Woolsey Hall in advance of your event. Please include the delivery date and time for such equipment.

Contacts:

Woolsey Hall Scheduling Coordinator
Stage Manager
Custodial Services
Media Services

Kito Covington (203) 436-4840
Kito Covington (203) 464-6700
Michael Stringer (203) 432-0758
Carl Schumacher (203) 432-5842

RULES AND REGULATIONS

Governing the Use of Woolsey Hall

1. As part of the application process, the potential user must complete the Woolsey Hall License Agreement. This Agreement must be approved by the Office of New Haven & State Affairs, the University Insurance Office, the Yale University Police, and the University Fire Marshall.
2. Publicity materials may not imply University sponsorship when no such sponsorship exists. Publicity and promotional materials should indicate that Woolsey Hall is wheelchair accessible. Display boards are available on limited basis and with certain restrictions through permanent users of the Hall.
3. A stage manager, as designated by the Office of New Haven & State Affairs, may be required to be present during some or all activities. The user will be charged for the state manager service. The stage manager, or a designated University employee such as an electrician, must remain in attendance at the backstage control panel. This person is responsible for operating the “Panic Switch” and using the backstage telephone to call the University’s emergency number (111) if necessary.
4. Safety regulations prohibit access to the attic or ceiling spaces. As a result, the use of a hanging light truss or similar device is not permitted.
5. No nailing, tacking, or taping to walls, floors, seats, or pillars. Only light-weight banners may be hung, and exclusively from the hooks already in place around the front of the first balcony.
6. If deemed necessary by the Office of New Haven & State Affairs, the organ console will be boxed with a heavy protective enclosure made for the purpose of protecting this irreplaceable instrument. The cost of boxing and unboxing the organ console is borne by the user. Nothing is allowed on top of the box or the organ console (including performers and equipment) because the box cannot sustain weight safely.
7. To prevent any object from falling on the back wall, nothing may be erected upon the stage with a total height that is greater than the distance between the object and the back wall of the stage.
8. No nails, screws, or other objects may be driven into the stage floor. Delicate organ cables pass beneath this area.
9. Arrangement must be made by the user with Custodial Services (203) 432-0758 to remove any combustible rubbish. Recyclable white paper and cans are to be placed in the appropriate receptacles located backstage. All other trash should be discarded in garbage cans, located throughout the Hall. The stage must be cleared immediately after the event, and all materials brought in for the event must be removed from the Hall at that time. Charges for removing and/or discarding material left in the Hall will be charged to the user.

10. Aisles, exits, and the backstage passage must be kept free from obstructions such as speakers, wires, chairs, and musical cases instruments in case of fire.
11. The building may not be filled beyond its capacity of 2,651 seats. Standees and free-standing chairs are not permitted.
12. Smoking is not allowed in Woolsey Hall. This includes backstage, on stage, and in the dressing rooms. Open-flame devices are not permitted.
13. The use of smoke pots, fog, haze machines or similar devices is prohibited. Such mechanisms are not only a fire hazard, but also deposit sticky soot that damages the organ mechanism and cannot be removed from the interior of the Hall.
14. Helium balloons are not permitted in the auditorium or Rotunda. We are unable to remove the balloons from the ceiling and more importantly, they are easily sucked into the organ and can cause major damage.
15. Damages to the Hall are the sole responsibility of the user.
16. It is mandatory that a University Fire Marshall inspects all stage set-ups and obstructions.
17. ABSOLUTELY NO FOOD OR BEVERAGES of any kind are allowed in Woolsey Hall at any time and users of the space are responsible for clean up after their event.
18. Per the Yale University Fire Marshall, ushers are required for each production. Users must coordinate with the stage manager to confirm number of ushers required for their event.

*** Insurance companies should contact the Yale Risk Management Office at 203-432-0140 for details.**