

Wednesday, May 15, 2024

Perris High School ("Client") and Live Nation Worldwide, Inc. ("LN") agree on the following terms, conditions and definitions (the "Agreement") with regard to Client licensing the premises described below to host Client's upcoming event:

CLIENT:	<b>Perris Union High School District</b> 175 E Nuevo Rd Perris, CA 92571 Sylvia Hinojosa Email: sylvia.hinojosa@puhsd.org
EVENT: EVENT NUMBER:	Perris High School Winter Formal RVS02491
VENUE:	<b>Riverside Municipal Auditorium ("Venue")</b> 3485 Mission Inn Ave, Riverside, CA 92501 Sales Rep: Hayley Monge Sales Rep Phone: (951) 335-3463 Sales Rep Email: hayleymonge@livenation.com
LOCATION IN VENUE: DATE & TIME:	Main Music Hall & Courtyard ("Space") Date of Event: Friday, December 20, 2024 Load In: begins at 4:00 pm on Friday, December 20, 2024 Event begins at 7:00 pm and ends at 11:00 pm on Friday, December 20, 2024 Load Out: completed by 12:00 am on Friday, December 20, 2024
COST/FEES/OTHER: Revenue Guarantee: Event Cost: Estimated Guest Count: Origination Fee (if applicable): Concession Buyout Fee (if applicable):	A minimum of \$12,600.00 ("Revenue Guarantee") \$12,600.00 ("Event Cost") (As more fully described in the attached Special Event Order (the "SEO") 250 ("Estimated Guest Count") \$7,500.00 ("Origination Fee") WAIVED \$5.00/per person ("Concession Buyout Fee)"
ADDITIONAL REQUIREMENTS: Agreement Due By: Certificate(s) of Insurance Due By: Deposit: Balance of Event Cost Due By: Form of Payment for Deposit and Balance of Event Cost: Final Menu and Beverage Service (if applicable) Due in Writing By:	<ul> <li>6/12/2024</li> <li>Seven (7) days prior to Event date</li> <li>12/13/2024</li> <li>An amount of \$2,000.00 is due upon execution of this Agreement ("Deposit").</li> <li>If Event is more than 90 days out: Thirty (30) days prior to the Event date.</li> <li>If Event is less than 90 days out: Seven (7) days prior to the Event date.</li> <li>Payments made less than fourteen (14) days prior to the Event may be paid by cash, credit card, cashier's check, money order or ACH. Company and personal checks will not be accepted.</li> <li>Payments made fourteen (14) or more days prior to the Event may be paid by cash, credit card, cashier's check, money order, ACH or company checks.</li> <li>Personal checks will not be accepted.</li> <li>12/6/2024</li> </ul>

LN's standard terms and conditions are attached as **Exhibit A** and incorporated herewith.

Name: Sylvia Hinojosa ACCEPTED AND AGREED as of the date first written above:

# **Perris Union High School District**

# LIVE NATION WORLDWIDE, INC.

Sylvia Hinojosa, on behalf of Perris High School Hayley Monge, on behalf of LN

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT A SPECIAL EVENT AGREEMENT TERMS AND CONDITIONS

1. <u>License</u>. LN grants to Client the privilege and license to use the Space to present the Event on the dates and during the hours provided above.

2. <u>Financial Settlement</u>.

A. If a signed copy of this Agreement and the Deposit have not been received by LN prior to the date provided above, LN shall have the right to contract with other parties for the use of the Space without further notice or liability to Client.
B. Client agrees to pay LN the greater of the total Event Cost as set forth in the SEO, or all costs and expenses incurred by LN in connection with the Event, including, without limitation, catering, security, artist guarantees, production, room rental fees, and staffing, which may include overtime wages, payments or other expenses incurred by LN if the Event lasts longer than the agreed-upon hours.

C. Client agrees to spend at least the Revenue Guarantee. The Revenue Guarantee does not include any applicable taxes, administrative fees, gratuities, retail, tickets, talent charges and any other charges in the SEO, all of which are due and payable by Client. Administrative fees shall be allocated for administrative overhead, documentation, preparations, and proper management of events. The administrative fee is not, nor is it intended to be, a service charge, tip or gratuity for wait staff, service employees or service bartenders.

D. The Event Cost is an initial estimate of the total cost of the Event listed in the SEO (which may be amended in writing by both parties to reflect any changes to the Event or the Event Cost). The actual cost for the Event may increase based on Client's requirements or requests, and Client agrees to pay all such costs and expenses in excess of the Event Cost. E. Client will provide a final guaranteed guest count to LN no later than 11:00 a.m. local time seven (7) business days prior to the Event ("Final Guaranteed Guest Count"). If the Event Cost is based on a per guest charge, Client will be charged according to the Estimated Guest Count, the Final Guaranteed Guest Count or the actual guest count, whichever is greater. LN does not guarantee that it can accommodate food, beverages and other services for more than five percent (5%) above the Estimated Guest Count.

F. To guarantee payment for all amounts due in connection with the Event, a credit card authorization form, attached as **Exhibit B**, must be completed, signed and returned with this Agreement. The completed credit card form authorizes LN to process any and all outstanding balances due, including liquidated damages. Client's execution of this Agreement and the attached credit card authorization form authorizes LN to process charges set forth above against the credit card without further notice to Client. If any payment is not received by LN when due, LN may terminate this Agreement and retain the Deposit.

G. The parties acknowledge that the actual damages LN would likely suffer from Client's cancellation of the Event would be extremely difficult, if not impossible, to calculate, due to the uncertainty involved in reselling the Space. Accordingly, in the event of such cancellation, Client shall pay LN liquidated damages as set forth below, which both parties agree is fair and reasonable compensation to LN for such breach and is not intended to serve as a punishment or penalty to Client:

Receipt of Notice of cancellation prior to Event:	<u>% of Event Cost:</u>
30 Days or More	75% of the <u>Event Cost</u>
0-29 Days	100% of the Event Cost

All cancellation notices must be made in writing. The liquidated damages, less any Deposits already received, as well as any unrecovered and unrefunded costs or expenses associated with the Event shall be paid to LN by Client within three (3) business days following Client's cancellation of the Event.

3. <u>Parking</u>: <u>Loading</u>. If parking is ordinarily available at the Venue, all parking operations shall be conducted by LN's designated parking concessionaire unless otherwise agreed in writing by LN. Client or Client's guests shall be responsible for paying all applicable charges for parking at the Venue. All proceeds of parking operations shall be retained solely by LN, unless added by Client as a line item expense to the SEO. Client's delivery arrangements that require a loading dock must be coordinated with LN forty eight (48) hours in advance of use.

4. <u>Concessions</u>.

A. Unless otherwise provided in the SEO, LN's designated food and beverage concessionaire ("Concessionaire") shall sell all food and beverages and retain all profits therefrom. Client shall work with LN regarding all commercially reasonable food and beverage (including alcohol) related matters. If merchandise will be available for sale during the Event, LN's designated merchandise vendor shall sell the merchandise and retain a mutually agreed upon portion of merchandise revenue, net of tax, credit card processing fees and bootleg security.

B. No food or beverage of any kind may be brought onto or taken from the Venue without prior written permission from LN. Client acknowledges that LN and the Concessionaire have the right to make reasonable menu substitutions.

C. If LN permits Client to utilize a third party catering service ("Outside Caterer") to provide food services, Client shall pay LN the Concession Buyout Fee, if applicable, and ensure that such Outside Caterer will not provide alcoholic beverages. Client will indemnify, defend and hold harmless the LN Parties (as herein defined) and Concessionaire from any claims, suits, losses, injuries, liability and damages (including reasonable attorneys' fees and court costs) (collectively, "Claims") arising in connection with the Outside Caterer's acts, omissions, negligence or services.

5. <u>Booth/Commercial Space</u>. If Client desires to sell booth/commercial space ("Booth Space") at the Venue to vendors or exhibitors or desires to permit vendors or exhibitors at the Venue in connection with the Event, Client shall comply with the

following:

6.

A. Client will first obtain LN's written approval of each Booth Space and the applicable vendors or exhibitors. B. Client will be solely responsible for causing the applicable vendors or exhibitors of each Booth Space to comply with all statutes, rules, regulations and orders of any governmental authority (including any necessary permits) and any interpretation, application or order of any governmental authority or court, (collectively, "Applicable Laws") and all Venue rules and regulations.

C. Client will be solely responsible for ensuring payment of any and all taxes or other fees associated with the Booth Spaces.

# Use of LN Name/Recording Rights/Photography.

A. Subject to LN's prior review and written approval, Client may use the Venue name and/or logo in printed materials or other media used to announce or promote the Event.

B. Unless Client executes and delivers the attached Recording Addendum to LN, Client shall not conduct or permit any photography, film, video, audio or other recording of the Event ("Client Recordings"). Notwithstanding the foregoing, Client's guests may photograph and record the Event for their personal use. To the extent any Client Recordings are permitted, Client grants to LN a worldwide, unlimited, irrevocable, royalty-free and perpetual license to reproduce, display, transmit and copy such Client Recordings for the purpose of LN Marketing (defined below). LN may "crop" or use only a selected portion of a Client Recording. Solely for the purposes contemplated in this paragraph, Client agrees to make a reasonable amount or number of the Client Recordings available to LN in a format requested by LN, at LN's expense.

C. LN shall be permitted to photograph and record the Event (the "LN Recordings") and use the LN Recordings for the purpose of promoting or marketing the business of LN or its affiliates ("LN Marketing"). LN owns all rights in and to the LN Recordings.

7. <u>Charitable Donations</u>. If LN permits and Client obtains the right to collect charitable donations in connection with the Event, Client shall comply with all Applicable Laws in collecting said donations and reporting same, and Client further agrees that it will be solely responsible for any liability related thereto.

8. <u>Tickets</u>. If Client's guests will be attending a scheduled show at the Venue, Client must purchase tickets for the show in advance. LN cannot guarantee ticket availability until tickets are purchased. All ticket purchases are non-refundable. Client shall not sell tickets to or promote the Event to the general public without the prior written approval of LN.

9. <u>Talent and Production Fees</u>. Client may engage LN to assist with booking talent for the Event pursuant to a separate booking agreement. If Client books its own talent for the Event, Client will provide LN a fully signed copy of the contract and all riders, will obtain all required rights, consents and licenses and will pay LN a booking fee equal to ten percent (10%) of the applicable artist guarantee. A separate production fee will be charged based on the talent's rider requirements.

10. <u>Use and Condition of Venue</u>.

A. <u>General Policies</u>. LN reserves the right to exclude or eject any and all objectionable persons from the Event or the Venue without liability.

B. <u>Operational Protocols</u>. Without limitation of any of Client's obligations herein, Client shall comply, and ensure that the Client Parties (defined below) are informed of and comply, with all LN and Venue guidelines, rules, regulations, and health and safety protocols related to the use and occupancy of the Venue and the operation of the Event (collectively, "Operational Protocols"). Client Parties who leave the Venue premises at any time during the Event are permitted reentry into the Venue following recheck by security.

C. <u>Acceptance of Venue</u>. Client accepts the condition of the Venue as is and agrees to return the Venue to LN in the same condition as accepted by Client (reasonable wear and tear excepted). Client agrees that the Venue is in satisfactory condition and fitness for presentation of the Event.

D. <u>No Alterations or Improvements</u>. Client shall not paint, drill into or in any way mar or deface any part of the Venue. Client shall pay LN for the cost and expenses of repairing any damage to the Venue caused by the Event within three (3) business days following the Event. Client shall not make any alterations or improvements in or to the Venue without LN's prior written consent.

E. <u>Abandoned Property</u>. LN may collect and have custody of all articles and personal property left on the Venue or at the Venue after the dates and during the hours provided above. Any such property will be deemed abandoned by Client and may be disposed of by LN, as LN sees fit. Client will be solely responsible for any liability for any loss, damages, costs or expenses associated with such disposal.

#### F. PROHIBITED OBJECTS AND ACTIVITIES AT VENUE. WITHOUT THE PRIOR WRITTEN CONSENT OF LN, THE FOLLOWING ARE NOT PERMITTED IN THE VENUE OR THE SURROUNDING PROPERTY AT ANY TIME: OUTSIDE ALCOHOLIC BEVERAGES; DRONES; INTERACTIVE PHYSICAL GAMES AND ATTRACTIONS; MECHANICAL RIDES; ONSITE BODY ART AND PIERCING; EXOTIC ANIMALS; PYROTECHNICS; FIREARMS; WEAPONS; AND ILLEGAL DRUGS.

11. <u>Representations, Warranties and Covenants</u>.

A. Each party represents and warrants that it has full power and authority to enter into this Agreement and to engage in the contemplated transaction and that this Agreement is a valid obligation of and is binding upon each party.

B. If the Client is an entity, the person signing this Agreement on behalf of the Client represents and warrants that they have the authority to execute this Agreement on behalf of the Client.

C. If Client is executing this Agreement on behalf of a third-party client ("End Client'), Client represents and warrants that it is executing this agreement as an agent of End Client and that End Client has read and understood this Agreement and agrees to be bound by all covenants and obligations herein.

D.Client represents and warrants that it is compliance with all Applicable Laws in connection with the Event and the

transactions contemplated by this Agreement and Client has or shall obtain any license or permits required for the Event. 12. <u>Indemnification</u>.

A. In addition to any other indemnification requirements in this Agreement, Client agrees to indemnify, defend and hold harmless LN (and its landlord(s), if any), and their respective parents, shareholders, members, partners, affiliates, divisions

and subsidiaries, and their respective officers, directors, managers, shareholders, employees, agents and representatives (collectively, "LN Parties") from and against any and all Claims arising or alleged to have arisen out of: (i) the negligence or willful misconduct of Client or its employees, agents, volunteers, contractors, patrons, quests, invitees, participants and performing artists involved in the Event ("Client Parties"); (ii) the presentation or performance of the Event, including Claims relating to any talent booked by Client for the Event; and/or (iii) Client's breach of any provision of this Agreement. The parties agree, however, that Client shall not be obligated to defend or indemnify an LN Party for any Claims that arise out of such LN Party's gross negligence or willful misconduct. Client's indemnity obligations hereunder shall not be restricted to proceeds received under any insurance policy. The indemnification provisions contained throughout this Agreement shall survive the termination of this Agreement.

#### Limitation of Liability and Waiver of Claims. 13.

A. Client shall be solely responsible for the conduct and activities of Client's employees, agents, contractors, guests and invitees and, for purposes of this Agreement, such conduct and activities shall be deemed conduct and activities of Client. B. Client agrees to use and occupy the Venue and instruct all other Client Parties that they will use and occupy the Venue at their own risk. Notwithstanding implementation of the Operational Protocols, Client specifically acknowledges that an inherent risk of exposure to Communicable Disease exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and those with underlying medical conditions are especially vulnerable. CLIENT ACKNOWLEDGES ON ITS BEHALF, AND ON BEHALF OF THE CLIENT PARTIES, THAT CLIENT AND THE CLIENT PARTIES VOLUNTARILY ASSUME ANY AND ALL RISKS RELATED TO EXPOSURE TO COVID-19 AS WELL AS ANY OTHER COMMUNICABLE DISEASE FROM THE EVENT AND THE VENUE AND HEREBY RELEASE THE LN PARTIES FROM LIABILITY IN CONNECTION THEREWITH.

C. Client agrees that Client places material, equipment and other property in the Venue at its own risk and releases the LN parties from all Claims for any damage or injury arising therefrom.

D. Client shall adhere to and ensure all Client Parties adhere to all Applicable Laws in connection with the Event, all government and health and safety guidelines, and all LN rules applicable to the Venue.

E. LN shall not be responsible, under any circumstances, for any loss or damage occurring to automobiles or the contents thereof brought to the Venue by Client's employees, subcontractors or guests.

F. In no event shall LN's aggregate liability to Client arising out of or relating to this Agreement exceed the amounts paid by Client hereunder.

G. Neither party will, under any circumstances, be liable for any incidental, punitive, exemplary, speculative or any consequential damages arising out of this Agreement; provided that the foregoing shall not be construed to cover any third party Claim with respect to which a party has committed to indemnify the other party herein.

Insurance Requirements. Client shall maintain and pay all premium costs for, and will ensure that all contractors of Client 14. maintain and pay for, insurance coverages in amounts set forth below that will cover the dates and the hours provided above (including load in and load out, if applicable), and shall deliver to LN a certificate of insurance listing the LN Parties as additional insureds for the coverages set forth in A. and B. below, with evidence of the coverages set forth in C. and D. below:

A. Commercial General Liability insurance subject to limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for any bodily injury and/or property damage claims, personal and advertising injury or products and completed operations liability.

B. Automobile Liability Insurance (if applicable): \$1,000,000.00

\$500,000.00 C. Employer's Liability Insurance: D.Workers' Compensation:

#### Statutory Requirements

If a certificate of insurance evidencing the required coverage and additional insured status is not received by LN when due, LN may terminate the Agreement and retain the Deposit and applicable liquidated damages. The required limits of insurance may be satisfied by any combination of primary and or excess/umbrella insurance coverage. If Client does not have its own insurance coverage, Client may purchase a policy through the Venue's Tenant User Liability Insurance Program (TULIP), if available, to satisfy the coverages required in A. above.

15. Sponsorships and Signage.

A. Client understands and agrees that LN has entered into and may enter into signage and sponsorship relationships related to the Venue for which LN will retain all proceeds. No signs or advertising boards, other than those authorized by LN in writing, will be allowed into, on or near the Venue. Client will not mark, cover or attempt to modify any signage at, on or near the Venue without the prior written consent of LN.

B. Client is required to obtain LN's prior written approval of any sponsorship relationships into which Client desires to enter for the Event.

Alcoholic Beverage Service. LN complies with and requires Client and all of Client's guests to adhere to all Applicable Laws 16. relating to the sale, service and consumption of alcoholic beverages. All LN staff are trained on, and LN requires all guests adhere to, all such Applicable Laws.

A.LN does not serve alcohol to minors under any circumstances, nor does LN allow persons who appear to be intoxicated to enter the Venue. Prior to service, guests must present current federal/state identification as proof of age.

B.LN does not permit outside alcohol to be brought into the Venue. Any guest caught bringing outside alcohol into the Venue or in possession of outside alcohol will be ejected from the Venue and prohibited from re-entry. If underage, a security officer will remain with the quest until a school official/parent/chaperone is able to escort the quest safely home. LN does not sell or serve alcoholic beverages to anyone who is, or appears to be, intoxicated.

C.LN does not knowingly allow individuals to become intoxicated at the Venue.

LN does not permit any individual to leave the Venue with alcohol, opened or unopened. D.

Confidentiality. Client shall keep and maintain the terms of this Agreement and the information shared relating to this 17. Agreement confidential except to the extent necessary to enforce the terms hereof or as required to comply with Applicable Laws

(such as for example, pursuant to a court order, or where a party must disclose such information to a tax advisor or accountant for purposes of preparing tax returns or financial statements). Client's confidentiality obligation shall survive the termination of this Agreement.

#### 18. <u>Miscellaneous</u>.

A. Third Party Beneficiaries; Assignment. Unless otherwise provided, this Agreement does not confer any rights or benefits upon any persons or entities other than LN and Client and their permitted, respective successors and assigns; provided that Client may not assign its rights and obligations under this Agreement without the prior written consent of LN.

B. Relationship of the Parties. Nothing contained in this Agreement will be deemed to constitute LN and Client as partners or joint venturers. Neither party has the legal authority to bind or commit the other party in any way except as set forth herein. C. Entire Agreement and Modification. This Agreement (including the attached exhibits), any fully executed SEO in connection with this Agreement, the Recording Addendum, if applicable, and any other fully executed documents entered into in connection with this Agreement contain the entire agreement between the parties relating to the subject matter hereof. This Agreement and any documents entered into in connection with this Agreement and any documents entered into in connection with this Agreement and any documents entered into in connection with this Agreement and any documents entered into in connection with this Agreement and any documents entered into in connection with this Agreement may not be amended, revised or terminated except by a written instrument executed by both parties.

D.Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Venue is located, without giving effect to its choice of law principles.

E. Use by LN. Client acknowledges that LN has the right to occupy and use the Venue at all times and to license any portion, provided that such use or license does not materially interfere with Client's use of the Space.

F. Utilities. No interruption or malfunction of any utility services, whether such services are provided by LN or arranged for by Client, shall: (i) constitute an eviction or disturbance of Client's use and possession of the Space or a breach by LN of any obligations hereunder; (ii) render LN liable for any damages; or (iii) entitle Client to be relieved of any obligations hereunder. In the event of any such interruption of service provided by LN, LN shall use commercially reasonable efforts to restore such service.

G.Force Majeure. The failure of any party hereto to comply with the terms and conditions hereof because of a "Force Majeure Occurrence" shall not be deemed a breach of this Agreement. "Force Majeure Occurrence" shall be defined to include, without limitation, Acts of God, strikes, labor disputes, war, fire, earthquake, serious weather anomalies, acts of public enemies, acts of terrorism, epidemic, action of any governmental authority, or other event or reason beyond the reasonable control of a party that in each case makes the non-performing party's performance impossible or impracticable. A party must deliver to the other party written notice of a Force Majeure Occurrence prior to the occurrence of the Event for the Event to be cancelled. If the Event is cancelled due to a Force Majeure Occurrence, each party shall be relieved of its obligations hereunder with respect to the performance so prevented. In such event neither party shall have a claim against the other party except that Client shall be responsible for bearing the cost of any unrecovered expenses actually incurred by LN prior to such cancellation. LN shall refund Deposits received from Client applicable to the performance so prevented to the extent they are greater than unrecovered expenses.

H.Taxes. Any and all taxes imposed by any governmental authority as a result of the presentation of the Event and/or performance of any services rendered by LN in connection with this Agreement shall be the sole responsibility of and paid for by Client at the time required by Applicable Laws (excepting any state or federal income tax imposed on LN). If Client is tax exempt, Client must provide a copy of Client's applicable tax exemption certificate issued by the state in which the Venue is located to LN upon execution of this Agreement.

I. Waiver and Invalidity. If either party fails to enforce any of the provisions of this Agreement or any rights or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

J. Prevailing Party. If either party institutes an action or proceeding against the other to enforce the terms of this Agreement, then the prevailing party in such action or proceeding will be entitled to recover from the other party the reasonable attorneys' fees and legal costs incurred therein.

K. Notices. All notices given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally with receipt acknowledged or sent by registered or certified mail or equivalent, if available, return receipt requested, or by email (which shall be confirmed by a writing sent by registered or certified mail or equivalent on the same day that such email is sent), or by nationally recognized overnight courier for next day delivery, addressed or sent to the parties at the addresses set forth herein with a copy to Live Nation Worldwide, Inc., 325 N. Maple Drive, Beverly Hills, California 90210, Attn: Senior Vice President, Legal Operations, legalhob@livenation.com.

L. Counterparts. This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of such counterparts shall be deemed an original.

# **RECORDING ADDENDUM**

This Recording Addendum (this "Addendum") supplements the Special Event Agreement (the "Agreement") dated <u>Wednesday, May 15, 2024</u> by and between <u>Perris High School</u> ("Client") and Live Nation Worldwide, Inc. ("LN"). All capitalized terms used but not defined in this Addendum shall have the same meanings set forth in the Agreement.

1. <u>License</u>. LN hereby grants Client the right to enter into the Space on the Event date to film, photograph, record, broadcast and/or transmit the Event (collectively, "Record" or "Recording"). Client may Record solely in locations approved by Venue staff. Client may not use additional lighting without the prior written approval of Venue staff. Client may not digitally manipulate or otherwise alter the image of the Venue without the prior written consent of LN. Client must work with a Venue coordinator in preparing and undertaking the planning, logistics and execution of Recording and abide by all reasonable recommendations and requirements of the Venue coordinator.

2. <u>Clearances and Costs of Recording</u>. Client will be responsible for obtaining and paying all required rights and clearances that may be necessary in connection with Recording the Event. Client will be responsible for all costs and expenses associated with Recording, and LN may, in its discretion, require payment of such costs and expenses in advance of Recording.

3. <u>Ownership</u>. Subject to the following, Client and its assigns will own all rights in and to the footage and other material resulting from Recording the Event ("Material").

A. Client may use the Material for non-commercial archival and editorial purposes. Client will have no right to use the Material in whole or in part for any commercial purpose without the prior written consent of LN and the performing artist(s), where applicable.

B. Upon payment of the Origination Fee and any union fees described below, Client may use the Material for a commercial purpose throughout the universe, in perpetuity, in any manner and in any media, whether now known or later created.

4. <u>Union Fees</u>. Client will be responsible for any and all fees due to Venue staff as may be required under Venue's collective bargaining agreements for Recording the Event, and LN may, in its discretion, require payment of such costs and expenses in advance of Recording. If Client and its permitted assignees subsequently choose to exploit the Material for a commercial purpose, Client must pay additional fees to LN to cover required fees due to Venue staff.

5. <u>LN Properties</u>. Client will not use any LN or Venue names, marks or other properties owned by LN or its affiliated companies or sponsors (collectively "Properties") in connection with the Material without the prior written consent by LN. Notwithstanding the foregoing, Client may include Properties in the Material solely as they may appear on signs on display at the Venue at the time of Recording; provided that to the extent any signs display third party trademarks, Client will either: (a) obtain the necessary consent from the third party to include its trademarks in the Material; or (b) blur the trademarks within the Material so that they are not distinguishable. LN and Venue will be credited in any broadcast or other publication of the Recording as follows: "Recorded at <u>Riverside</u> <u>Municipal Auditorium</u> by permission of Live Nation Worldwide, Inc"..

6. <u>No Disparaging Remarks</u>. Client represents, warrants and covenants that the Material and the exploitation of the Material will not include any disparaging remarks, comments or actions about or toward the Venue, the LN Parties, or any sponsors of the Venue. 7. <u>Insurance</u>. If the Recording is being used for non-editorial commercial purposes, Client shall also maintain appropriate standard Errors and Omissions coverage applicable to the Recording with limits of not less than One Million Dollars (\$1,000,000.00). Such E & O Coverage shall have standard coverage, including, but not limited to, defamation, infringement of copyright, infringement of rights in material to be broadcast or in the manner of presentation thereof, invasion of privacy rights and unauthorized use of material.

ACCEPTED AND AGREED:

#### Perris Union High School District

Sylvia Hinojosa, on behalf of Perris High School Hayley Monge, on behalf of LN

Date:

Date:

LIVE NATION WORLDWIDE, INC.

CB	THIS CERTIFICATE IS ISSUED AS A MATTER CERTIFICATE DOES NOT AFFIRMATIVELY OR SELOW. THIS CERTIFICATE OF INSURANCE REPRESENTATIVE OR PRODUCER, AND THE C	DOES NOT CONST	ITUTE A C	D OR ALT	ER THE CO	VERAGE AFFORDED B	E HOL	POLICIES
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	AUTOMOBILE LIABILITY	/				(COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,00
	ALL OWNED SCHEDULED	Della Martin		Eff Date	E	BODILY INJURY (Per person)	\$	
	AUTOS AUTOS	Policy Number		Eff Date	Exp Date	BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
	X HIRED AUTOS AUTOS					(Per accident)	\$	
-	UMBRELLA LIAB COCCUP		-				_	
		$\sim$				EACH OCCURRENCE	\$	
	GLAMS-MADE	( 1				AGGREGATE	\$	
	DED RETENTION S WORKERS COMPENSATION					X WC STATU- TORY LIMITS ER	\$	
	AND EMPLOYERS' LIABILITY Y/N	And the second second second						1.000.00
	ANY PROPRIETOR/PARTNER/EXECUTIVE	Policy Number		Eff Date	Exp Date	EL. EACH ACCIDENT	\$	1,000,00
	(Mandatory in NH) If yes, describe under					E.L. DISEASE - EA EMPLOYEE	\$	1,000,00
I	DÉSCRIPTION OF OPERATIONS below					EL. DISEASE - POLICY LIMIT	•	.,
	SCRIPTION OF OPERATION // LOCA ON // VEHICLES (Attach/ ve Nation Worldwide, Inc. and its landlord or license blectively, the downed is and their respective off ditional insureds is respects to the operations of the required to source per written contract, but only to t builty that insure our af the acts or omissions of the required to source per written contract, but only to t builty. Waive of Subrogation applies to all covera	r, if applicable, and e icers, directors, share he Named Insured,its named insured; and d he extent of the liabili	each of their holders, emp agents, emp of any other	parents, par ployees, age ployees, rep person or or	tners, affiliate nts and repre- esentatives a ganization fo	esentatives are Primary an and contractors but only wi r whose act or omissions t	d Non-o th resp he nam	contributory ect to
	RTIFICATE HOLDER	10000	CANO	ELLATION	u U			
			CANC	ELLATION				
1						ESCRIBED POLICIES BE C		
-	Live Nation Worldwide, Inc.					EREOF, NOTICE WILL E	BE DEI	IVERED IN
	9348 Civic Center Dr.		ACCI	URDANCE W	In the PULL	at FROMINIONS.		
	Beverly Hills, CA 90210		AUTHOR	ZED REPRESE	NTATIVE			
			1.1.1.1					
	T. C.							



Client/OrganizationEvent DatePerris High School12/20/2024 (Fri)		Booking ContactSite ContactAngelica Osuna		I	Event # RVS02491	
Address 175 E Nuevo Rd, Perris, CA 92571		Booking Tel (323) 842-9879			Gtd Guests 250	
Event NameSales RepPerris High School Winter FormalHayley Monge		Oracle Project ID		Rome Even	nt ID	

1	ROOM RENTAL - MAIN MUSIC HALL & COURTYARD - FRI-SAT @ 8,000.00	8,000.00
1	ROOM RENTAL - MAIN MUSIC HALL & COURTYARD - FRI-SAT - EXTENSION FEE @ 1,000.00	1,000.00
1	EVENT SECURITY - EARLY VENUE ACCESS @ 500.00	500.00
1	PRODUCTION CREW @ 2,000.00	2,000.00
1	EMT @ 350.00	350.00
1	POST EVENT FULL VENUE CLEANING @ 750.00	750.00

	Food	Beverage	Liquor	Equipment	Labor	Room	Other	Total
Subtotal	0.00	0.00	0.00	0.00	3,600.00	9,000.00	0.00	12,600.00
Total	0.00	0.00	0.00	0.00	3,600.00	9,000.00	0.00	12,600.00
						Paid		0.00
						Balance		12,600.00

#### Please Remit the Following:

Next Payment Due: \$2,000.00 no later than 6/12/2024

#### Payment by Electronic Transfer is Preferred

HSBC Bank USA, N.A. 425 Fifth Avenue, New York, NY 10018 Account Name: Live Nation Worldwide, Inc. – Concerts - Venues Account #751717509 & Routing #021001088 or ACT/ABA #02000020 SWIFT# MRMDUS33

# If Paying via Company Check, Make Payable and Remit to:

Live Nation Worldwide, Inc. Attn: Special Events 3801 Mission Inn Avenue Riverside, CA 92501



# Special Event Order

Last Revised: 5/9/2024 05:16 pm

Client/OrganizationEvent DatePerris High School12/20/2024 (Fri)		Booking Contact Angelica Osuna	Site Contact		Event # RVS02491	
Address 175 E Nuevo Rd, Perris, CA 92571	Booking Tel (323) 842-9879	Site Cell		Gtd Guests 250		
Event Name Perris High School Winter Formal	Sales Rep Hayley Monge	Oracle Project ID		Rome Ever	nt ID	

			F	Room / Time				
Date	Banquet Room	Load In	Start	End	Load Out	Description	Setu	o Style
12/20/2024-Fri	Main Music Hall & Courtyard	4:00 pm	7:00 pm	11:00 pm	12:00 am	Reception	Banq	uet
			Food	I / Service Items				
Food/Service Iter	ns					Qty	Price	Total
Room Rental								
ROOM RENTAL - MAIN MUSIC HALL & COURTYARD - FRI-SAT18,000.008,000.00This restored Mission revival style venue inspires awe with its stained glass windows and beautiful exterior, making it the perfect location to host your next corporate event, private concert, wedding, reception, school dance or business meeting. Accommodating 25 to 1,500 guests, the Riverside Municipal Auditorium is located 							8,000.00	
* 2-Hour Load-In * Music Hall, Mai * In-House Inver * Basic House Lig	Rental Includes * 2-Hour Load-In, 4-Hour Event, 1-Hour Load-Out / 7 Hours of Total Event Time * Music Hall, Main Lobby, Courtyard, Garden Rooms, Veranda, Dressing Rooms * In-House Inventory of Tables & Chairs * Basic House Lights and Power * (8) Parking Spots in Gated, On-Site Lot * Housekeeping							
ROOM RENTAL - MAIN MUSIC HALL & COURTYARD - FRI-SAT - EXTENSION11,000.00FEE \$1,000.00 Per Hour Extension Fee Beyond 7-Hour Total Event Time. Additional Labor Costs Will Apply.11,000.00							1,000.00	
Food								
Taste of the Tow * A Buy-Out Fee	be provided by on n, Maddilicious Ca of \$10/per guest i rs must be approv	itering, Colett is required to	e's Catering. bring in an Oເ	utside Caterer.	ering,			

#### Labor

# EVENT SECURITY - INCLUDED WITH RENTAL

Event Security are determined based on the number of guests and the selected room(s) in use.

<ul> <li>* Security Supervisor</li> <li>* Security Staff</li> <li>* School to provide Resource Officer (if available) &amp; Chaperones</li> </ul>			
EVENT SECURITY - EARLY VENUE ACCESS * Back Lot Security	1	500.00	500.00
EVENT CREW - INCLUDED WITH RENTAL Event Crew are determined based on the number of guests and the selected room(s) in use. Additional Staff quoted as needed @ \$30.00 Per Hour, Per Crew Member. * Logistics Liaison * Event Supervisor * Set-Up & Break-Down Crew * Front of House Crew			
<ul> <li>EMT</li> <li>* (1) Emergency Medical Technician is required for events anticipating 300+ occupancy</li> <li>* (1) EMT from 7:00PM to 11:00PM at \$75.00 Per Hour/Per Medic</li> <li>* (1) Venue Supply Kit \$50.00</li> <li>* (4) Hour Minimum</li> </ul>	1	350.00	350.00
POST EVENT FULL VENUE CLEANING	1	750.00	750.00
Production			
<b>HOUSE PRODUCTION PACKAGE</b> We offer a full concert stage, house power and house lighting within the room rental fee. We offer a pre-booking consultation with our in-house Production Manager to assess anticipated costs of AV, sound, lighting and requested artist rider requests.			
<b>PRODUCTION CREW</b> Our skilled technicians are ready to assist with all of your production needs. Additional Staff quoted as needed @ \$40.00 Per Hour, Per Staff Member. * (1) Production Manager * (1) Stage Manager * (1) Sound Tech * (1) Lighting Tech	1	2,000.00	2,000.00
Talent			

#### NEED NAME TALENT? WE CAN HELP!

As the world's largest live entertainment company, our talent buyers are the best in the business. Utilizing relationships and buying power, we have access to top national acts and artists. Let us help you book your favorite entertainment, in or out of a Live Nation venue. Ask your sales manager about local entertainment options including DJs, Casino, Team Building Options, Photographers, Atmosphere Entertainers and More!

#### Other

#### **RENTALS & DÉCOR**

We have existing relationships with some of the best vendors in Riverside. We are happy to include rental items within a customized proposal for your event.

# **ORIGINATION FEE**

Live Nation reserves the right to charge a photography fee for the grant of Photography and Filming.

#### **ESTIMATED EVENT COST**

The Estimated Event Cost is an initial estimate of the total cost of the Event. The

5/9/2024 - 5:16:29 PM

Special Event Order will detail the projected accommodations and logistics for the Event. The Special Event Order may be amended by the parties to reflect any changes to the Event. The Estimated Event Cost and the amounts set forth in the Special Event Order are good faith estimates of the total cost of the Event. The actual cost for the Event may increase based on the Licensee's subsequent requirements or requests, Licensee agrees to pay all such costs in excess of the Estimated Event Cost.

Event Costs	
Production	2,000.00
Room Rental	9,000.00
Other	1,600.00
Food Tax	0.00
Liquor Tax	0.00
Total Tax	0.00
Total	12,600.00
Next Payment Due	0.00
Paid	0.00
Balance	12,600.00

Administrative fees shall be allocated for administrative overhead, documentation, preparations, and proper management of events. The administrative fee is not, nor is it intended to be, a service charge, tip or gratuity for wait staff, service employees or service bartenders.

Please Sign below and return original copy of this agreement to confirm your event.

ACCEPTED AND AGREED:

# Perris High School

Angelica Osuna

Title: \_\_\_\_\_\_

Date: \_\_\_\_\_

Live Nation Worldwide, Inc.

Hayley Monge

Title: \_\_\_\_\_\_

Date: \_\_\_\_\_