



GRAMMY Museum® Mississippi  
800 W. Sunflower Rd. | Cleveland, MS 38732  
662-441-0100 | sales@grammymuseumms.org

### GRAMMY MUSEUM MISSISSIPPI PRIVATE EVENT LICENSE AGREEMENT

This GRAMMY Museum® Mississippi Private Event License Agreement (this “**Agreement**”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **CLEVELAND MUSIC FOUNDATION, INC.** (“**Licensor**”), the operator of **The GRAMMY Museum® Mississippi**, located at 800 W. Sunflower Avenue, Cleveland, Mississippi 38732 (the “**Venue**”) and \_\_\_\_\_ (the “**Licensee**”). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

#### WITNESSETH:

**FOR A VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED**, the parties agree to the following:

1. **Terms of Use.** Licensee desires to use the Venue on the terms and conditions set forth below and in the Event Specification Sheet attached hereto as Exhibit A and by reference made a part hereof (the “**Event Sheet**”). Capitalized terms not otherwise defined below shall have the meanings ascribed thereto on the Event Sheet.
2. **License.** Licensor shall license to Licensee so much of the Venue which Licensor deems necessary for the proper presentation of the Event (the “**Premises**”) on the date(s) and at the time(s) specified on the Event Sheet. Licensee shall use such premises solely for the presentation of the Event and strictly within Licensor’s directives, rules and regulations. Licensee shall not enter any portion of the Venue designated by the Licensor to be off-limits including, without limitation, (a) the administrative offices, (b) all back-of-house or service areas, and (c) any other areas reserved by Licensor. Nothing herein shall preclude Licensor from permitting access to the Venue by other parties so long as the same does not materially interfere with Licensee’s use of the Premises for the presentation of the Event.
3. **License Fee.**
  - A. **License Fee.** For the license to use the Premises, Licensee shall pay Licensor the **Licensee Fee** and the **Additional Expenses** as specified on the Event Sheet. The services included in the License Fee are set forth on the Event Sheet. If the length of the Event exceeds the time specified under “Length of Event” on the Event Sheet or Licensee’s occupancy of the Premises extends beyond the time period set forth as the Move out Date & Time designated on the Event Sheet, Licensee shall also pay Licensor an additional charge in the amount of \$\_\_\_\_\_ per hour, or fraction thereof.
  - B. **Payments.** Upon execution of this Agreement, Licensee shall pay Licensor **the full amount** of the License Fee as specified on the Event Sheet in readily available funds (the “**Deposit**” as also reflected on the Event Sheet). In the event Licensee cancels the Event and such cancellation is not authorized under this Agreement, Licensee shall forfeit the Deposit, and Licensor shall be entitled to retain the Deposit as liquidated damages, not as a penalty, and Licensee also agrees to pay all expenses incurred by Licensor in connection with the Event. Licensee agrees to make any payments in cash or by bank or certified check. Licensee shall be responsible for paying to Licensor a four percent (4%) convenience charge for any payments or Deposits made using a credit card.

C. **Final Settlement.** The final settlement of the Event shall take place no later than 24 hours after the Event. To the extent Licensee fails to pay Licensor any amounts owing under this Agreement including, without limitation, the License Fee and Additional Expenses, Licensor shall be entitled to offset such amounts against any amounts owing by Licensor to Licensee. All pre-determined final amounts of Additional Expenses over and above the Deposit shall be received by Licensor no later than the deadline specified on the Event Sheet.

D. **Failure to Pay When Due.** In the event that Licensee fails to make any payment to Licensor in the amounts and manner provided herein, then Licensee shall be deemed in breach of this Agreement and Licensor may, in its sole discretion, terminate this License Agreement and the Event immediately without notice. In no event shall Licensee move-in or otherwise occupy the Premises unless the Deposit and any required Additional Expenses are received by Licensor.

#### 4. **Services Provided by Licensor.**

A. **The Facilities.** Licensor shall operate and maintain the Premises in good clean working order as reasonably necessary to carry on the presentation of the Event. Licensor shall provide customary and normal lighting, heating, air conditioning, electricity, and water (for ordinary drinking, toilet or janitorial purposes) at no additional cost to Licensee. Licensor shall not be in breach of this Agreement if Licensor's failure to provide any of the foregoing is caused by circumstances beyond its reasonable control. Licensee represents and warrants that it has inspected the Premises and the available utilities and facilities at the Venue, and that Licensee accepts them "AS IS." Also, Licensee agrees to quit and return the Premises to Licensor in the same condition as was accepted by Licensee, ordinary wear and tear excepted. Licensee shall be responsible for the costs associated with repairing and replacing any and all damages to the Venue or loss of property occurring in connection with the Event or Licensee's use of the Premises including, without limitation, damages caused by Licensee, its members, partners, owners, officers, directors, employees, contractors, agents and other persons assisting Licensee (whether on a paid or voluntary basis), patrons, guests and invitees, participants and artists appearing in the Event (including support personnel in connection with the presentation of the Event).

B. **Event Staffing.** For the Event, Licensor shall provide all personnel required to staff Venue, including, but not limited to, manager on duty, IT/AV technician, security, retail sales associates, housekeeping and such other personnel as Licensor, in its reasonable discretion, shall deem required, together with such additional personnel as Licensee may reasonably request. All final decisions regarding staffing levels shall be made by Licensor. All such personnel shall be provided only by or through Licensor. The costs of such personnel shall be the responsibility of Licensee unless otherwise explicitly set forth herein.

C. **Technical Control and Crowd Management.** Licensor shall retain the exclusive right of technical control and crowd management, including controlling access, stairways, elevators and escalators, light levels, interactive exhibits, films and/or the ability to shut off power in the Venue or to remove personnel (including technical personnel) and/or equipment from unauthorized areas.

D. **Food and Beverages.** No food or beverages are permitted in the Venue or the Premises. Unless such food, beverage, florists, photographer, musicians, orchestrator, or any other service provider has been approved by Licensor and is available on Licensor's Approved List ("**Approved List**").

5. **Obligations of Licensee.** In addition to the other obligations set forth in this Agreement, Licensee shall be responsible for the following:

A. **Performances; Production.** Licensee shall be solely responsible for the production of the Event as well as any performances at the Event including arranging for such performances, contracting with and paying all amounts owed to such performers in connection with their performance at the Event. Licensee shall also be solely responsible for all costs associated with and the coordination of the production of the Event as well as any performances at the Event.

B. **Licenses and Permits.** Licensee shall be responsible for obtaining all licenses or permits necessary for the Event, including any performances thereat, as required by Federal, State or local laws or ordinances, providing Licensor with written evidence of the same to Licensor upon request, and paying all costs associated with all taxes, excise or license fees related to Licensee's use of the Premises.

C. **Compliance with Laws and Licensor's Rules & Regulations.** Licensee shall abide by, and shall cause all of its agents, representatives and subcontractors, and all of the performers of the Event and such performers' respective agents, representatives and subcontractors to strictly abide by applicable law and all of Licensor's directives, instructions, rules and regulations. Licensee agrees to abide by any decibel level limitation imposed by Licensor.

D. **Observance of Public Safety.** Licensee shall at all times conduct its activities with full regard to the public safety and will observe and abide by all applicable regulations and requests by authorized governmental agencies responsible for public safety. All portions of the sidewalks, entries, doors, passages, halls, corridors, stairways, and all ways of access to public utilities of the Venue shall be kept unobstructed by Licensee and shall not be used for any purpose other than ingress and egress to and from such portions of the Premises unless Licensor otherwise agrees. In an effort to ensure public safety, Licensee agrees that neither it, nor any Event participant or artist, will make any comment or statement at any time that may incite or encourage the crowd to act in any manner that might cause injury or damage to any persons or property, including, without limitation, any equipment or property located at Venue. Licensee shall be solely responsible for, and hereby agrees to indemnify Licensor from all claims, costs, damages, injuries or losses incurred as a result of any such actions, statements or behavior by Event participants or artists.

E. **Responsible for Property.** Licensee shall be responsible for any property placed on the Premises by Licensee, its agents or representatives, any performer of the Event or such performer's agents or representatives. Licensor shall accept delivery of such property as a service to Licensee, and Licensee shall indemnify and hold harmless Licensor for any loss or damages to such property in the receipt, handling, care, and custody of such property at any time. Licensor assumes no responsibility for such property and Licensor is expressly relieved and discharged from any liability for any loss, injury or damage to such property while on the Premises. Licensee shall remove all such property from the Premises by the Move Out Date & Time specified on the Event Sheet. If Licensee fails to so remove such property, Licensee shall pay Licensor for any expense incurred by Licensor in removing and/or storing such property. In addition, Licensor may retain, use or destroy the same upon five (5) business days' notice to Licensee.

F. **Advertisements & Sponsors.** Licensor reserves the right to approve all advertisements of the Event. Licensor shall control all advertising space and signage at the Venue, and all receipts related thereto shall accrue solely to Licensor. All Event sponsors must be approved by Licensor in its sole discretion. Any signage rights allocated to any Event sponsor shall be subject to the exclusive control and approval of Licensor. Licensee shall **not use** the name or logos of Licensor or its affiliates except as expressly approved by Licensor in writing. **Contact Carlee Calderon at [ccalderon@grammymuseumsm.org](mailto:ccalderon@grammymuseumsm.org) at least four weeks prior to Event.**

6. **Photography/Filming/Recordings.** Photography/filming/recordings are absolutely prohibited in the Venue, unless expressly permitted by Licensor in advance and in writing. Licensee shall be solely responsible for, and hereby agrees to indemnify Licensor from all claims, costs, damages, injuries or losses incurred as a result of any such behavior by Event participants or artists.

7. **Force Majeure.** If the Event cannot take place, in whole or in part, or Licensor cannot perform any of its obligations hereunder because of an act or regulation of public authority, fire, riot or civil commotion, lockout or strike or other labor dispute, terrorist acts, acts or declarations of war, substantial interruption in, or substantial delay or failure of, technical facilities, war conditions, acts of God or other occurrence outside the reasonable control of Licensor ("**Force Majeure Event**"), Licensor shall have no obligation or liability whatsoever to Licensee as a result thereof. Licensor reserves the right to determine, in its reasonable discretion, when the Event should be cancelled because of a Force Majeure Event. Licensee shall be entitled to a refund of the License Fee and Additional Expenses to the extent the Event is cancelled by reason of a Force Majeure Event; provided that such fees shall be prorated, in the reasonable discretion of Licensor, if Licensee has made partial use of the Premises or if any expenses have already been paid or incurred by Licensor.

8. **Indemnification.** Notwithstanding any other provision in this Agreement, Licensee shall indemnify and hold harmless Licensor, Grammy Museum Foundation, Inc., National Academy of Recording Arts & Sciences, Inc., Anschutz Entertainment Group, Inc., LA Live Properties, LLC, and each of their respective parents, subsidiaries, and affiliates, and each of their respective owners, directors, officers, employees, representatives, agents, lenders, sponsors, successors and assigns (collectively, the "**Indemnitees**") harmless from any claim(s), losses, damages, liabilities, demands, liens, suits and expenses (collectively, "**Claims**") arising out of or related to (i) any performance of the Event; (ii) Licensee's use of the Premises; (iii) any breach of any of Licensee's covenants or obligations hereunder, (iv) any act or omission of Licensee, its

members, partners, officers, directors, employees, contractors, agents and other persons assisting Licensee (whether on a paid or voluntary basis), patrons, guests and invitees, participants and artists appearing in the Event (including support personnel in connection with the presentation of the Event), (v) any inaccuracy of any representation made by Licensee hereunder; (vi) any advertisement related to the Event, and (vii) the content of any song or verbal statement at any performance of the Event by any performer or other person under the control of Licensee.

9. **Termination.** If any party fails to substantially perform its material obligations hereunder (the “Defaulting Party”) in a manner that results in material harm, loss or other damage to the other party (“Event of Default”), and if curable, such Event of Default is not cured within two (2) business days after receipt by the Defaulting Party of written notice thereof, then the other party may terminate this Agreement by giving written notice thereof to the Defaulting Party. In addition, Licensor reserves the right to terminate this Agreement by written notice in the event it determines, in its reasonable judgment, that the work performed by Licensee is unsatisfactory or in any way does not meet the reasonable approval of Licensor. Upon termination of this Agreement by Licensor in accordance with the terms of this Agreement, Licensor may reenter the Premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession, and notwithstanding such termination, Licensee shall be fully responsible for payment of all amounts otherwise owing to Licensor under this Agreement including, without limitation, the License Fee and the Additional Expenses. Upon a proper termination of this Agreement by Licensee in accordance with this **Section 9**, Licensor shall return any portion of the Deposit not otherwise used to cover amounts owing by Licensee prior to such termination. **NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, ANY MONETARY LIABILITY OF LICENSOR OWING TO LICENSEE BY REASON OF A BREACH BY LICENSOR OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THE EVENT SHALL BE CAPPED AT THE AMOUNT OF THE DEPOSIT AND OTHER SUMS PAID BY LICENSEE TO LICENSOR UNDER THIS AGREEMENT.** With the exception of the foregoing cap to Licensor’s monetary obligations, the foregoing remedies are in addition to and not in lieu of any other rights or remedies available to the parties at law or to Licensor (but not Licensee) in equity.

10. **Insurance.** Licensee agrees, at its sole expense, to procure and maintain during the term of this License Agreement between Move-In Date & Time (or if earlier, the time that Licensee actually occupies or makes use of any portion of the Premises) and Move-Out Date & Time (or if later, the time that Licensee completely quits the Premises): Commercial General Liability insurance, on an occurrence form, including fire damage coverage and personal injury coverage (including but not limited to libel, slander, defamation of character, and discrimination) for the mutual benefit of Licensee, Licensor, the owners of the Venue and their tenants, successors and assigns, against all claims for personal injury, death or property damage arising out of Licensee’s use of the Venue during the date of event, in the amount of **\$1,000,000 combined single limit, \$2,000,000 in the aggregate.**

Should Licensee have employees at the venue, Licensee agrees, at its sole expense, to procure and maintain during the term of this License Agreement, workers compensation and employers liability insurance with employers liability limits in accordance with all statutory requirements covering all employees and other personnel of the Event (other than such persons as are employed by Licensor and its respective affiliates), which shall be evidenced on the certificate of insurance required to be provided in accordance with the below.

The commercial general liability insurance policy set forth above shall name as additional insureds the Indemnitees. All such insurance shall be primary insurance and shall provide that any right of subrogation against Licensee or the owners of the Venue and their successors and assigns are waived. There will be no charge to Licensor for such coverage and a certificate of insurance evidencing such coverage shall be furnished to Licensor by the deadline specified on the Event Sheet. If Licensee fails to provide Licensor with the required certificate of insurance by the deadline specified on the Event Sheet, Licensor may, in its sole and absolute judgment, either (i) acquire, at Licensee's expense, such insurance as Licensor determines in its sole judgment to be necessary in order to protect the Indemnitees from any of the matters to be covered hereunder, or (ii) treat such failure as a default by Licensee and terminate this License Agreement and the Event immediately without notice.

Licensor makes no representation that the limits or terms of coverage of insurance specified herein are adequate to cover Licensee’s property, business operations or obligations under this License Agreement.

All insurance shall be effected by valid and enforceable policies issued by insurers of responsibility, licensed to do business in the State of Mississippi. An insurer with a current A.M. Best rating of at least A:IX shall be deemed to be acceptable. Receipt by Licensor of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an

implied agreement to modify same nor is any verbal agreement to modify same permissible or binding. Any agreement to amend this provision of this License Agreement must be in writing signed by the parties.

11. **Objectionable Persons.** Licensor reserves the right to refuse admission to, eject or cause to be ejected from the Premises any reasonably objectionable person or persons, in its sole judgment (as exercised by any Licensor party).

12. **Taxes.** Each of the parties shall be responsible for paying its own income taxes. To the extent Licensor is legally required to make any withholdings from payments owing to Licensee, the amount withheld shall be treated as though the same was actually paid to Licensee.

13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Mississippi and any dispute which may arise under this Agreement shall be submitted to the exclusive jurisdiction of the state or federal courts of Bolivar County, Mississippi.

14. **Amendments in Writing; Severability.** This Agreement may only be amended by an instrument in writing signed by the parties hereto. If any term or provision of this Agreement, shall be declared invalid or unenforceable the remainder of the provisions shall continue in force and effect to the fullest extent permitted by law.

15. **Interpretation.** Licensee and Licensor hereby agree that notwithstanding any modifications or revisions to this Agreement that may have been drafted by either party hereto, this Agreement as so modified or revised, shall not be construed either for or against Licensee or Licensor in the event of any ambiguities contained herein and this circumstance alone shall not create any presumption or implication favoring or prejudicing the position of either Licensee or Licensor.

16. **Assignment; Successors.** Licensee may not assign its rights or obligations under this Agreement to any other person or entity without the prior written consent of Licensor. Licensor may freely assign its rights and obligations under this Agreement without the approval of Licensee. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective parties and any person claiming, by, through or under and of the respective permitted successors or assigns.

17. **Independent Contractor.** It is understood and agreed that the parties shall, for the purposes of this Agreement, be independent contractors and neither Licensor nor Licensee shall hold the other out as representing or acting in any manner for Licensor or Licensee, as applicable, except as set forth herein.

18. **Entire Agreement; Counterparts.** This Agreement, the Event Sheet and any appendix attached thereto express and contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes and replaces any and all prior agreements and understandings, either oral or written, with respect to the subject matter hereof. This Agreement may be executed in counterparts, signed and agreed to by both parties, and when all counterpart documents are executed, the counterparts shall constitute a single binding instrument and facsimile copies or photocopies of signatures shall be as valid as originals.

19. **Notices.** All notices hereunder or with respect to this Agreement, shall be in writing, and shall be deemed duly given or made (i) upon delivery or refusal of such delivery by a recognized courier service; (ii) upon personal delivery (which shall be deemed to have been given upon delivery); or (iii) upon delivery by fax machine capable of confirming receipt, and in each case addressed as follows (or at such other address for a party as shall be specified in a notice so given):

To Licensor: Cleveland Music Foundation, Inc.  
d.b.a. Grammy Museum® Mississippi  
800 W. Sunflower Rd.  
Cleveland, MS 38732  
Attn: Carlee Calderon  
Tel: 662-441-0100  
Email: [ccalderon@grammymuseumsms.org](mailto:ccalderon@grammymuseumsms.org)

To Licensee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

EIN: \_\_\_\_\_

IN WITNESS WHEREOF, this Agreement has been executed by Licensor and Licensee as of the date and year set forth above.

LICENSOR: CLEVELAND MUSIC FOUNDATION, INC.  
d.b.a. Grammy®Museum Mississippi

By: \_\_\_\_\_  
Carlee Calderon, Sales Manager

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

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LICENSEE: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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