

UNC-TV TERMS AND CONDITIONS

- RESTRICTIONS ON USE:** Client shall not knowingly use the premises in any manner that will increase the risk of loss covered by insurance on the premises, result in an increase in the rate of insurance, or result in the cancellation of any insurance policy, even if such use may be necessary to conduct the production. Client shall not keep, use or sell anything prohibited by any policy of fire insurance covering the premises and shall comply with all requirements of the insurer applicable to the premises necessary to keep in force the fire and liability insurance. Client shall not allow any waste or nuisance on the premises or use or allow the premises to be used for any unlawful purpose. Client shall not admit to the premises a larger number of persons than the seating capacity can accommodate or can safely or freely move about within the premises, and the decision of the Manager on Duty in this respect shall be final. UNC-TV reserves the right to eject or cause to be ejected from the premises any person UNC-TV or its representatives reasonably finds objectionable and neither UNC-TV nor any of its officers, agents or employees shall be liable to Client for any damages that may be sustained by Client through the exercise by UNC-TV of such right.
- DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES:** UNC-TV represents that the premises are in fit condition for use by the Client. Acceptance of the premises by Client shall be construed as recognition that the premises are in a good state of repair and in sanitary condition. Client shall surrender the premises in the same condition as when Client took possession, allowing for reasonable wear and damage by acts of God or other causes beyond the reasonable control of Client. Client shall remove all its personal property and personnel from the premises at the expiration of the use term. Any holding over by Client without the express authorization of UNC-TV shall be treated as a tenancy at will at the standard base pay rent per day charged by UNC-TV, payable in advance, and UNC-TV shall retain all remedies under this Agreement and rights under the law for removal of Client from the premises.
- MAINTENANCE OF COMMON AREAS AND UTILITIES:** UNC-TV shall furnish all normal lighting in the demised premises and shall maintain and clean the premises, including stairways, halls, accesses and restroom facilities. UNC-TV shall also furnish hot and cold water, electricity, A/C or heat to the premises used by Client during the term of this Agreement. All of the above services and utilities shall be furnished by UNC-TV at no separate cost or expense to Client.
- ENTRY ON PREMISES BY UNC-TV:** UNC-TV reserves the right to enter on the premises at reasonable times to inspect them, perform required maintenance and repairs, or make additions, alterations or modification to any part of the building in which the premises are located, and Client shall permit UNC-TV to do so. UNC-TV may erect scaffolding, fences and similar structures, post-relevant notices and place movable equipment in connection with making alterations, additions or repairs, all without incurring liability to Client for disturbance of quiet enjoyment of the premises or loss of occupation thereof so long as Client's benefit under this Agreement is not substantially diminished.
- NON-LIABILITY OF UNC-TV FOR DAMAGES/INDEMNIFICATION:** UNC-TV shall not be liable for damage claims for injury to persons or property from any cause relating to the occupancy of the premises by Client, including those arising of damages or losses occurring on sidewalks or other areas adjacent to the premises during the term of this Agreement, except for liability to the extent permitted under the Tort Claims Act of North Carolina, resulting from UNC-TV's acts or omissions, Client, during the term hereof, shall indemnify to persons loss of life or damage to property occurring within the demised premises and arising out of the use and occupancy of the demised premises by Client, excepting, however, such claims and demands for injuries, loss of life, and damage to property caused or partially caused by acts or omissions of UNC-TV. In the event the premises or any part thereof is damaged by fire, or if for any other reason, including strikes, failure of utilities, or any act of God, and the fulfillment of this Agreement is rendered impossible in the reasonable judgment of the Management, Client hereby expressly releases, discharges and will save harmless UNC-TV and its agents from any demands, claims, actions and causes of action arising out of the failure of this Agreement to be fulfilled by UNC-TV. However, in such event, all money paid to UNC-TV by Client will be returned and Client will have no further obligation under this Agreement. UNC-TV assumes no responsibility for any property placed on the premises by Client. Any property left in the premises by Client shall, after a period of thirty (30) days from the last day of Client's use, be deemed abandoned and becomes the property of UNC-TV to be disposed of or utilized at UNC-TV's discretion. Client MUST PROVIDE UNC-TV WITH PROOF OF INSURANCE in the amounts of not less than \$2,000,000 General Aggregate, \$100,000 Fire (for any one fire), and \$5,000 Medical Expenses (for any one person).
- GOVERNING LAW:** This Agreement shall be governed by the laws of North Carolina (excluding any conflict of law's provisions of the State of North Carolina which would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding shall be brought in the courts located in North Carolina. Client consents to the exclusive personal jurisdiction and venue of the courts located in North Carolina.

7. **BROADCASTING:** All forms of broadcasting, telecasting, video-taping, recording or radio broadcasting of performances under this Agreement are reserved to Client and shall remain under Client's control, absent a written agreement to the contrary between UNC-TV and Client. If such an agreement is made, Client may require payment for said privilege. In the event any material, composition or name to be used or performed incident to this Agreement has been duly copyrighted, Client agrees to be fully responsible for any fees, royalties and licenses in connection therewith. Furthermore, Client shall indemnify and save UNC-TV harmless from any claims, expenses or suits for copyright infringement which may arise from performance(s) incident to this Agreement.
8. **TAXES AND PERMITS:** UNC-TV shall not be responsible for the payment of any taxes arising out of or connected with the use of the premises by Client. Client shall be responsible and required to pay UNC-TV on demand an amount sufficient to discharge all taxes which may arise from or in connection with Client's use of the premises. Client has the responsibility to obtain any additional permits and licenses required by ordinance or law incident to use of the premises hereunder and shall permit inspection by appropriate departments of federal, state and local government.
9. **ASSIGNMENT OR LICENSE:** Client shall not assign the premises, or any right or privilege connected therewith, or allow any other person except Client's agents, employees, and invitees of Client's production to occupy the premises or any part thereof without first obtaining written consent of UNC-TV. A consent thereof by UNC-TV shall not be a consent to a subsequent assignment or occupation by other persons. An unauthorized assignment, or license to occupy by Client shall be void and shall, at the option of UNC-TV, terminate this Agreement.
10. **REMEDIES UPON DEFAULT:** UNC-TV may terminate this Agreement in the event of: (1) non-payment by Client of any installation of rent, including the rent specified in paragraph III above, or any other payments required herein if such non-payment continues for ten (10) days after written notice of non-payment is delivered to Client; (2) the abandonment of the premises by Client during the term of this Agreement, or (3) the violation by Client of any of the terms and conditions of this Agreement if such violation continues to exist for ten (10) days after written notice of the violation is delivered to Client. UNC-TV shall have the right upon termination to re-enter and to repossess the demised premises by force and to dispossess and remove them from all occupants and their effects, without being liable for any prosecution for such action and to hold the premises as if this Agreement had not been made. Client shall remain liable for loss or damage resulting from Client's default, with UNC-TV's damages being mitigated by any income received as rent for any part of the term of this Agreement. Client hereby waives all rights of notice to quit or intention to re-enter the premises under the provisions of any statute of the State of North Carolina or of this Agreement in the event of termination. Should Client cancel all or part of the rental, no deposit refund shall be made, and the full base rent specified in this Agreement shall be payable by Client to UNC-TV as liquidated damages, not as penalty, and Client agrees also to pay any reimbursable expensed incurred by UNC-TV in connection with the event covered by this Agreement. In addition, all rents, charges, and other sums herein provided to be paid shall constitute a first lien on all property of Client in the demised premises at the time of any default of Client, and Client hereby pledges its above-described property for the purpose of securing the payment of all such rents, charges, and other sums. In the event of such default, UNC-TV may take possession of any of the property and hold it until the default is remedied. If the default is not remedied or satisfied within fifteen (15) days after such default, UNC-TV may exercise such rights with respect to the property as is permitted it by applicable law including, without limitation, advertising the property for sale, and upon the sale, applying the proceeds to the satisfaction of any amounts due UNC-TV, and shall pay Client any sums remaining. UNC-TV's rights under this paragraph are not exclusive and UNC-TV retains all rights and remedies which it may have by law in the event of default by Client, including, but not limited to, UNC-TV's rights under any statutory eviction procedures.
11. **UNC-TV HOLD HARMLESS AND ADA COMPLIANCE:** UNC-TV is a place of public accommodation and is accessible to disabled persons in accordance with the Americans with Disabilities Act (ADA). Client agrees that its program will comply with the requirements of the ADA and will not allow any of its employees, contractors, invitees or other persons to render UNC-TV inaccessible to disabled persons or otherwise cause UNC-TV to be out of compliance with the ADA. In the event that the Client, its employees, contractors, invitees, or others cause UNC-TV to be out of compliance with the ADA, Client shall immediately remove or correct the cause and return UNC-TV to compliance with the ADA. UNC-TV will assist Client in insuring compliance with the ADA, but, will under no circumstances allow any activity which the Management deems to not be in compliance with the ADA. As an entity of the University of North Carolina and the State of North Carolina, UNC-TV is self-insured. Specifically, UNC-TV will be responsible for the negligent and intentional conduct of its officers and employees arising out of the performance of this Agreement to the extent permitted by the laws of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, and the Excess Liability Policy administered through the North Carolina Department of Insurance, subject to the availability of appropriations and in proportion to and to the extent that such liability for damages is caused by or results from the acts of UNC-TV, its

officers or employees. Notwithstanding any provisions of this Agreement, nothing is intended as a waiver of any defense of sovereign immunity to which the University or UNC-TV would otherwise be entitled. UNC-TV is responsible for all permanent accommodations, such as, but not limited to, wheelchair access, elevator standards, door width standard and restroom accessibility. Client is responsible for all non-permanent accessibility requirements, such as, but not limited to, seating accessibility, auxiliary aids for the visually impaired, hearing impaired and mobility impaired. Prior to the production, Client shall provide to UNC-TV an outline of the accessibility services the Client will provide to the disabled attendees.

12. **CANCELLATION OF DATES HELD BY CLIENT:** The cancellation by the Client, of any dates being held by Client, within forty-eight (48) hours of the dates being cancelled, upon which, UNC-TV and the Client will reschedule a mutually agreeable date for the taping. If UNC-TV and the Client cannot agree on a rescheduled taping date, the Client shall be charged by UNC-TV the lesser amount equal to all anticipated expenses including, but not limited to, rent, labor charges, commissions, handling fees, and any other usual and customary fees that would have been charged to Client for those dates. All cancellations of dates being held by the Client must be in writing.
13. **SMOKING POLICY:** UNC-TV is a smoke-free building. This includes all lobbies, restrooms, backstage areas, dressing rooms, reception areas and within thirty (30) feet of any entrance. If you have any questions as to the locations where smoking is allowed, please ask any staff member. It is the responsibility of the Client to inform all of its employees, guests and contractors as to the policy.
14. **ATTORNEY'S FEES:** Unless otherwise ordered by a court of competent jurisdiction, the parties agree that if UNC-TV or Client files an action to enforce a clause or clauses in this Agreement or for breach of any covenant or condition, the losing party, upon order of a court of competent jurisdiction, shall be liable to pay the prevailing party reasonable attorney's fees for the services of the prevailing party's attorney in the action, all fees to be fixed by the court.
15. **AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS:** The covenants and agreements contained in this Agreement shall be binding on the parties and on their respective successors, heirs, executors, administrators and assigns.