



**Contact Person:** Lynn Hofer  
**Organization:** Friends of Bosler Library  
**Event Name:** Bosler Book Festival  
**Address:** 3450 Waggoners Gap Road  
Carlisle, PA 17015  
**Phone:** 717-243-2454 (work) or 717-440-0869 (cell)

**CARLISLE EXPO CENTER  
PROPERTY AND BUILDING LICENSE AGREEMENT**

This Agreement, made this **25<sup>th</sup> day of October, 2011**, by and between Carlisle Productions, Inc. and B & C Properties, LP, a Pennsylvania business corporation and a Pennsylvania limited partnership, doing business as the Carlisle Expo Center, 100 K Street, Carlisle, PA, hereafter called Licensor and Friends of Bosler Library, 3450 Waggoners Gap Road, Carlisle, PA 17015, hereafter called Licensee:

1. **DESCRIPTION:** Licensor hereby grants to Licensee the right, permission, license and privilege to occupy and use the designated portion of the Carlisle Expo Center for the purpose of producing and presenting Bosler Book Festival.
2. **TERM:** The term of this contract (the "Term") shall be as follows:

|                   |  |
|-------------------|--|
| Set-Up Date(s)    | Friday, October 19, 2012 (\$900.00)    |
| Events Date(s)    | Saturday, October 20, 2012 (\$1800.00) |
| Tear-Down Date(s) | Saturday, October 20, 2012 (n/c)       |

Access to the building on contracted days is from 6:00 a.m. to 11:59 p.m. or as mutually agreed in writing by the parties to this contract. Any additional hours of use will result in a charge of \$115.00 per hour or any part of an hour.

3. **USE:** Said space, buildings and services shall be used only for the Bosler Book Festival and for no other purposes and only upon the faithful performance of the terms of this contract as clearly defined herein.
4. **LICENSE FEE:** In consideration of this contract, Licensee shall pay to Licensor License Fee as structured as follows:

|                               |   |
|-------------------------------|---|
| <b>Deposit:</b>               | <b>\$ 725.00 due at signing of contract</b> |
| <b>2<sup>nd</sup> payment</b> | <b>\$ 725.00 due July 1, 2012</b>           |
| <b>Balance</b>                | <b>\$ 1250.00 due days prior to event</b>   |
| <b>TOTAL</b>                  | <b>\$2700.00</b>                            |

**Note:** A fee of \$35 will be charged for each check returned by Bank for non-sufficient funds or any other reason. Any additional rental costs will be billed separately and due 10 days from the date on the invoice. Payments for additional bookings will begin 10 days after the completion of the preceding event.

**\*Licensee forfeits event date(s) and deposit if payments are not made in accordance with this contract.**

5. **SERVICE REQUEST FORMS AND DELIVERY SCHEDULE:** A schedule of services request forms and required dates for submission are as follows:

Carlisle Expo Center Event Information Form  
(DUE W/SIGNED CONTRACT OR 60 DAYS PRIOR TO EVENT)

Carlisle Expo Center Caterer Request Form  
(DUE 60 DAYS PRIOR TO EVENT)

Carlisle Expo Center Equipment and Services Order Form  
(DUE 30 DAYS PRIOR TO EVENT)

Carlisle Expo Center Electrical Hook-up/Wireless Internet Connections Order Form  
(DUE 14 DAYS PRIOR TO EVENT)

Carlisle Expo Center Event/Exhibit Hall Floor Plan  
(DUE 14 DAYS PRIOR TO EVENT)

6. **INSURANCE OBLIGATIONS OF LICENSOR:** Licensor will maintain insurance on all common areas, parking areas, and on all structural improvements of the Carlisle Expo Center. Said insurance will include but is not limited to general liability and property damage such as fire and hazard, theft, and other similar insurable occurrences. If the insurance premium of the Licensor on any applicable policy is increased because of the business activities or plans of the Licensee, the Licensee will pay the increase in premium. The Licensor is required to submit verified documentation of the reasons for the increase and their specific relationship to the business activities and plans of the Licensee.
7. **INSURANCE OBLIGATIONS OF LICENSEE:** Licensee agrees to maintain, at its sole cost and expense, commercial general liability insurance covering bodily injury and property damage with a combined single limit of \$1,000,000 per occurrence. Licensee will provide Licensor with a Certificate of Insurance evidencing such coverage and naming Licensor as an additional insured at least ten (10) days prior to the set-up date referenced above.

\*Certificate Holder must listed as: Carlisle Productions Inc., B & C Properties LP, Carlisle Expo Center

8. **LICENSEE INDEMNIFICATION:**

- 8.1 Licensee shall indemnify and save harmless Licensor against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses, architects, engineers and other consultants) which may be imposed upon, incurred by or asserted against Licensor by reason of any of the following occurring during the Lease Term:

(a) any work or thing done by Licensee or any agent, contractor, employee, licensee or invitee of Licensee in, on or about the Premises or any part thereof;

(b) any use, nonuse, possession, occupation, condition, operation, maintenance or management of the Premises or any part thereof (except to the extent that such maintenance is the responsibility of the Licensor), or of any street, alley, sidewalk, curb, passageway or space adjacent thereto, or any personal property of Licensee.

(c) any illegal, negligent or tortuous act of Licensee or any agent, contractor, employee, licensee or invitee of Licensee;

(d) any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof or any street, alley, sidewalk, curb, passageway or space adjacent thereto; and

(e) any failure by Licensee to perform its obligations under this Lease.

In the event that any action or proceeding shall be brought against Licensor by reason of any claim covered by this Section 8.1, Licensee, upon notice from Licensor, at Licensee's sole cost and expense, shall resist or defend the same with counsel approved by Licensor. To the extent of the proceeds received by Licensor under any insurance furnished to Licensor by Licensee, Licensee's obligation to indemnify and save harmless Licensor against the hazard which is the subject of such insurance shall be deemed to be satisfied pro tanto.

- 8.2 Licensee shall indemnify and save harmless the Licensor against all costs and expenses, including, without limitation, fees and expenses of attorneys, expert witnesses incurred by Licensor in (i) obtaining possession of the Premises after default by the Licensee or (ii) after Licensee's default in surrendering possession upon the expiration or earlier termination of the Term or (iii) in enforcing any obligation of Licensee under this Agreement.
9. **LEGAL COMPLIANCE:** Licensee hereby agrees that it will operate and conduct its business activities in accordance with the laws of the United States of America, the Commonwealth of Pennsylvania, the Borough of Carlisle, as well as any other applicable law or ordinance of any governing jurisdiction.
10. **SPECIAL LICENSE OR PERMIT:** If any special license or permit is required by any law or ordinance for Licensee's intended use of the License d premises, Licensee shall obtain such permit or license at least ten (10) days in advance of the times set out in this contract for use of the Licensed premises, at Licensee's own and sole costs and expense.
11. **RULES AND REGULATIONS:** Licensee agrees to comply with any and all rules and regulations presented by Carlisle Productions or B & C Properties as contained herein or provided in any other document or communication.
- A. Licensee shall be responsible for any damage to the premises, its equipment and furnishings, from any cause whatsoever, while the premises are occupied by the Licensee.
- B. Licensee agrees that Licensee's decorative materials must be made of inflammable materials and may not be attached to any part of the building without prior written consent of the Licensor.
- C. Licensee agrees not to post or allow to be posted, any signage, hand-outs, or advertising anywhere on the Carlisle Expo Center property, inside or outside, without receiving written permission from the Licensor or designee of the Licensor. If signs are permitted, Licensee will remove all signage prior to vacating premises. Refer to Carlisle Borough signage restrictions in the Expo Packet.
- D. Licensee acknowledges that the Licensor allows absolutely no glass containers on the premises. Licensee expressly agrees to comply with the mandate and will not permit any of its employees, agents, invitees, and others attending the event to have glass containers on the Carlisle Expo Center.
- E. In addition to the other consideration named in this contract, Licensee agrees to pay the costs of any repairs or replacement for any and all damage of every nature to the Carlisle Expo Center resulting from the Licensee's use of the Carlisle Expo Center. Licensee expressly assumes liability for any damage that may be done by its employees, agents, invitees, and others attending the event of the Licensee. This assumption of liability by Licensee extends not only to the specific premises License d by the Licensee but also any damage done to other areas of the Carlisle Expo Center by those for whom it assumes liability. Said costs of repairs or replacement

for any and all damage shall be paid promptly by Licensee upon demand of Licensor who will give Licensee an accounting for said damage costs.

- F. Licensee shall not commit, or permit to be committed, any waste disposal on the licensed premises. Licensee shall not maintain, commit, or permit the maintenance or commission of any nuisance on the Licensed premises or use the Licensed premises for any unlawful purpose. The Expo Center must be left in the condition as was entered by the Licensee. If not left in said condition, a \$500 facility fee will be billed to the Licensee in addition to any damages.
- G. Licensee will not permit or allow the premises or buildings of Licensor to be defaced, marred, or otherwise injured by the use of nails, screws or other devices for the erection of any signs or other means of advertising upon premises or buildings belonging to the Licensor.
- H. Licensee acknowledges that the sale or disbursement of all food, beverage and alcohol is the exclusive right of the Licensor and, as such, food, beverage and alcohol may not enter the Carlisle Expo Center property by any means other than by the authority of the Carlisle Expo Center. Licensee acknowledges that it is Licensee's responsibility to control and enforce this provision. Food service locations will be determined solely and exclusively by the Licensor.
- I. Licensee acknowledges that Licensor reserves the right to control the sale or rental of all articles, including, without limitation, all merchandise programs, exhibit decorating and audio-visual equipment, tables, and chairs. Licensee shall not engage in any of the aforesaid business activities or the acquisition of these goods or services through License rental or purchase without the express written consent of Licensor.
- J. Licensor retains all ownership rights and privileges on all Carlisle Expo Center property and, as such, has control of all property keys, and has the right to access all areas at any time and may videotape and/or take photographs for its own records.
- K. Licensor reserves the right to reasonably eject any person or persons from said building with good cause, and upon the exercise of this authority, the Licensee hereby waives any right and all claim for damages against Licensor, and any of its officers, trustees, employees and agents.
- L. Licensor shall have the sole right to collect, have custody of and dispose of all articles left on Carlisle Expo Center property by Licensee or by persons attending a function or event. If property under the control of Licensee or its contractors or sub-contractors remains on the property after the hour specified for expiration of this License, Licensee is responsible for the cost of disposal of said property and/or additional License rental time after the expiration of this contract. Licensor is hereby expressly reticence from any and all such claim for damages or loss of whatsoever kind or nature. In the event the Licensee or any persons attending a function or event leave any property at the Carlisle Expo Center and such property is not disposed of and remains unclaimed for six (6) months, the Licensee for itself and its patrons hereby agrees that said items shall be considered the property of the Licensor to use in any way the Licensor desires.
- M. Licensee may not operate any engine, motor or machine, or use any form of a flammable fluid or gas without the written consent of the Licensor

- N. All broadcasting, television, recording, or moving picture rights are reserved for the benefit of Licensor, subject to any necessary approvals, unless previous arrangements, in writing, have been made with the Licensor. If above-referenced rights are granted to Licensee by Licensor, in consideration for granting those rights, a fee to be determined at the time of event reconciliation will be due. Any reproduction or re-broadcast without the express written consent of Licensor, is prohibited. If consent by Licensor is granted, Licensee agrees to either audibly, or visually, or both, accredit substantially in the following form: "This program has originated from The Carlisle Expo Center." Credit shall be clearly intelligible to the audience of said program. If event contains video, Licensee agrees to provide video feed to Licensor to be used only for the purpose of showing real time video on any in-house monitors. If video is not used by the Licensee, Licensor has the right to use any in-house cameras for such purpose. In either case, Licensor agrees performance, or any portion thereof, will not be used for commercial purposes.
- O. Licensee assumes all responsibility and costs arising from the use of patented, trademarked or copyrighted materials, equipment, processes used or incorporated in the conduct of said event and Licensee agrees to indemnify, defend and hold Licensor harmless from and against any and all damages, costs and expenses in law or equity caused by its contestants or its exhibitors, violation or alleged violation of this provision.
- P. Any event with an admission cost must state only the total admission price, unless otherwise required by law.
- Q. Advertising for the purpose of this contract may not start unless and until contracts between all parties involved have been properly executed.
- R. No collections or donations, whether for charity or otherwise, shall be made, attempted or announced without prior written approval of Licensor.
- S. In case the said Carlisle Expo Center, or any part thereof, shall be destroyed by mishap or if any casualty or occurrence shall render the fulfillment of the License by Licensor impossible, then and thereupon this License shall terminate, and Licensee shall pay a prorated license fee and incurred expenses for said premises only up to the time of such termination and the said Licensee hereby waives any claim for damages or compensation under these conditions.
- T. Deliveries may not be made to the Carlisle Expo Center prior to the time period as set forth in this contract. Licensor assumes no liability if deliveries are accepted at any time by its staff unless Licensee has made prior written arrangements with Licensor for this service. All shipments out of the Carlisle Expo Center must be made within the time period set forth in this contract.
- U. Licensee shall not sell or admit to said premises a larger number of persons than the posted capacity of the space. The consequences of any such over issuance of admissions shall remain the responsibility Licensee.
- V. Licensor retains the right to thirty (30) complimentary tickets for each show.
- W. In the event of an emergency or audience hazard, Licensor shall have the right to supersede the authority of the Licensee to take any action which it deems necessary to provide for audience or facility safety.

- X. There shall be no controlled substances permitted in any area of the Carlisle Expo Center. The definition of controlled substance shall be determined by the laws and regulations of the Commonwealth of Pennsylvania.
  - Y. Smoking and alcoholic beverages are prohibited in all areas of the Carlisle Expo Center without the express written consent of the Licensor.
  - Z. Licensee further covenants that if any default is made in the payment of the contract fee, or any part thereof, at the times above specified, or if any defaults are made in the covenants or agreements herein contained, this License, at the option of said Licensor, shall cease and terminate and the relation of the parties shall be the same in all respects as if said License had fully expired. Licensee shall immediately remove all persons and/or property therefrom, and Licensor may resort to any legal proceedings to enforce its rights. Licensee shall be responsible for all of Licensor's costs including attorney's fees, incurred in enforcing this Agreement.
  - AA. Any matters not herein expressly provided for shall be resolved and addressed at the sole discretion of the management of the Carlisle Expo Center.
  - BB. This License may not be assigned without the express written consent of Licensor. Any assignment without such consent shall be null and void.
  - CC. Radios, stereos, TVs, loudspeakers, etc., shall not be operated in such a manner as to disturb others.
  - DD. Pets are not allowed for health and safety reasons.
  - EE. The State of Pennsylvania requires that any vendor selling merchandise obtain a permanent Pennsylvania sales tax license. The Licensee is directed to contact the Bureau of Collections and Taxpayer Services at 717-783-1405 for specific instructions.
  - FF. Vehicles are not allowed inside the buildings for unloading. Inventory must be hand-carted if necessary.
  - GG. Dangerous conditions can exist at the Carlisle Expo Center. The Licensor cannot be responsible for the conduct of vendors and patrons entering these premises. Those who enter the Carlisle Expo Center property do so at their own risk.
  - HH. The Carlisle Expo Center is for sale at this time. The lease could terminate automatically with the sale of the property. In this event, the licensee would be repaid all rental fees paid as of that time.
12. **PUBLIC SAFETY:** Licensee agrees that it will at all times carry out the event and activity with full and due regard to public safety, health, and welfare. Licensee agrees to employ the appropriate number of security personnel to properly serve and protect the public and control the conduct of persons invited onto the Carlisle Expo Center by the Licensee for its event or activity. Licensee will pay for the number of security personnel that both Licensor and Licensee mutually agree upon as necessary. Licensee acknowledges and agrees that the security personnel it utilizes will carry lethal weapons only if they are duly certified according to Act No. 235 (Lethal Weapons Training Act). Licensee shall indemnify, defend, and hold harmless Licensor from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any reasonable attorneys' fees and/or litigation expenses, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of the Licensee, its security personnel, its employees, agents, representatives, or subcontractors,

their employees, agents, or representatives in connection with or incidental to the performance of any public safety related matters.

13. **ADVERTISING:** Licensee agrees Licensee is fully responsible for all of the advertising and promotion with any and all media outlets for the events scheduled herein. Licensee agrees that all of its advertising and promotions will be accurate, truthful and not misleading in any respect. If the Licensee violates this provision in any way, the Licensor may, in its sole discretion, terminate this contract and cancel the said event without further liability for any claims for damages by the Licensee.
14. **LICENSOR UNABLE TO PERFORM:** If for any reason Licensor is unable to fulfill its obligation under this contract as the result of unforeseen events, including but not limited to fire, casualty, labor strikes, weather conditions, war, civil unrest, changes in laws, or any other event which renders it impossible to fulfill the terms of this contract, then Licensee shall have the right to receive back any consideration paid on account hereof. Further, Licensee expressly waives any claim or right to damages direct, consequential, and punitive as a result of cancellation of this contract by Licensor.
15. **LICENSEE UNABLE TO PERFORM:** Should Licensee cancel the event or activity covered by this contract, Licensee hereby forfeits the holding deposit. Further, Licensee acknowledges and agrees that the full rental consideration as set forth in this contract shall be payable by Licensee to Licensor as liquidated damages and not as penalty, if canceled within 90 days of event. Licensee agrees that such payment as liquidated damages is both fair and reasonable.
16. **PARTIES BOUND:** This agreement shall be binding upon and benefit the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, when permitted by this contract.
17. **AMENDMENT:** No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.
18. **RIGHTS AND REMEDIES CUMULATIVE:** The rights and remedies provided by this License are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.
19. **NO WAIVER OR DEFAULT:** No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this License shall be deemed to be waiver of any other breach of the same or any other term, condition or covenant contained herein.
20. **EXCUSE:** Neither Licensor nor Licensee shall be required to perform any term, condition or covenant in this License so long as such performance is delayed or prevented by any Acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, or any other cause not reasonably within the control of the Licensor or Licensee and which by the exercise of due diligence Licensor or Licensee is unable, wholly or in part to prevent or overcome.
21. **APPLICABLE LAW:** The licensee shall be governed by the laws of the Commonwealth of Pennsylvania.
22. **DESCRIPTIVE HEADINGS:** The descriptive headings, used herein, are for convenience only. They are not intended to indicate all of the matter in the sections which follow them. Accordingly, they have no effect, whatsoever, in determining the rights of obligations of the parties.
23. **RECEIPT OF COPY:** The Licensee acknowledges receipt of a fully executed copy of this contract.

The parties to this agreement hereby signed below accept the terms and conditions defined herein.

**For LICENSEE:**

\_\_\_\_\_  
Lynn Hofer, Festival Chairperson

\_\_\_\_\_  
Date

**For LICENSOR:**

\_\_\_\_\_  
Scott Amig  
Event & Marketing Manager

\_\_\_\_\_  
Date