

## LICENSE AGREEMENT

**Licensee's Name:** Raytown School District  
**State of Organization:** Missouri  
**Licensee's Address:** 6608 Raytown Rd,  
Raytown MO 64133

**Facility ("Facility"):** Cable Dahmer Arena, 19100 East Valley  
View Parkway, Independence, MO 64055

**Contact Person Name:** Dr. Chris Greiner/Kathy  
Thompson  
**Contact Person Phone #:** 816-268-7013  
**Kathy.Thompson@raytownschools.org**

**Date(s)/Times(s) of use ("Term"):** Sunday, May 21, 2023  
8:00 a.m. to 11:00 p.m. Event times: 10:00 a.m. and 2:00 p.m.

**Expected attendance:** 4,500 per school

**Area(s) of Facility that Licensee may use ("Licensed Areas"):** Arena floor, seating facilities, access areas, public address and scoreboards, sound systems, dressing rooms, press rooms, corridors, stairways, walks and lavatories in or about the Arena and such other areas or parts of the Arena as may be necessary for the presentation of the event.

**Description of event to be held ("Event"):** Raytown and Raytown South High School Graduations

**Deposit amount & due date:** \$10,500 deposit due no later than Thursday, December 8, 2022, and \$10,500 due on Thursday April 13, 2023.

**Fee:** \$21,000.00 *plus* the reimbursable expenses described in this Agreement, including, without limitation, Section 2 below, which are estimated to be \$4,500 for Ushers/Security, Police and Fire Personnel, EMT's, Video Production and any additional rental items. Facility will be responsible for expenses up to \$3,500. Any charges in excess of \$3,500, will be a reimbursable expense by Licensee. ("Fee").

**Fee due date:** upon settlement of event

This License Agreement ("Agreement") is between Global Spectrum, L.P., a Delaware limited partnership, as agent on behalf of Independence Events Center Management Corporation ("Venue"), and the licensee listed above ("Licensee"). Venue and Licensee agree as follows:

- 1. Grant of License.** Subject to the terms and conditions of this Agreement, Venue grants Licensee a limited license to enter the Facility and access the Licensed Areas during the Term for the purpose of holding the Event. The Term may not be extended without the Venue's prior written approval and any approved extension may result in additional fees.
- 2. Duties of the Venue.** The Venue shall, at Licensee's sole cost, provide (or cause to be provided) personnel necessary to set-up and take-down the Event, security personnel and other necessary support services customarily provided by the Venue for a like event, and additional items, equipment, personnel and services which Licensee requests to be provided in connection with the Event and which the Venue is reasonably able to provide, such as personnel necessary for production requirements, and lighting and/or sound equipment, all of which shall be subject to the approval of the Venue. Food and beverage are not included in Fees and must be purchased separately from the food and beverage concessionaire for the Facility and from no other party.
- 3. Fees.** Licensee shall pay the Venue the Fee prior to the Event by no later than the due date set forth above. Following the Event, the Venue shall determine its actual costs incurred in connection with Licensee's use. In the event such actual costs are less than the estimated costs paid by Licensee, the Venue shall reimburse Licensee the difference, and if such actual costs are greater, Licensee shall promptly pay Venue the difference. In the event Licensee fails to make any payment when due, interest shall accrue at the rate of 1 ½ % per month (18% per annum), or the maximum rate permitted by law, whichever is less. The form of payment shall be money order, wire transfer, or certified check, unless agreed to otherwise by the Venue.
- 4. Non-Refundable Deposit.** A non-refundable deposit in the amount set forth above is payable to the Venue upon execution of this Agreement. Such deposit shall be credited to the Fee. Licensee shall not be entitled to the payment of any interest on the deposit. This deposit is non-refundable without regard to whether Licensee uses the Facility unless such non-use is due to an Event of Force Majeure or due to a termination of this Agreement by Licensee under Section 8.
- 5. Licenses & Permits.** Licensee shall secure in advance, prior to commencement of the Term, all licenses, permits, and approvals required under applicable laws in connection with its use of the Facility for the Event, including, without limitation, any permits required by the fire department or licenses required by any performance rights organizations for music utilized in the Event.
- 6. Indemnification & Release of Liability.** Licensee hereby agrees to indemnify, defend, save and hold harmless the Venue, Global Spectrum, L.P., Ovations Food Services, L.P., the owner of the Facility, and any other present or future lender providing financing to the

owner of the Facility in connection with the construction or operation of the Facility, and their respective successors and assigns, and each of their respective partners, agents, officers, directors, employees and representatives (collectively, "Indemnitees") from and against any and all claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses ("Claims or Costs"), occasioned in connection with, arising or alleged to arise from, wholly or in part, (i) any breach of this Agreement by Licensee, or (ii) the exercise by Licensee of the privileges herein granted, or (iii) the acts or omissions, or violation of any applicable law, rule, regulation or order, of or by Licensee or any of its agents, owners, officers, directors, members, managers, representatives, contractors, exhibitors, employees, servants, players, guests, or invitees, participants or artists appearing in the Event (including support personnel in connection with the presentation of the Event), persons assisting Licensee (whether on a paid or voluntary basis) or any person admitted to the Facility by Licensee, during the Term or any other time while the Facility (or any part thereof) is used by or are under the control of Licensee, which shall include any and all COVID-19 related Claims or Costs asserted or alleged against Indemnitees arising out of the Event. Licensee shall be obligated to indemnify, defend, save and hold harmless Indemnitees for COVID-19 related Claims or Costs regardless of whether the Venue is alleged to have been negligent, in whole or in part. It is further the intent of this Agreement that this indemnity provision shall apply to any claims made by employees of Licensee against the Venue, and this Agreement is deemed a written agreement for indemnity under the workers' compensation laws of the state where the Facility is located. The Venue makes no warranty or representation to Licensee of any kind (express or implied) regarding the suitability of or compliance with applicable laws by the Facility for any aspect of Licensee's intended use. Licensee further agrees that the Facility is being provided "AS IS", "WHERE IS" and "WITH ANY AND ALL FAULTS" and without warranty, express or implied, as to the merchantability or fitness for the use thereof for any particular purpose. Licensee agrees that all of its property or property of others in or on the Facility shall be used and/or stored in the Facility at the sole risk of Licensee, and Licensee hereby waives and releases the Venue and the Indemnitees from any and all Claims or Costs related thereto to the fullest extent permitted by law. The provisions of this Section 6 shall survive any expiration or termination of this Agreement.

#### **7. Insurance.**

a. Licensee shall obtain, at its own cost and expense, commercial general liability insurance in the name of Licensee that names the Venue as a named insured, and which insures all operations of Licensee (including the operations of Licensee contemplated by this Agreement), and Licensee's contractual undertaking of the liability of another and Licensee's assumption of liability, as set forth in this Agreement. Such insurance shall be written with a limit of at least Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury, property damage and personal injury. Licensee shall cause such insurance to be endorsed with an endorsement that the insurance issued to Licensee shall be primary to and not contributory with any insurance coverage or self-insured program of the Venue or any of the other additional named insureds listed below, and that such insurance shall be excess to any insurance issued to Licensee. Licensee shall also cause the required policy to be endorsed to include the Indemnitees as additional insureds. Insurance effected or procured by Licensee hereunder will not reduce or limit Licensee's contractual obligation to indemnify and defend the indemnitees hereunder.

b. Licensee shall also maintain, at its own cost and expense, workers' compensation insurance in respect of all employees, players, performers and any borrowed, leased, or other person to whom such compensation may be payable by Licensee.

c. Licensee, at least thirty (30) days prior to the commencement of the Term (or immediately upon execution hereof, if less than thirty (30) days remain before the Term's commencement), shall provide to the Venue evidence of the insurance required. The policies shall also provide, and the certificate shall so note, that the coverages may not be canceled or that a major change in coverage may not be implemented without at least thirty (30) days' prior written notice given to the Venue. All insurance policies shall be issued by insurance companies rated state or commonwealth where the Venue is located or as otherwise agreed by the parties. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

d. The Venue shall also have the right to prohibit Licensee or any subcontractor of Licensee from entering the Facility until such certificates or other evidence that insurance has been obtained in complete compliance with this Agreement is received by the Venue. Licensee's failure to maintain the insurance required herein may, at the sole discretion of the Venue, result in termination of this Agreement. **IN THE EVENT OF SUCH TERMINATION BY THE VENUE, THERE SHALL BE NO FURTHER LIABILITY OF ANY KIND OR NATURE WHATSOEVER BY THE VENUE TO LICENSEE, AND THE VENUE SHALL RETAIN THE RIGHT TO PROCEED WITH A LEGAL ACTION AGAINST LICENSEE TO RECOVER ANY AND ALL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS) SUSTAINED BY THE VENUE BY REASON OF LICENSEE'S DEFAULT HEREUNDER.**

e. In the event that Licensee fails to procure and present the aforesaid insurance, the Venue shall have the right, but not the obligation, to do so on Licensee's behalf and at Licensee's expense and shall be entitled to reimbursement for the costs thereof as part of the Fee due and payable hereunder.

**8. Termination.** If either party fails to comply with any of the terms and conditions of this Agreement (including without limitation failure by Licensee to make any payment when due) and such failure is not remedied within 10 days of its receipt of written notice regarding such failure, the other party may terminate this Agreement by written notice, without prejudice to any other legal rights or remedies such other party may have. Notwithstanding the foregoing, in no event shall the Venue be liable for any special, consequential, indirect, or punitive damages.

**9. Compliance with Laws and Facility Rules.** Licensee shall comply with, and shall cause all of its employees, contractors, participants,

and invitees to comply with, all laws, regulations, and ordinances applicable to it in connection with its performance under this Agreement as well as all rules and regulations regarding the use of the Facility ("Compliance Obligations"). These Compliance Obligations include, without limitation, compliance with all laws, regulations, ordinances, and Facility rules implemented to reduce the risk of transmission of COVID-19. Unless otherwise expressly stated herein, any items or services provided by the Venue to Licensee to assist Licensee in performing its Compliance Obligations shall be the sole responsibility of Licensee and reimbursable to the Venue in accordance with Section 3.

**10. Use of the Facility.**

a. Licensee shall not, without the Venue's prior written consent, sell or bring into the Facility any equipment, food or beverages or any other items, or engage in any commercial or fundraising activity.

b. Licensee shall use the Facility in a safe and careful manner. Licensee shall not (and shall ensure that its employees, agents, and contractors do not) mar, deface or injure any part of the Facility. Upon expiration of the Term, Licensee shall deliver the Facility in as good condition and repair and in the condition received at the beginning of the Term, normal wear and tear excepted. Licensee must fully comply with the fire code of the jurisdiction where the Facility is located and all rules and standards of the local fire department, which may require securing a license or permit to conduct certain activities contemplated under this Agreement. Use of combustible material is forbidden. Licensee shall not (and shall ensure that its employees, agents, and contractors do not) cover or conceal in any manner whatsoever from public view or access the fire-fighting equipment in the Facility, such as fire extinguishers and fire hose cabinets and exits.

c. The use of the Facility shall be coordinated with a designated representative of the Venue, who shall have the right to be present at and supervise Licensee's activities. Licensee shall follow any and all reasonable instructions of the Venue's representative. The Venue does not relinquish the right to control the management of the Facility by virtue of Licensee's use. The Venue shall at all times have the right to limit the number of people attending the Event for the purpose of ensuring the safety of people and property at the Facility. If, in the sole judgment of the Venue, Licensee's or its guests' or invitees' use of the Facility poses a danger to the safety of others, or a risk of damage to the Facility or any property, the Venue may eject people from the Facility as it sees fit, restrict Licensee's activities at the Facility or time period of use, and/or cancel the Event and terminate this Agreement.

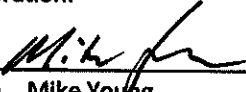
11. **Force Majeure.** Should the Facility or any material part thereof be destroyed or damaged by fire or by any other cause, or if any Event of Force Majeure shall render the fulfillment of this Agreement by the Venue impracticable, this Agreement shall terminate, and the Venue shall not be liable or responsible to Licensee for any damage or loss caused thereby. In such event, and provided that such casualty loss of Event of Force Majeure was not caused by an act or omission of Licensee or its employees, agents, representatives or affiliated parties, the Venue shall return the deposit to Licensee, less any out-of-pocket costs incurred by the Venue in connection with the Event (for which Licensee shall remain liable). Should Licensee be unable to take possession of the Facility or present the Event due to an Event of Force Majeure, without limiting the terms of the preceding two sentences, neither the Venue nor Licensee shall have any liability under the Agreement and Licensee, as its sole remedy and relief, shall receive a refund of any uncommitted or cancelable advance payments with the exception of the deposit, which is nonrefundable. "Event of Force Majeure" means any occurrence or condition beyond the reasonable control of the party asserting it that prevents such party from performing its obligations under this Agreement and may include, without limitation, fire, earthquake, flood, act of God, strike, lockout, or other labor dispute; provided, however, that under no circumstances shall the monetary inability of a party to perform be considered an Event of Force Majeure.

12. **Notices.** All notices shall be in writing and shall be deemed delivered 3 days after deposit in the U.S. mail, certified, return receipt requested, to the addresses set forth above. A copy of any notices sent to the Venue shall also be sent to: Spectra, 150 Rouse Blvd., Philadelphia, PA 19112, Attn: Legal Department.


13. **Governing Law and Venue.** This Agreement is governed by and is to be construed in accordance with the internal laws of state or commonwealth where the Facility is located, without regard to such states or commonwealth's conflict of laws principles. Any action arising out of or in connection with this Agreement or the conduct or acts of the parties hereunder shall be brought in the federal or state courts located in the city or county where the Facility is located, and the parties submit to the exclusive jurisdiction of those courts and consent to the venue in those courts.

14. **Miscellaneous.** This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes any and all prior agreements, understanding or communications between the parties whether written or oral. This Agreement may not be amended except by a writing signed by both parties. No waiver shall be effective unless it is in writing and is signed by the party to be charged. No delay or failure to exercise any right or remedy accruing to any party shall impair any such right or remedy, nor shall it be construed as a waiver of any future right or remedy. This Agreement shall be binding upon and inure to the benefit of all successors and permitted assigns. Licensee shall not assign or transfer this Agreement in whole or in part without the prior written consent of the Venue. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect. This Agreement may be executed in any number of counterparts (including by .pdf), each of which will be deemed an original, but all of which taken together shall constitute one single agreement.

Global Spectrum, L.P., as agent on behalf of  
Independence Events Center Management  
Corporation:

By:   
Name Mike Young  
Title: General Manager

Licensee:

By:   
Name DR. CHRIS GREINER  
Title: CHIEF EXECUTIVE  
ACADEMIC OFFICER  
RAYTOWN SCHOOLS