LICENSE AGREEMENT FOR USE OF SPACE

Paducah Symphony Orchestra — Williams Symphony Hall

401 Walter Jetton Blvd., Paducah, KY 42001 • 270-444-0065 • contact@paducahsymphony.org

Form revised September 9, 2026

Parties

This License Agreement (the "Agreement") is entered into between **Paducah Symphony Orchestra, Inc.**, a Kentucky nonprofit corporation, operator of Williams Symphony Hall (the "WSH"), referred to in this Agreement as "**PSO**," and the party identified below as the "**Licensee**." PSO grants to Licensee a limited license to use the WSH on the terms set out below. This Agreement does not create a tenancy or convey any interest in real property.

Event Information

Event Title / Description:

Event Date(s) and Time(s):

Licensee (Organization or Individual):

Authorized Representative:

Address:

City / State / ZIP:

Phone:

E-Mail:

Move-In / Set-Up Date and Time:

Maximum Anticipated Attendance:

Section I. PSO Obligations and Reserved Rights

1. The WSH will be furnished, heated, lighted, cleaned, and in good order, with all permanent equipment and dressing rooms available. Backstage technicians, house managers, and other necessary special services or equipment for the performance will be provided by PSO management and billed to Licensee at additional cost. Outside technical personnel must be approved by PSO in advance and must be available for orientation with WSH staff prior to or at the beginning of the rental period.

2. The base room rental includes the following:

- Basic audio — main house speakers, one wired microphone, and a playback device.

- Basic lighting — general, no-color, on-stage wash.

Any additional technical requirements will incur additional cost and must be arranged in advance of the event date.

3. At its discretion, PSO will provide a house manager or event coordinator for the event, who will exercise authority at the event.

4. PSO reserves the right to make pre-show and intermission announcements and to distribute information relating to future attractions or for any other purpose.

5. PSO may, at its sole discretion, include the event on the PSO website and in PSO email and social media. This does not obligate PSO to promote the event.

6. The stage of the WSH will be made available for set-up on the move-in date specified above. The WSH is not available for early drop-off of materials unless arranged in advance and in writing.

7. The granting of this Agreement does not relinquish or diminish PSO's right to control and manage the WSH facilities and equipment or to enforce all reasonable rules for the management of the facility. PSO specifically reserves the right to operate and control all aspects of sound/audio, rigging, video, and lighting. PSO may further enter and use, during the period covered by this Agreement, any portion of the licensed premises for any purpose, provided such use does not unduly interfere with Licensee's contemplated use.

8. PSO reserves the right to halt, pause, or terminate any event in progress if, in the judgment of PSO staff, continuing would create a risk to the safety of persons or property, or would violate applicable law, fire code, or occupancy limits. PSO will not be liable for any loss resulting from action taken under this provision.

9. Force majeure. If either party is unable to perform under this Agreement because of strike, lockout, public calamity, epidemic or public health emergency, order of a governmental authority, failure of utilities, or other cause beyond that party's reasonable control, and the cause arises prior to the start of the rental period, both parties are excused from further performance and all amounts deposited will be refunded to Licensee. Once Licensee has moved into the WSH, the full rental payment is due whether or not the planned event is completed.

10. PSO termination. PSO reserves the right to terminate this Agreement and cancel Licensee's presentation whenever, in its sole judgment, the contemplated performance is contrary to PSO policy, estimated expenses are not paid as scheduled, safety requires it, or Licensee defaults on any term of this Agreement. Once Licensee has moved into the WSH, the full rental payment is due whether or not the planned event is completed.

11. If PSO terminates this Agreement under item 10 for a reason not caused by Licensee's act, omission, or default — including a PSO scheduling conflict or a facility failure — PSO will refund all amounts paid by Licensee, including the deposit. PSO's total liability to Licensee under this Agreement, for any cause, is limited to the amounts Licensee has actually paid to PSO. PSO is not liable for lost profits, lost ticket revenue, or other consequential damages.

12. PSO will exercise reasonable care to safeguard Licensee's property while it is in the WSH but is not responsible for the personal property or equipment of Licensee or its officers, agents, employees, representatives, volunteers, or guests.

13. Total occupancy of the WSH may not exceed 700 persons, as established by the fire code. PSO will enforce this limit.

14. A final statement of expenses will be provided to Licensee within three (3) business days following the completion of the rental period.

Section II. Licensee Obligations

Payment and Cancellation

1. Deposit. Upon signing this Agreement, a deposit equal to one-half (1/2) of the estimated presentation expenses — including but not limited to rent, backstage technicians, equipment usage, and audio/visual — is due to PSO. Full payment of the rental fee and estimated presentation expenses are due prior to the beginning of the rental period. The event date is not held or guaranteed until both the executed contract and the deposit are received by PSO.

2. Cancellation by Licensee. If Licensee cancels the event, the following schedule applies to amounts paid:

- 90 or more days before the event: full refund of the deposit, less a $100 administrative fee.
- 60 to 89 days before the event: 50% of the deposit is refunded.
- 30 to 59 days before the event: the deposit is forfeited.
- Fewer than 30 days before the event: the deposit is forfeited, and Licensee is additionally responsible for any third-party costs PSO has already incurred on Licensee's behalf (including but not limited to piano tuning, contracted security, and contracted catering).

Cancellation is effective on the date PSO receives written notice. This schedule does not apply to cancellations excused under Section I, item 9.

3. Licensee agrees to pay rent and all presentation expenses as defined in this Agreement.

4. Licensee agrees to pay PSO any additional amounts due over the estimated costs. Payment is due ten (10) days after Licensee receives the adjusted statement of expenses. Late payments may be subject to a service charge of the greater of $25 or one and one-half percent (1.5%) per month on the unpaid balance.

5. Ticket receipts held by PSO, if any, will be accepted as advance payment for estimated costs to the extent such receipts match, dollar for dollar, the estimated costs.

6. Licensee agrees to be responsible for the payment of any state and local taxes arising from its activities at the WSH.

Insurance and Indemnification

7. Insurance. Licensee will procure and maintain, for the entire term of its use or occupancy of the WSH, Commercial General Liability insurance with minimum limits of $1,000,000 per occurrence and $2,000,000 general aggregate, Combined Single Limit, covering Bodily Injury (including personal injury) and Broad Form Property Damage Liability, naming Paducah Symphony Orchestra, Inc. and Williams Symphony Hall as Additional Insureds. If Licensee has employees, Licensee will also procure and maintain Workers' Compensation insurance at Commonwealth of Kentucky statutory limits and Employer's

Liability insurance with a minimum limit of $100,000 per accident. Certificates of Insurance evidencing the required coverage must be provided to PSO at least ten (10) days prior to the event.

8. Damage. Licensee agrees to reimburse PSO for all damage to the WSH and its equipment resulting from Licensee's use of the WSH, excluding ordinary wear and tear and excluding damage caused by PSO, its employees, or its agents.

9. Indemnification. Licensee agrees to save, defend, hold harmless, and indemnify PSO, its officers, employees, and agents against all claims for loss or damage to property, or injury or death to persons, arising from, connected with, or occasioned by Licensee's use or occupancy of the WSH, including the costs of defense and reasonable attorney's fees — unless such claim results from the sole negligence or intentional misconduct of PSO.

10. Licensee agrees to defend and hold PSO harmless from any claims, causes of action, or related expenses arising from Licensee's failure to present the events contemplated by this Agreement as scheduled.

Operations, Staffing, and Access

11. Hours. The WSH is available for use no earlier than 8:00 a.m., and all activities must conclude and Licensee's personnel must leave the building by 8:00 p.m. On performance evenings this is extended to 10:00 p.m. Strike and load-out immediately following a performance that ends at or after 9:30 p.m. may extend to 11:30 p.m. without the after-hours fee. All other use outside these hours incurs the after-hours facility fee and staff overtime rates listed on the Fee Schedule.

12. Staffing. Licensee agrees to provide adequate staff to support the event, including backstage and usher staff if needed, unless otherwise agreed in writing. WSH technical staff are available to support the event with prior notice, at additional charge. For events requiring production support, PSO determines the number of crew required based on the technical requirements of the event and confirms the crew size and estimated cost in the Rental Offer before this Agreement is executed. Each crew member is booked at a four-hour minimum call.

13. Licensee agrees to allow time on the move-in day for the entire cast and crew to receive a safety and equipment-use presentation from WSH staff, at a time to be appointed and as necessary.

14. Licensee agrees to provide a complete list of equipment and stage needs at least two (2) weeks in advance of the presentation.

15. Load-in and load-out. Licensee agrees that load-in, setup, strike, and load-out will occur at the times specified. In the absence of such specification, strike and load-out must take place immediately following the event. Should Licensee fail to perform at the specified time, PSO may remove and store all equipment and property at Licensee's expense and risk, and Licensee is liable for any loss or damage involved in removing and storing such property. All sets, props, and miscellaneous items must be removed from the stage, backstage areas, and dressing rooms within twenty-four (24) hours after the last performance. PSO may require earlier clearance if another event is scheduled.

16. Licensee agrees to ensure that only performers and organizational staff use the stage and stage wings before, during, and after a performance.

17. Licensee agrees to provide one chaperone for every ten (10) children under the age of 18 in attendance under Licensee's supervision. PSO retains the right to expel unruly or unsupervised persons from the premises at its sole discretion.

18. Complimentary seats. Licensee agrees to hold a total of ten (10) seats per performance for PSO use at no charge. Any of these seats not claimed by PSO twenty-four (24) hours before curtain will be released back to Licensee for sale.

Marketing, Ticketing, and Concessions

19. All marketing and promotion of the event is the sole responsibility of Licensee.

20. Licensee agrees that PSO must approve all publicity or promotional materials that reference PSO, WSH, or the venue before such materials are distributed. PSO will respond to a request for approval within three (3) business days, and approval will not be unreasonably withheld.

21. Licensee agrees to be solely responsible for all ticket sales, unless otherwise agreed in writing. PSO may agree to serve as an outlet for advance tickets at its sole discretion.

22. Renters wishing to utilize WSH's ticketing services are subject to the following terms:

Ticketing Service Fee. A flat fee of $200.00 will be charged to the Renter for the use of WSH's ticketing services. This fee covers event setup and listing on the ticketing platform, order and contact management, physical ticket stock, box office staffing on the day of the event, patron support and inquiries related to the event, and other associated administrative services. This fee will be deducted from ticket proceeds during reconciliation following the event, with the remaining balance (base ticket price) remitted to the Renter.

Ticket Fees. All ticket sales are subject to a standard per-ticket fee of $4.50, payable by the purchasing patron at the time of purchase. This fee is separate from and in addition to the base ticket price and the $200.00 service fee described above.

Payment Processing Fee. Ticket transactions are processed through PatronManager, which charges a per-ticket processing fee ranging from approximately $3.00 to $5.00, depending on the base ticket price. This processing fee is paid directly by the purchasing patron to PatronManager and is separate from all other fees outlined in this policy.

Reconciliation. Following the conclusion of the Renter's event, ticket sales will be reconciled, and the Renter will receive proceeds equal to the base ticket price for each ticket sold, less the $200.00 ticketing service fee.

23. Concessions and catering. Licensee may not sell or distribute food or beverages at the WSH without PSO's prior written approval. Any catering must be provided by a PSO-approved vendor. Licensee is responsible for obtaining all permits, health department approvals, and licenses applicable to food service at its event.

24. Alcohol. Alcohol service is permitted only when provided by PSO under the WSH liquor license. Licensee and its guests may not bring alcohol onto the premises. If alcohol service is required, Licensee must give PSO at least two (2) weeks' notice. PSO retains all revenue from bar service. PSO staff will verify age and may refuse or discontinue service to any person at their discretion. Last call will be made no later than thirty (30) minutes before the scheduled end of the event.

Facility Rules

25. Posting and decorations. No items — including but not limited to signs, posters, banners, tape, adhesives, tacks, nails, or other fasteners — may be affixed to the walls, ceilings, doors, or other surfaces inside the Main Hall. In the Lobby, limited posting of signage or decorations is permitted only on the tile wall

surfaces, and must be attached using non-damaging, removable adhesives (for example, painter's tape or removable mounting strips). Licensee is responsible for removing all materials at the conclusion of the event and for ensuring that no residue or damage remains. Violations will result in the following charges, in addition to repair costs if damage exceeds these amounts:

- $100 — Unauthorized posting inside the Main Hall.
- $150 — Failure to remove signage or decorations at the conclusion of the event.
- $250 — Use of prohibited adhesives or fasteners (for example, duct tape, nails, glue) on any surface.

PSO reserves the right to remove any signage or decorations deemed inappropriate, unsafe, or potentially damaging to the facility.

26. Cleaning — included. The custodial services fee covers standard post-event cleaning, consisting of:

- Vacuuming and mopping of floors.
- Dusting of common areas as needed.
- Trash collection and disposal (normal volume).
- Restroom maintenance, including cleaning of sinks, toilets, and mirrors, and restocking of toilet paper, paper towels, and hand soap.

27. Cleaning — additional fee. Licensee may be charged an additional cleaning fee if the event results in conditions beyond standard cleaning, including but not limited to:

- Excessive trash beyond normal event volume.
- Spills or stains on carpeted areas.
- Spills or messes requiring industrial or harsh cleaning agents, or extensive scrubbing.
- Seat cleaning or vacuuming due to food, drink, or other debris.

PSO will determine whether additional cleaning is required following the event. If an additional cleaning fee applies, PSO will notify Licensee within seven (7) business days of the event and invoice a flat fee of $150.00.

28. Atmospheric effects, pyrotechnics, and open flame. Haze, fog, smoke, pyrotechnics, and open flame of any kind are prohibited without PSO's prior written approval, requested at least fourteen (14) days in advance. Approved use may require fire alarm system supervision, notification of the Paducah Fire Marshal, a licensed pyrotechnician, and additional insurance, all at Licensee's expense.

29. Rigging. Licensee, its staff, and its contractors may not rig, fly, hang, or suspend anything from the grid, fly system, truss, or any structural element of the WSH. All rigging is performed by PSO staff. Weight and load limits are set by PSO and are not negotiable.

30. Licensee agrees to comply with PSO's policy prohibiting the use of drugs or tobacco products in the WSH. Weapons are prohibited in the WSH except as carried by on-duty law enforcement, or as a stage property approved by PSO in writing in advance.

31. Recording, filming, and photography. Licensee may not record, film, live stream, or broadcast any portion of the event for commercial distribution or public release without PSO's prior written approval. Licensee is responsible for obtaining all necessary permissions from performers, rights holders, unions, and licensing agencies for any recording it makes or authorizes. PSO may photograph or record the event for its own archival and promotional use.

32. Licensee agrees to use the WSH for the sole purpose specified in this Agreement and for no other purpose, and in accordance with all laws, ordinances, rules, and regulations of governmental agencies having jurisdiction, including the Americans with Disabilities Act as it applies to Licensee's event, programming, and materials.

Section III. Production and Technical Policies

1. Production Oversight and Communication

All technical and production elements — including but not limited to lighting, sound, staging, video, projection, atmospheric effects, and backstage operations — are under the supervision of the PSO production team. Licensee agrees that:

- All production-related requests, instructions, and communications must be directed exclusively to PSO's designated production representative.
- Licensee, its staff, and its contractors may not give instructions directly to PSO crew or operate PSO equipment without prior written approval.
- Any attempt to circumvent this communication protocol may result in additional charges or, if disruptive, termination of the event without refund.

2. Equipment Availability and Condition

PSO makes no guarantee that any equipment, technology, or system not explicitly listed in the executed Rental Offer will be available or operational for Licensee's event. This includes, but is not limited to, equipment that is new, under installation, undergoing testing, or subject to repair.

- If such equipment becomes available and functional by the event date, PSO may, at its sole discretion, permit Licensee to use it, subject to applicable usage fees.
- Licensee acknowledges that it is responsible for planning its event without reliance on equipment guaranteed in writing.
- PSO is not liable for any damages, costs, or claims resulting from unavailable or non-operational equipment that was not guaranteed at the time this Agreement was executed.

Section IV. Copyright and Public Performance Rights

1. Licensee accepts responsibility for compliance with United States copyright law and for securing all necessary rights through ASCAP, BMI, SESAC, and any other applicable licensing agency.

2. Film and media screenings. Licensee is solely responsible for obtaining all public performance rights, licenses, and permissions required for the display or performance of any copyrighted work — including but not limited to motion pictures, music, video clips, and visual media — during the rental period. The use of personal streaming accounts (for example, Netflix, Disney+, Amazon Prime) or privately owned DVDs or Blu-rays for public viewing does not constitute proper licensing for a public performance and is strictly prohibited without written permission from the copyright holder or licensing agency.

3. Proof of such licensing must be submitted to PSO no later than ten (10) days prior to the scheduled event. Failure to provide proof may result in cancellation of the event without refund.

4. Licensee agrees to indemnify, defend, and hold harmless PSO, its officers, employees, and affiliates from any and all claims, damages, liabilities, costs, or expenses (including attorney's fees) arising from or in connection with the unauthorized use or exhibition of copyrighted materials.

Section V. General Provisions

1. Governing law and venue. This Agreement is governed by the laws of the Commonwealth of Kentucky. Any action arising out of this Agreement will be brought exclusively in the state courts located in McCracken County, Kentucky, and both parties consent to that jurisdiction and venue.

2. Attorney's fees. In any action to enforce this Agreement, the prevailing party is entitled to recover its reasonable attorney's fees and costs.

3. Assignment. Licensee may not assign this Agreement or any rights under it to any other party.

4. Severability. If any provision of this Agreement, or its application to any person or circumstance, is held invalid or unenforceable, that invalidity or unenforceability does not affect the remaining provisions of this Agreement.

5. Notices. Any official notice required under this Agreement must be in writing and mailed, emailed, or delivered to the parties at the addresses given on page 1.

6. Entire agreement. This Agreement, together with the Rental Offer and Fee Schedule attached as Exhibit A, constitutes the entire agreement between the parties and may not be changed orally. Any amendment must be in writing and signed by both parties.

7. Counterparts and electronic signature. This Agreement may be executed in counterparts. Signatures transmitted electronically or by facsimile have the same effect as original signatures.

Exhibit A. Fee Schedule

✓	Item	Fee	Notes
	Base Hall Rental	$600	Daily rate. Includes Green Room and kitchenette.
	Custodial Services	$250	Required on all rentals. Covers standard post-event cleaning as defined in Section II. In addition to the base rental fee.
	Security Services	$50 / hour, per guard	Required on all rentals. PSO determines the number of guards based on attendance and event type, and will confirm the number in the Rental Offer.
☐	Production Staff	$25 / hour, per person	Four-hour minimum call per crew member (minimum $100 per person). Crew size is set by PSO based on the technical requirements of the event and confirmed in the Rental Offer.
☐	House Manager	$20 / hour	Four-hour minimum call (minimum $80).
☐	After-Hours Facility Fee	$100 / hour	Applies to any use outside the hours in Section II, item 11. Staff time outside those hours bills at 1.5x the rates above. See Section II, item 11, for the load-out exception.
☐	Audio Equipment Rental	TBD	Basic package (one wired microphone and a playback device) is included in the base rental. Additional audio is quoted on the Rental Offer.
☐	Lighting Package	TBD	Basic package (general, no-color stage wash) is included in the base rental. Additional lighting is quoted on the Rental Offer.
☐	Video Equipment Rental	$50	Four pre-set cameras. No operator.
☐	Video Recording and Streaming	$150	Live streaming and recording of event content. Operator required, at additional cost.
☐	Steinway Piano Use	$300	Includes tuning.
☐	LED Wall	$300	Daily rate. Licensee provides content.
☐	Ticketing Service	$200	WSH ticketing service. See Section II, item 22.
	Subtotal	$	
	Discount	$	
	Notes		
	TOTAL	**$**	

This is the best estimate of direct expenses based on the information provided. Any change in time, personnel, or equipment will change total expenses. A final statement of expenses will be provided within three (3) business days following the rental period.

Please make checks payable to Paducah Symphony Orchestra, Inc.

Execution

By signing below, Licensee acknowledges that it has read this Agreement in full, including the Production and Technical Policies in Section III and the Fee Schedule in Exhibit A, and agrees to comply with all of its terms.

This Agreement is binding only if executed and returned to PSO by **[_____]**. Should the Agreement not be executed and returned by that date, PSO reserves the right to withdraw the terms represented in this contract.

Required Acknowledgments

Certificate of Insurance enclosed? YES / NO

I have read and understand the Production and Technical Policies in Section III. YES / NO

Proof of public performance licensing enclosed, if applicable? YES / NO / N/A

This contract will be considered incomplete if the above are not answered.

Licensee Signature:

Printed Name and Title:

Date:

PSO Authorized Signature:

Printed Name and Title:

Date:

Please sign and return one copy. Keep one copy for your files. Thank you!