AGREEMENT

THIS AGREEMENT is made between the

ASSOCIATED STUDENT BODY OF SANTA BARBARA COMMUNITY COLLEGE
hereinafter called "STUDENT BODY," and;

SANTA BARBARA COMMUNITY COLLEGE DISTRICT,
hereinafter called, "COLLEGE," and;

FIESTA, INCORPORATED
hereinafter called PROMOTER

AS FOLLOWS:

WHEREAS, STUDENT BODY desires to contract with PROMOTER to conduct a "Rock Music Concert; on COLLEGE premises on ____________________________ with the performing artists being the group commonly known as ____________________________; and

WHEREAS, COLLEGE operates a sports and entertainment arena (hereinafter referred to as La Playa Stadium) at Santa Barbara City College; and

WHEREAS, La Playa Stadium is suitable for presentation of the "Rock Music Concert" (hereinafter referred to as "The Event"); and

WHEREAS, STUDENT BODY and COLLEGE desire its presentation therein; and

WHEREAS, STUDENT BODY desires to use the proceeds from "The Event" for loans and scholarships for present, prospective and future students at Santa Barbara City College. COLLEGE shall make available to STUDENT BODY the La Playa Stadium subject to the terms and conditions hereinafter specified, which COLLEGE deems necessary for proper presentation of "The Event," and STUDENT BODY agrees to present "The Event" under the auspices of the PROMOTER known as Fiesta, Incorporated.

NOW, THEREFORE, STUDENT BODY, COLLEGE, and PROMOTER agree as follows:

1. Tickets. A total printing of fifteen thousand (15,000) tickets at a face value of seven dollars ($7.00) for each ticket, and that tickets shall be prenumbered and numbered consecutively. STUDENT BODY shall pay for printing of all tickets and all tickets shall be distributed by STUDENT BODY. Ticket outlets to be used for the sale of tickets are: Music Galaxy, Morninglory Music, Open Air Bicycles, (all of Santa Barbara) Salzers Mercantile in Ventura, Santa Barbara City College Associated Student Body Office, and an outlet to be determined at a later date in Santa Maria. PROMOTER shall not print, sell, nor cause to be printed, sold, nor distributed any ticket or form of ticket to "The Event." In the event of the sale of more than 15,000 tickets, then 100% of the gross sales proceeds or the face value of the tickets shall become the exclusive property of the Associated Student Body of Santa Barbara City College.
2. Advertising, Promoting and Publicity. Advertising for "The Event" is to be restricted to radio stations KIST and KTMS of Santa Barbara, KSEE of Santa Maria, KACY of Port Hueneme, and television station KEYT of Santa Barbara. All advertising shall be approved by COLLEGE previous to its use.

3. Security. Security shall be provided by National Event Services. Payments for security shall be made by COLLEGE from funds withheld from ticket sales. These funds will be audited after "The Event" and disbursed in accordance with this contract. It is understood that the use of these funds is at the discretion of COLLEGE and that these funds shall be expended at COLLEGE'S discretion.

4. Stadium Staffing. Ticket sellers, ticket takers, parking attendants, and physicians, but not necessarily limited to those persons, shall be provided by PROMOTER.

5. Food Services. All food and beverage concessions shall be operated by COLLEGE. It is the PROMOTER'S responsibility to provide for all food and beverages for the performers.

6. Insurance. All insurance provided by PROMOTER or STUDENT BODY shall be purchased through the firm of William Cahill Agency, Santa Barbara. PROMOTER shall obtain a certificate showing public liability insurance by the insurer approved by COLLEGE, in the amount of no less than five million dollars ($5,000,000) each occurrence for STUDENT BODY, its officers, agents and employees and COLLEGE, its officers, agents and employees, as well as the PROMOTER of "The Event" and all activities carried on in connection therewith. This shall be at PROMOTER'S sole cost and expense and he shall deliver such certificate to the Assistant Superintendent, Business Services, of COLLEGE at least ten (10) days prior to the date of "The Event." Failure to provide such policy shall be considered cause to cancel "The Event." PROMOTER shall indemnify and hold harmless COLLEGE and STUDENT BODY from all claims, whether or not included in the insurance provided for above, for personal injuries, including injuries resulting in death, received by any person, firm, or corporation in or about La Playa Stadium facilities, the entrances and exits thereof, the sidewalks, streets, and approaches adjoining La Playa Stadium or any portion of La Playa Stadium used by PROMOTER and STUDENT BODY.
7. Workman's Compensation Insurance. PROMOTER will furnish Workman's Compensation Insurance to STUDENT BODY to cover twenty-five (25) monitors.

8. Electrical. No electrical connections may be made nor disconnected by any person whosoever other than a licensed electrical contractor and the contractor to be used for this particular event shall be Renz Electrical Company, Santa Barbara. There shall be no use of the stadium lights for "The Event."

9. Public Address System. Public address system shall be provided by PROMOTER at PROMOTER'S expense and an operator thereof. Public address system shall be operated according to rules and regulations established by COLLEGE.

10. Use of Track Area. There shall be no trucks allowed on the running track at La Playa Stadium.

11. Fencing. Extra fencing shall be provided by COLLEGE at the discretion of COLLEGE, from funds derived from ticket sales. This fencing shall become the sole property of COLLEGE subsequent to "The Event."

12. Delivery of Possession. COLLEGE shall make La Playa Stadium available to STUDENT BODY by 8 a.m. on the day four (4) days previous to "The Event," for preparatory work. PROMOTER shall pay for the cost of all installations, including the cost of renting, purchasing and installing any equipment deemed necessary in COLLEGE'S judgment, for proper presentation. PROMOTER shall pay for removal of said equipment within twenty-four (24) hours of "The Event."

13. Performing Artists. STUDENT BODY shall at its sole cost and expense, provide payment to all performers required for "The Event," and STUDENT BODY shall make direct payment to said performers from funds derived from ticket sales. There shall be no substitution of the performing artists. Any substitution will invalidate this contract and all funds from the sale of tickets shall be retained by the STUDENT BODY. Performing artist(s) are to be the group commonly known as ________________________, and shall constitute the entire group with the exception of those who are not able to perform due to conditions of health or personal emergency.

14. Division of Receipts. The Associated Student Body is guaranteed six thousand dollars ($6,000) by PROMOTER, or 12\% of the gross receipts of the sale of tickets, whichever is the greater of the two.
15. Complimentary Tickets. Complimentary tickets issued by STUDENT BODY or PROMOTER shall be included in the total fifteen thousand (15,000) allowable ticket sales and shall be regular tickets issued only through the Office of the Santa Barbara City College Associated Student Body.

16. Dressing Rooms. PROMOTER shall provide for dressing rooms required by all entertainers in "The Event."

17. Sanitary Facilities. Since the sanitary facilities at La Playa Stadium are inadequate to provide for the anticipated attendance at "The Event," PROMOTER agrees, at its expense, to furnish on the day of "The Event" such additional portable sanitary facilities, for both sexes, as shall be required by COLLEGE. This shall be thirty-six (36) portable toilets, with twenty-two (22) marked "Women" and fourteen (14) marked "Men."

18. Permits. PROMOTER agrees to furnish at its expense such governmental permits and other licenses and permits as may be required for "The Event," including, but not limited to, building permits and business licenses.

19. Additional Obligations of PROMOTER. PROMOTER shall:
   (a) Supply all performers required for the proper presentation of "The Event."
   (b) Carry and pay for Workman's Compensation Insurance with respect to the personnel of "The Event;"
   (c) Transport or arrange for transporation of all personnel, properties, facilities and equipment necessary for "The Event" to and from La Playa Stadium;
   (d) Present "The Event" in the most advantageous manner and style practicable;
   (e) Timely pay all governmental taxes (including admissions taxes) and levies due as a result of "The Event."

20. Medical Staff. PROMOTER is to provide medical staff which shall be on duty at La Playa Stadium during the hours of 8 a.m. to 5 p.m. on the day of "The Event." Medical staff shall consist of no less than three (3) medical doctors and ten (10) registered nurses.
21. Compliance with Laws. PROMOTER shall comply with the requirements of all applicable laws, orders and regulations of Federal, State, County and Municipal authorities and with any lawful direction of public officers which shall impose any duty upon COLLEGE or PROMOTER with respect to La Playa Stadium or the use and occupancy thereof. PROMOTER shall not use La Playa Stadium for any political purpose except as may be expressly approved, in writing in advance of "The Event" by COLLEGE.

PROMOTER shall comply with all rules, orders, regulations or requirements of the City Fire Department or any other similar body and shall not do or permit anything to be done in or about La Playa Stadium or bring or keep anything therein except as permitted by the Fire Department or any other authority having jurisdiction. No gasoline, acetylene or other fuel or other combustible will be permitted in La Playa Stadium without the written approval of the COLLEGE and the Fire Marshall of the City of Santa Barbara. Any decorating or other work and the material therefor, done or furnished by PROMOTER shall be subject to approval by COLLEGE and, if necessary in COLLEGE'S sole judgment, the Fire Department, and unless so approved, may be prevented or removed by COLLEGE. All decorations and other combustible materials must be fireproofed, and PROMOTER shall deliver to COLLEGE a flameproofing certificate in the form specified or required by and satisfactory to any local governmental body, having jurisdiction with respect thereto, if necessary in COLLEGE'S sole judgment.

22. Alterations. PROMOTER shall not mark, paint, drill into or in anyway mar or deface any part of La Playa Stadium facilities, or buildings and ground of COLLEGE. PROMOTER shall not display or erect any lettering, signs, pictures, notices or advertisements upon any part of the outside or inside of La Playa Stadium or make any alterations.

23. Entrances and Exits. The entrances and exits of La Playa Stadium shall be open or closed during "The Event" as COLLEGE may from time to time direct, subject to lawful direction of public officers, and to COLLEGE'S approval. Expense of maintaining guards and special police, as required by COLLEGE, at all exits and entrances of La Playa Stadium shall be paid by the PROMOTER. Articles, fittings, fixtures, materials and equipment shall be brought into or removed from La Playa Stadium only at entrances and exits designated by COLLEGE. The total number and type of vehicles which may enter La Playa Stadium and their times of entry and exit shall be conclusively determined in advance by COLLEGE.
24. Ejection. PROMOTER hereby appoints COLLEGE, STUDENT BODY, or any servant, employee or agent of the COLLEGE or STUDENT BODY, PROMOTER'S agent to refuse admission to or to cause to be removed from La Playa Stadium any person deemed undesirable by COLLEGE. Any persons employed by PROMOTER shall be under the supervision and control of COLLEGE (but not as an agent or servant of COLLEGE) while in or about La Playa Stadium and may be refused entrance to or ejected from La Playa Stadium by COLLEGE for noncompliance with any provision of this Agreement or for objectionable or improper conduct without any liability on COLLEGE'S part for such refusal or ejection.

25. College Regulations. PROMOTER shall, and shall cause its servants, agents, employees, licensees, patrons and guests to abide by such reasonable rules and regulations as may from time to time be adopted by COLLEGE for the use, occupancy and operation of La Playa Stadium.

26. Risk of Loss. PROMOTER agrees that all of its property or property of others brought or permitted by it upon La Playa Stadium shall be at the risk of PROMOTER and that COLLEGE nor STUDENT BODY shall be liable to PROMOTER for any loss or damage whatsoever caused.

27. Surrender. Twenty-four (24) hours after the conclusion of "The Event," PROMOTER shall immediately quit and surrender La Playa Stadium to COLLEGE. Upon such quitting and surrender, La Playa Stadium shall be in the same condition as at the beginning of the engagement and in good order, ordinary wear and damage by the elements excepted. PROMOTER shall remove from La Playa Stadium any goods or chattels brought or permitted by it in or about La Playa Stadium. PROMOTER shall pay COLLEGE for any expense incurred by COLLEGE in removing and/or storing such goods or chattels.

28. Use of Facilities. COLLEGE, STUDENT BODY and their officers, directors, servants, employees, agents, concessionaires, and their concessionaires' servants, employees and agents shall at all time have free access to La Playa Stadium upon presentation of Campus Police passes issued to them by COLLEGE. PROMOTER may issue photo, press and back-stage passes permitting selected persons access to specified areas of La Playa Stadium normally closed to the public. COLLEGE at such reasonable time or times as it may deem appropriate, may announce, describe and advertise over the sound system in La Playa Stadium
during "The Event," including without limitation, announcements, description and advertisements concerning other or future events being or to be held in La Playa Stadium or elsewhere, and COLLEGE reserves and retains the exclusive right to use and may use the sound system, display advertising capabilities and facilities and all other advertising capabilities and facilities in and about La Playa Stadium in any manner which in its opinion, which shall be conclusive, is desirable or appropriate, providing only that such announcements, descriptions, advertisements and use do not unduly disrupt or interfere with "The Event."

29. **Utility Liability.** If any services, including without limitation water and electricity, are furnished, with or without charges by COLLEGE to PROMOTER, COLLEGE shall in no event be liable for a failure to provide such services when prevented by strikes, accidents or other causes beyond the control or prevention of COLLEGE or during the repairing of equipment or apparatus in La Playa Stadium which is provided by COLLEGE for such purposes.

30. **Default.**

(a) If before or during the term of this Agreement (1) PROMOTER makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, (2) a receiver or trustee is appointed for PROMOTER or PROMOTER'S property, (3) execution is issued pursuant to a judgment rendered against PROMOTER (4) this Agreement is assigned, passed to or devolves upon any person, firm or corporation other than PROMOTER or PROMOTER attempts to assign this Agreement without the prior written consent of COLLEGE, or (5) PROMOTER defaults in the performance or observance of any of its obligations or agreements contained herein, including the agreement to make payments as provided herein, then, in any event, this Agreement shall at COLLEGE'S or STUDENT BODY'S option expressed in a twelve (12) hour written or telegraphic notice to PROMOTER, expire as fully and completely as if such date and time expiration were the date and time definitely fixed herein for the expiration of the term and of the Agreement, and PROMOTER shall then quit and surrender its rights to La Playa Stadium to COLLEGE, but PROMOTER shall remain liable as hereinafter provided.
(b) COLLEGE or any other person by its order may immediately upon expiration of this Agreement as provided in subparagraph (a) above, or at any time thereafter, enter La Playa Stadium and remove all persons and all or any property therefrom by summary unlawful or wrongful detainer proceedings, or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution or damages therefor, and possess and enjoy La Playa Stadium facilities together with all additions, alterations and improvements.

(c) In the event of a breach or threatened breach by PROMOTER, or any of its agreements, or obligations hereunder, COLLEGE and STUDENT BODY shall have the right of injunction and the right to invoke any remedy allowed at law or in equity or otherwise as if entry, summary proceedings or other remedies were not provided for herein.

(d) In the event of entry by COLLEGE, COLLEGE at its option may store at the cost of PROMOTER any personal property of PROMOTER or its servants, employees and agents then in or about La Playa Stadium, but in such case COLLEGE shall not be obligated to store such property for more than two (2) months and thereafter may dispose of such property in any way it sees fit, upon ten (10) days notice in writing to PROMOTER. If COLLEGE shall sell such personal property, it shall be entitled to retain from the proceeds thereof the expense of the sale and the cost of the storage.

(e) The filing of a voluntary petition in bankruptcy by PROMOTER before or after commencement of the term, whether for the purpose of seeking a reorganization or otherwise, or the admission in writing by PROMOTER of its inability to pay its debts generally as they become due, shall constitute a breach of this Agreement, and in either such event this Agreement shall forthwith terminate without notice, entry or any other action by COLLEGE or STUDENT BODY.

31. Additional Remedies. COLLEGE'S or STUDENT BODY'S failure to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. No provision of this Agreement shall be deemed to have been waived by COLLEGE or STUDENT BODY unless specific waiver thereof by COLLEGE or STUDENT BODY shall be in writing.
32. **Payment on Default.** Any expense or damage which COLLEGE or STUDENT BODY may incur or sustain by reason of PROMOTER'S noncompliance with any of the provisions of this Agreement shall be due and payable by PROMOTER to COLLEGE or STUDENT BODY pursuant to the provisions of paragraph 35 hereof.

33. **Liens.** If any moneys become due hereunder from COLLEGE or STUDENT BODY to PROMOTER or any assignee or licensee of PROMOTER, and payment or transfer thereof is, or appears to COLLEGE or STUDENT BODY to be, subject to Federal or other governmental licensing, withholding or restrictive regulations, COLLEGE or STUDENT BODY shall not be obligated to pay over or transfer said moneys unless and until COLLEGE or STUDENT BODY shall have been satisfied by PROMOTER that COLLEGE or STUDENT BODY may lawfully pay over or transfer such moneys in compliance with such regulations, and subject to withholding or any such regulations.

34. **Ancillary Rights.** COLLEGE reserves and retains and PROMOTER expressly waives and relinquishes all rights to make or license or permit others to make motion pictures, phonograph, tape or other records, and live and delayed radio and television broadcasts for closed-circuit and paid TV exhibitions of (a) "The Event" and any part thereof and (b) any decorations, furnishing or equipment placed or maintained in La Playa Stadium by PROMOTER or otherwise. PROMOTER grants to COLLEGE its licensees and designees the rights to use and to authorize others to use the name or names of PROMOTER or "The Event" or personalities appearing in "The Event" for the purposes of advertising and publicizing, except by way of endorsement, any such motion picture, record or broadcast and the products and services of any advertisers sponsoring the same.

35. **Box Office Settlement.** All box office and ticket sales receipts shall be held by COLLEGE and STUDENT BODY and applied in payment of all sums of money which shall become due from PROMOTER to COLLEGE or STUDENT BODY hereunder or by reason of PROMOTER'S use of La Playa Stadium as provided herein, including taxes and all amounts which shall become due for payments payable by PROMOTER to COLLEGE or STUDENT BODY hereunder and for personal, services, materials and equipment furnished to PROMOTER by COLLEGE or STUDENT BODY under this Agreement, and any agreement supplementing this Agreement, PROMOTER'S work orders and requests, or otherwise. COLLEGE and STUDENT BODY will remit, out of the box office receipts, to the City of Santa Barbara, its Admission Tax on PROMOTER'S behalf, if any. Any surplus remaining shall first be applied by COLLEGE or STUDENT BODY in satisfaction of any remaining obligation or liability of PROMOTER to COLLEGE or STUDENT BODY under this
Agreement by PROMOTER. The aforesaid applications shall be deemed to have been made as and when said amounts become due, irrespective of the date upon which such applications shall be made upon the books of COLLEGE or STUDENT BODY. Within fifteen (15) days after "The Event" COLLEGE and STUDENT BODY shall furnish to PROMOTER a statement showing all box office receipts relating to PROMOTER'S use of La Playa Stadium hereunder and the application of the same, and COLLEGE and STUDENT BODY shall pay to PROMOTER such moneys as shall be due to PROMOTER. PROMOTER agrees to examine such statement and to notify COLLEGE in writing of any error in the account or of any objection to any charge within five (5) business days after delivery of such statement, and unless PROMOTER shall notify COLLEGE of such claimed error or objection within such five (5) business days, such statement shall be deemed to be a true and correct statement of the account between COLLEGE and PROMOTER. PROMOTER agrees to pay COLLEGE promptly any amounts shown to be due COLLEGE on such statement, and unless PROMOTER shall notify COLLEGE of such claimed error or objection within such five (5) business days, such statement shall be deemed to be a true and correct statement of the account between COLLEGE and PROMOTER. PROMOTER agrees to pay promptly any amounts shown to be due to COLLEGE on such statement which are not paid by the application of box office receipts.

36. Copyrights. PROMOTER shall assume all costs arising from the use of patented and/or copyrighted materials, equipment, devices, or dramatic rights used on or incorporated in the conduct of "The Event." PROMOTER agrees to indemnify and hold harmless COLLEGE and STUDENT BODY and their duly authorized representatives from all damages, costs and expenses, including attorney's fees, for or on the account of the use of any patented and/or copyright materials, equipment, devices, processes, or dramatic rights furnished or used by PROMOTER in connection with this Agreement. In this regard, PROMOTER'S attention is particularly directed to the use of copyrighted music.

37. Ambulance Service. If PROMOTER or its agents, representatives, managers, employees, patrons, players, performers or participants in or about La Playa Stadium shall at any time accept or use the services of a physician or surgeon, or accept or use an ambulance service or any service in connection with an injury or sickness occurring in any person or persons while within or about La Playa Stadium during the term of this Agreement, even though such service or services be made available or be obtained through COLLEGE, PROMOTER accepts full responsibility for the acts and conduct, or services rendered, of any physician or surgeon or ambulance service or other service, and will hold COLLEGE and STUDENT BODY harmless from all responsibility or liability therefor.
38. **Refund.** If PROMOTER shall fail to occupy or to use La Playa Stadium as provided herein, STUDENT BODY shall refund all payments made by ticket purchasers after payment for all expenses incurred.

39. **Excuse of Performance.** The parties of this Agreement will be excused from the performance of this Agreement in whole or in part by reason of any of the following causes:

   (a) When such performance is prevented by operation of law.

   (b) When such performance is prevented by any act of God which could not reasonably have been foreseen and provided for.

   In the event performance is excused in accordance with the foregoing provisions, PROMOTER agrees to pay to COLLEGE and STUDENT BODY any and all costs and expenses, including amounts provided for in this Agreement, which have been incurred up to the time further performance is excused. PROMOTER hereby waives any claim for damages or compensation from COLLEGE or STUDENT BODY should this Agreement be so terminated.

40. **Waiver.** Waiver of one or more of the terms, provisions, conditions or undertakings of this Agreement shall be restricted to its particular scope and shall not operate as a modification of this Agreement.

41. **Severability.** The invalidity or illegality of any part of this Agreement shall not affect the validity or force of any other part of this Agreement.

42. **No Partnership.** The parties hereto are acting as independent contractors, and this Agreement shall not create a partnership.

43. **Assignments.** Neither this Agreement nor any of the rights, duties or obligations of PROMOTER, STUDENT BODY or COLLEGE hereunder shall be assignable in whole or in part, whether by operation of law or otherwise, by PROMOTER, STUDENT BODY or COLLEGE without the prior written consent of all parties.

44. **Notification of City Officials.** PROMOTER will be responsible to notify Police, Fire, and Recreation Departments of the City of Santa Barbara of the date, time, and place of "The Event."

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49. **Changes.** No changes whatsoever may be made in contract without the expressed written approval of all **parties.**

(New Item)

52. **Distribution of Funds.** STUDENT BODY desires to deliver two thousand, five hundred dollars ($2,500) of its profit from "The Event" to the organization known as R.S.V.P. It is understood that if any further funds from "The Event" are to accrue to R.S.V.P. these funds will be the sole responsibility of the PROMOTER and shall be paid directly by him to R.S.V.P.
45. Whole Agreement. This Agreement supersedes any previous Agreement between PROMOTER, COLLEGE and STUDENT BODY, with respect to the presentation of "The Event" in La Playa Stadium, and upon the execution and delivery hereof any rights, duties, obligations and claims arising by reason of any such previous Agreement shall be deemed terminated forthwith.

46. Construction. This Agreement shall be construed under the laws of the State of California. The PROMOTER shall comply with all applicable laws, regulations and ordinances.

47. Notices. Unless otherwise provided herein to the contrary, all notices required under this Agreement shall be deemed given when deposited in the U.S. Mail, postage prepaid, addressed:

(a) To COLLEGE:

Santa Barbara Community College District
721 Cliff Drive
Santa Barbara, California 93109

Attention: Assistant Secretary-Clerk
Board of Trustees

(b) To TENANT:

Associated Student Body
Santa Barbara City College
721 Cliff Drive
Santa Barbara, California 93109

(c) To PROMOTER:

Fiesta, Incorporated

48. Legal Fees. In the event any legal action is taken under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs of suit and all other costs reasonably related to enforcement of its rights under this Agreement.
AGREEMENT

FOR USE OF LA PLAYA STADIUM

THIS AGREEMENT is made between the
ASSOCIATED STUDENT BODY OF SANTA BARBARA COMMUNITY COLLEGE
hereinafter called "TENANT,"

AND

SANTA BARBARA COMMUNITY COLLEGE DISTRICT,
hereinafter called, "COLLEGE,"

AS FOLLOWS:

WHEREAS, TENANT desires to contract with a promoter to conduct a "Rock Music
Concert" on COLLEGE premises on __________________________; and

WHEREAS, COLLEGE operates a sports and entertainment arena (hereinafter referred
to as La Playa Stadium) at Santa Barbara City College; and

WHEREAS, La Playa Stadium is suitable for presentation of the "Rock Music
Concert" (hereinafter referred to as "The Event"), and TENANT and COLLEGE desire
its presentation therein; and

WHEREAS, TENANT desires to use the net proceeds from "The Event" for loans and
scholarships for present, prospective and future students at Santa Barbara City College;

NOW, THEREFORE, TENANT and COLLEGE agree as follows:

1. Use of Facilities. COLLEGE shall lease all of the facilities of La Playa
Stadium which COLLEGE deems necessary for the proper presentation of "The Event" to
TENANT and TENANT hereby agrees to present "The Event" in La Playa Stadium
__________________________ from the hour of ______________ to the hour of
______________. It is understood that TENANT plans to contract with a promoter for "The Event." Such contract shall
not be executed by TENANT until it shall first be reviewed and approved in writing
by COLLEGE.

2. Tickets. Not to exceed ___________________________ tickets may be sold at the following price scales:

(a) ___________________________ tickets at ___________________________
Dollars ($_________ each.

(b) ___________________________ tickets at ___________________________
Dollars ($_________ each.

(c) ___________________________ tickets at ___________________________
Dollars ($_________ each.

- 1 -
49. Changes. No changes whatsoever may be made in contract without the expressed written approval of all partners.

50. Cashiers Check. COLLEGE requires of the PROMOTER that PROMOTER post a fifteen thousand dollar ($15,000) cashiers check with the Office of the Assistant Superintendent, Business Services by _________________ to insure repair of any damages of COLLEGE facilities resulting from the production of "The Event," or to pay expenses related to PROMOTER'S failure to perform any requirement of this contract. This cashiers check shall be returned to PROMOTER within ten (10) days after "The Event" if there has been no damage to campus stadium or its appurtenances.

51. Deposit. It is understood by PROMOTER that STUDENT BODY will deposit with COLLEGE twenty-six thousand, five hundred fifty dollars ($26,550) prior to performance date of contract which shall be _________________ for the costs and purposes as described below, and that these funds shall be derived from ticket sales.

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Dr. Glenn G. Gooder
Secretary-Clerk, Board of Trustees

Date

Mr. John Cochran
Fiesta, Incorporated

Date

Mrs. Lynda F. Rodrigues
Assistant Dean, Student Activities

Date

Mr. Mark Heinz
President, Associated Student Body

Date
CHANGES TO CONTRACT #2:

49. Changes. No changes whatsoever may be made in contract without the expressed written approval of all parrttee part parties.

(New Item)

52. Distribution of Funds. STUDENT BODY desires to deliver two thousand, five hundred dollars ($2,500) of its profit from "The Event" to the organization known as R.S.V.P. It is understood that if any further funds from "The Event" are to accrue to R.S.V.P. these funds will be the sole responsibility of the PROMOTER and shall be paid directly by him to R.S.V.P.
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AND

SANTA BARBARA COMMUNITY COLLEGE DISTRICT, hereinafter called, "COLLEGE,

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WHEREAS, La Playa Stadium is suitable for presentation of the "Rock Music Concert" (hereinafter referred to as "The Event"), and TENANT and COLLEGE desire its presentation therein; and

WHEREAS, TENANT desires to use the net proceeds from "The Event" for loans and scholarships for present, prospective and future students at Santa Barbara City College;

NOW, THEREFORE, TENANT and COLLEGE agree as follows:

1. Use of Facilities. COLLEGE shall lease all of the facilities of La Playa Stadium which COLLEGE deems necessary for the proper presentation of "The Event" to TENANT and TENANT hereby agrees to present "The Event" in La Playa Stadium __________ from the hour of __________ to the hour of __________. It is understood that TENANT plans to contract with a promoter for "The Event." Such contract shall not be executed by TENANT until it shall first be reviewed and approved in writing by COLLEGE.

2. Tickets. Not to exceed ___________________________________________ tickets may be sold at the following price scales:

(a) ___________________________________________ tickets at __________
      Dollars ($_____) each.

(b) ___________________________________________ tickets at __________
      Dollars ($_____) each.

(c) ___________________________________________ tickets at __________
      Dollars ($_____) each.
(d) ________________ tickets at ____________
Dollars ($____) each.
(e) ________________ tickets at ____________
Dollars ($____) each.
(f) ________________ tickets at ____________
Dollars ($____) each.

3. Rent and Other Income.

(a) TENANT shall have the use of La Playa Stadium as set out herein rent free. The net proceeds of "The Event" shall be applied to loans and scholarships for present, prospective and future students, subject to the general supervision of COLLEGE as provided in Education Code Sections 10701, et seq., which Sections further authorize this Agreement. Twenty-six Thousand, Five Hundred Fifty Dollars ($26,550) shall be deposited by TENANT with COLLEGE previous to performance date of contract which shall be ______________, to cover any damage resulting to La Playa Stadium, its grounds, fences, concessions, parking area, surrounding area, or to vehicles, or personal belongings within the area, or to any buildings, grandstand or other equipment of TENANT, and other costs as described below.

1. Security $ 18,000
2. Physical Plant 2,500
3. Stadium Cleanup 750
4. Temporary Fencing 3,500
5. A.S. Cashier's Office (ticket handling) 200
6. SBCC Activities Coordinator (overhead) 600
7. Miscellaneous Costs 1,000

(b) All revenue derived from the sale of food, beverages, concessions, novelties, souvenirs, (record albums, programs), parking and other items or services sold at La Playa Stadium shall be retained by TENANT and shall be sold only by TENANT or persons designated by TENANT and approved by COLLEGE. No parking in connection with "The Event" shall be permitted on the upper campus at Parking Lot #1. All parking shall be at Parking Lots #2, 2A, 2B, 2C, 3, and 4 at the same general grade level as La Playa Stadium.

4. Advertising, Promotion and Publicity.

(a) The TENANT agrees, in advertising "The Event," to submit to COLLEGE for its approval, in advance of use, copies of the detailed advertising. Such advertising shall be in good taste, and reflect the best qualities of the COLLEGE.
(b) TENANT agrees that any visual material, whether created for television, newspaper, outdoor advertising, handbills or otherwise, prepared by or for TENANT containing reference to La Playa Stadium, shall be approved by COLLEGE, in advance of its use.

(c) Since the facilities at La Playa Stadium and approach roads thereto cannot reasonably accommodate a total of more than 15,000 persons at any one time TENANT agrees that the media used for all advertising and the areas and locations for such advertising of "The Event" shall be only such as shall have been approved in advance by COLLEGE.

5. Stadium Staffing. TENANT shall arrange for and pay all personnel required to staff La Playa Stadium for "The Event" including, but not limited to, physicians, ticket sellers, ticket takers, and parking attendants. In addition, TENANT shall provide and pay for a special security force of not less than ___________ person(s) as required by National Events Services which shall be the sole contractor for security provisions. The exact numbers and qualifications of such special security force shall be subject to prior written directions and approval of COLLEGE. All such staffing personnel shall individually be subject to approval by COLLEGE.

6. Public Address System. PROMOTER shall furnish, at PROMOTER'S expense, public address system and an operator thereof. The public address system shall be operated according to rules and regulations established by COLLEGE. TENANT shall make such provisions in any contractual arrangement with PROMOTER.

7. Delivery of Possession. COLLEGE shall make La Playa Stadium available to TENANT by 8 a.m. on the day four (4) days previous to "The Event," for preparatory work. PROMOTER shall pay for the cost of all installations, including the cost of renting, purchasing and installing any equipment deemed necessary in COLLEGE'S judgment, for proper presentation. PROMOTER shall pay for removal of said equipment within twenty-four (24) hours of "The Event."

8. Lighting. No lighting shall be provided or used, since "The Event" is to commence and completely terminate during daylight hours.

9. Cleaning. TENANT shall keep La Playa Stadium in an orderly condition, and shall cause all refuse, rubbish and debris to be deposited in containers provided by TENANT at specified locations at La Playa Stadium which are designated for that purpose by COLLEGE. TENANTS shall clean La Playa Stadium after "The Event."
10. **Ticket Sales.**

(a) Prior ticket sales relating to the presentation of "The Event" shall be made by the TENANT at its own locations. Ticket sales at La Playa Stadium will be performed by TENANT'S employees, under COLLEGE'S supervision. Expenses incurred in connection with ticket sales through COLLEGE box office, including, but not limited to, personnel, special telephone service and messenger service, shall be paid by the TENANT.

(b) At least ten (10) days before TENANT desires the sale or distribution of the tickets and admissions to begin, it shall deliver to COLLEGE'S business office all information required for such tickets and admissions for "The Event." TENANT shall be responsible for causing such tickets and admissions to be printed and delivered to sales locations. TENANT shall be required to receive and protect all receipts from such ticket sales and to deliver such receipts to COLLEGE for safe keeping.

11. **Insurance.**

(a) Tenant shall require the PROMOTER to obtain a certificate showing public liability coverage by an insurer approved by COLLEGE in the minimum amount of Five Million Dollars ($5,000,000.00) each occurrence, for TENANT, its officers, agents and employees and COLLEGE, its officers, agents and employees as well as the PROMOTER of "The Event", and all activities carried on in connection therewith at PROMOTER'S sole cost and expense and deliver such certificate to the Assistant Superintendent, Business Services, of COLLEGE at least ten (10) days prior to the date of "The Event."

(b) TENANT shall cause the PROMOTER to indemnify and hold harmless COLLEGE from all claims whether or not included within the insurance provided for in subparagraph (a) above for personal injuries, including injuries resulting in death, received by any person, firm, or corporation in or about La Playa Stadium Facilities, the entrances, and exits thereof, the sidewalks, streets and approaches adjoining La Playa Stadium or any portion of La Playa Stadium used by TENANT.

12. **Costs.** TENANT agrees to pay for all utilities, janitorial supplies, maintenance supplies, and equipment, and other similar miscellaneous goods and services provided for "The Event."

13. **Musicians.** TENANT shall at its sole cost and expense provide for all musicians required for "The Event."
14. **Ticket Office.** COLLEGE shall make available to TENANT space selected by COLLEGE at its discretion, for a ticket office. Such space shall be available to TENANT from 8:00 a.m. on the day of "The Event," and from 8:00 a.m. to 4:00 p.m. for the ten (10) days previous to "The Event." There shall be no additional charge to TENANT for such space but TENANT'S use thereof is subject to all other terms and conditions of this Agreement. At TENANT'S request COLLEGE will provide phone service into said ticket office. In such event, TENANT agrees to pay all installation, service, equipment and repair charges made with respect to such phone service.

15. **Changeover.** To the extent not covered herein pursuant to paragraph 7, or elsewhere, TENANT agrees to reimburse COLLEGE all costs of labor and materials incurred in changing La Playa Stadium from its prior use to use for "The Event" and from "The Event" to its subsequent use.

16. **Complimentary Tickets.** Complimentary tickets issued by TENANT or PROMOTER shall be included in the total 15,000 allowable ticket sales and shall be regular tickets issued only through the office of the Santa Barbara City College Associated Student Body.

17. **Dressing Rooms.** COLLEGE shall, at no extra rent to TENANT make available such dressing rooms as may, in the reasonable judgment of COLLEGE, be required for "The Event." TENANT shall provide security guards for such dressing rooms as required by COLLEGE at TENANT'S expense.

18. **Sanitary Facilities.** Since the sanitary facilities at La Playa Stadium are inadequate to provide for the anticipated attendance at "The Event," TENANT agrees, at its expense, to furnish on the day of "The Event" such additional portable sanitary facilities, for both sexes, as shall be required by COLLEGE. This shall be thirty-six (36) portable toilets, with eighteen (18) each clearly marked "Men" and "Women."

19. **Permits.** TENANT agrees to furnish at its expense such governmental permits and other licenses and permits as may be required for "The Event," including, but not limited to, building permits and business licenses.
20. Additional Obligations of Tenant. TENANT shall:
   (a) Supply and pay for all performers required for the proper presentation
       of "The Event;"
   (b) Carry and pay for Workmen's Compensation Insurance with respect to the
       personnel of "The Event;"
   (c) Transport or arrange for transportation of all personnel, properties,
       facilities and equipment necessary for "The Event" to and from La Playa Stadium;
   (d) Present "The Event" in the most advantageous manner and style practicable;
   (e) Timely pay all governmental taxes (including admissions taxes) and levies
       due as a result of "The Event."

21. Compliance with Laws. TENANT shall comply with the requirements of all
    applicable laws, orders and regulations of Federal, State, County and Municipal auth-
    orities and with any lawful direction of public officers which shall impose any duty
    upon COLLEGE or TENANT with respect to La Playa Stadium or the use and occupancy
    thereof. TENANT shall not use La Playa Stadium for any political purpose except as
    may be expressly approved, in writing in advance of "The Event" by COLLEGE.

    TENANT shall comply with all rules, orders, regulations or requirements of the
    City Fire Department or any other similar body and shall not do or permit anything to
    be done in or about La Playa Stadium or bring or keep anything therein except as
    permitted by the Fire Department or any other authority having jurisdiction. No gasoline,
    acetylene or other fuel or other combustible will be permitted in La Playa Stadium
    without the approval of COLLEGE. Any decorating or other work and the material therefor,
    done or furnished by TENANT shall be subject to approval by COLLEGE and, if necessary
    in COLLEGE'S sole judgment, the Fire Department, and unless so approved, may be prevented
    or removed by COLLEGE. Add decorations and other combustible materials must be fire-
    proofed, and TENANT shall deliver to COLLEGE a flameproofing certificate in the form
    specified or required by and satisfactory to any local governmental body, having
    jurisdiction with respect thereto, if necessary in COLLEGE'S sole judgment.

22. Alterations. TENANT shall not mark, paint, drill into or in anyway mar or
    deface any part of La Playa Stadium facilities, or buildings and grounds of COLLEGE.
    TENANT shall not display or erect any lettering, signs, pictures, notices or advertise-
    ments upon any part of the outside or inside of La Playa Stadium or make any alterations
    or improvements in or to La Playa Stadium without the prior written consent of COLLEGE.
23. **Entrances and Exits.** The entrances and exits of La Playa Stadium shall be open or closed during "The Event" as COLLEGE may from time to time direct, subject to lawful direction of public officers, and to COLLEGE'S approval. Expense of maintaining guards and special police, as required by COLLEGE, at all exits and entrances of La Playa Stadium shall be paid by the TENANT. Articles, fittings, fixtures, materials and equipment shall be brought into or removed from La Playa Stadium only at entrances and exits designated by COLLEGE. The total number and type of vehicles which may enter La Playa Stadium and their times of entry and exit shall be conclusively determined in advance by COLLEGE.

24. **Ejection.** TENANT hereby appoints COLLEGE, or any servant, employee or agent of the COLLEGE, TENANT'S agent to refuse admission to or to cause to be removed from La Playa Stadium any person deemed undesirorable by COLLEGE. Any persons employed by TENANT shall be under the supervision and control of COLLEGE (but not as an agent or servant of COLLEGE) while in or about La Playa Stadium and may be refused entrance to or ejected from La Playa Stadium by COLLEGE for noncompliance with any provision of this Agreement or for objectionable or improper conduct without any liability on COLLEGE'S part for such refusal or ejection.

25. **College Regulations.** TENANT shall, and shall cause its servants, agents, employees, licensees, patrons and guests to abide by such reasonable rules and regulations as may from time to time be adopted by COLLEGE for the use, occupancy and operation of La Playa Stadium.

26. **Risk of Loss.** TENANT agrees that all of its property or property of others brought or permitted by it upon La Playa Stadium shall be at the risk of TENANT and that COLLEGE shall not be liable to TENANT for any loss or damage whatsoever caused.

27. **Surrender.** Five hours after the conclusion of "The Event," TENANT shall immediately quit and surrender La Playa Stadium to COLLEGE. Upon such quitting and surrender, La Playa Stadium shall be in the same condition as at the beginning of the engagement and in good order, ordinary wear and damage by the elements excepted. COLLEGE shall provide necessary lighting for cleanup and removal of goods or chattels at COLLEGE'S expense. TENANT shall remove from La Playa Stadium any goods or chattels brought or permitted by it in or about La Playa Stadium. TENANT shall pay COLLEGE for any expense incurred by COLLEGE in removing and/or storing such goods or chattels.
28. Use of Facilities. COLLEGE, its officers, directors servants, employees, agents, concessionaires, and its concessionaires' servants, employees and agents shall at all time have free access to La Playa Stadium upon presentation of Campus Police passes issued to them by COLLEGE. TENANT may issue photo, press and backstage passes permitting selected persons access to specified areas of La Playa Stadium normally closed to the public. COLLEGE at such reasonable time or times as it may deem appropriate, may announce, describe and advertise over the sound system in La Playa Stadium during "The Event," including without limitation, announcements, descriptions and advertisements concerning other or future events being or to be held in La Playa Stadium or elsewhere, and COLLEGE reserves and retains the exclusive right to use and may use the sound system, display advertising capabilities and facilities and all other advertising capabilities and facilities in and about La Playa Stadium in any manner which in its opinion, which shall be conclusive, is desirable or appropriate, providing only that such announcements descriptions, advertisements and use do not unduly disrupt or interfere with "The Event."

29. Utility Liability. If any services, including without limitation water and electricity, are furnished, with or without charges by COLLEGE to TENANT, COLLEGE shall in no event be liable for a failure to provide such services when prevented by strikes, accidents or other causes beyond the control or prevention of COLLEGE or during the repairing of equipment or apparatus in La Playa Stadium which is provided by COLLEGE for such purposes.

30. Default.

(a) If before or during the term of this Agreement (1) TENANT makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, (2) a receiver or trustee is appointed for TENANT or TENANT'S property, (3) execution is issued pursuant to a judgment rendered against TENANT (4) this Agreement is assigned, passed to or devolves upon any person, firm or corporation other than TENANT or TENANT attempts to assign this Agreement without the prior written consent of COLLEGE, or (5) TENANT defaults in the performance or observance of any of its obligations or agreements contained herein, including the agreement to make payments as provided herein, then, in any event, this Agreement shall at COLLEGE'S option expressed in a 12-hour written or telegraphic notice to TENANT, expire as fully and completely as if such date and time of expiration were the date and time definitely fixed.
herein for the expiration of the term and of the Agreement, and TENANT shall then quit and surrender its rights to La Playa Stadium to COLLEGE, but TENANT shall remain liable as hereinafter provided.

(b) COLLEGE or any other person by its order may immediately upon expiration of this Agreement as provided in subparagraph (a) above, or at any time thereafter, enter La Playa Stadium and remove all persons and all or any property therefrom by summary unlawful or wrongful detainer proceedings, or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution or damages therefor, and possess and enjoy La Playa Stadium facilities together with all additions, alterations and improvements.

(c) In the event of a breach or threatened breach by TENANT, of any of its agreements, or obligations hereunder, COLLEGE shall have the right of injunction and the right to invoke any remedy allowed at law or in equity or otherwise as if entry, summary proceedings or other remedies were not provided for herein.

(d) In the event of entry by COLLEGE, COLLEGE at its option may store at the cost of TENANT any personal property of TENANT or its servants, employees and agents then in or about La Playa Stadium, but in such case COLLEGE shall not be obligated to store such property for more than two months and thereafter may dispose of such property in any way it sees fit, upon ten (10) days notice in writing to TENANT. If COLLEGE shall sell such personal property, it shall be entitled to retain from the proceeds thereof the expense of the sale and the cost of the storage.

(e) The filing of a voluntary petition in bankruptcy by TENANT before or after commencement of the term, whether for the purpose of seeking a reorganization or otherwise, or the admission in writing by TENANT of its inability to pay its debts generally as they become due, shall constitute a breach of this Agreement, and in either such event this Agreement shall forthwith terminate without notice, entry or any other action by COLLEGE.

31. Additional Remedies. COLLEGE'S failure to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act which would have originally constituted a violation
from having all the force and effect of an original violation. No provision of this Agreement shall be deemed to have been waived by COLLEGE unless specific waiver thereof by COLLEGE shall be in writing.

32. **Payment on Default.** Any expense or damage which COLLEGE may incur or sustain by reason of TENANT'S noncompliance with any of the provisions of this Agreement shall be due and payable by TENANT to COLLEGE pursuant to the provisions of paragraph 35 hereof.

33. **Liens.** If any moneys become due hereunder from COLLEGE to TENANT or any assignee or licensee of TENANT, and payment or transfer thereof is, or appears to COLLEGE to be, subject to Federal or other governmental licensing, withholding or other restrictive regulations, COLLEGE shall not be obligated to pay over or transfer said moneys unless and until COLLEGE shall have been satisfied by TENANT that COLLEGE may lawfully pay over or transfer such moneys in compliance with such regulations, and subject to withholding of any such moneys if required under any such regulations.

34. **Ancillary Rights.** COLLEGE reserves and retains and TENANT expressly waives and relinquishes all rights to make or license or permit others to make motion pictures, phonograph, tape or other records, and live and delayed radio and television broadcasts for closed-circuit and paid TV exhibitions of (a) "The Event" and any part thereof and (b) any decorations, furnishings or equipment placed or maintained in La Playa Stadium by TENANT or otherwise. TENANT grants to COLLEGE its licensees and designees the rights to use and to authorize others to use the name or names of TENANT or "The Event" or personalities appearing in "The Event" for the purposes of advertising and publicizing, except by way of endorsement, any such motion picture, record or broadcast and the products and services of any advertisers sponsoring the same.

35. **Box Office Settlement.** All box office and ticket sales receipts shall be held by COLLEGE and applied in payment of all sums of money which shall become due from TENANT to COLLEGE hereunder or by reason of TENANT'S use of La Playa Stadium as provided herein, including taxes and all amounts which shall become due for payments payable by TENANT to COLLEGE hereunder and for personnel, services, materials and equipment furnished to TENANT by COLLEGE under this Agreement, and any agreement supplementing this Agreement, TENANT'S work orders and requests, or otherwise. COLLEGE will remit, out of the box office receipts, to the City of Santa Barbara, its Admission Tax on TENANT'S
behalf, if any. Any surplus remaining shall first be applied by COLLEGE in satisfaction of any remaining obligation or liability of TENANT to COLLEGE under this Agreement or otherwise, including without limitation any damages, whether stipulated herein or not, to which COLLEGE may be entitled by reason of any breach of this Agreement by TENANT. The aforesaid applications shall be deemed to have been made as and when said amounts become due, irrespective of the date upon which such applications shall be made upon the books of COLLEGE. Within five (5) days after the conclusion of "The Event" COLLEGE shall furnish TENANT with a box office statement and at TENANT'S request made a provisional settlement with TENANT, with COLLEGE withholding such reasonable sums from such provisional settlement as it deems required to assure proper final settlement. Within fifteen (15) days after "The Event" COLLEGE shall furnish to TENANT a statement showing all box office receipts relating to TENANT'S use of La Playa Stadium hereunder and the application of the same, and COLLEGE shall pay to TENANT such moneys as shall be due to TENANT. TENANT agrees to examine such statement and to notify COLLEGE in writing of any error in the account or of any objection to any charge within five (5) business days after delivery of such statement, and unless TENANT shall notify COLLEGE of such claimed error or objection within such five (5) business days, such statement shall be deemed to be a true and correct statement of the account between COLLEGE and TENANT. TENANT agrees to pay COLLEGE promptly any amounts shown to be due COLLEGE on such statement, and unless TENANT shall notify COLLEGE of such claimed error or objection within such five (5) business days, such statement shall be deemed to be a true and correct statement of the account between COLLEGE and TENANT. TENANT agrees to pay promptly any amounts shown to be due to COLLEGE on such statement which are not paid by the application of box office receipts.

36. Copyrights. TENANT shall assume all costs arising from the use of patented and/or copyrighted materials, equipment, devices, or dramatic rights used on or incorporated in the conduct of "The Event." TENANT agrees to indemnify and hold harmless COLLEGE and its duly authorized representatives from all damages, costs and expenses, including attorney's fees, for or on the account of the use of any patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by TENANT in connection with this Agreement. In this regard, TENANT'S attention is particularly directed to the use of copyrighted music.

37. Ambulance Service. If TENANT or its agents, representatives, managers, employees, patrons, players, performers or participants in or about La Playa Stadium shall at any time accept or use the services of a physician or surgeon, or accept or
use an ambulance service or any service in connection with an injury or sickness occurring in any person or persons while within or about La Playa Stadium during the term of this Agreement, even though such service or services be made available or be obtained through COLLEGE, TENANT accepts full responsibility for the acts and conduct, or services rendered, of any physician or surgeon or ambulance service or other service, and will hold COLLEGE harmless from all responsibility or liability therefor.

38. **Refund.** If TENANT shall fail to occupy or to use La Playa Stadium as provided herein, COLLEGE shall refund all payments made after payment for all expense incurred.

39. **Excuse of Performance.** The parties to this Agreement will be excused from the performance of this Agreement in whole or in part by reason of any of the following causes:

(a) When such performance is prevented by operation of law.

(b) When such performance is prevented by any act of God which could not reasonably have been foreseen and provided for.

In the event performance is excused in accordance with the foregoing provisions, TENANT agrees to pay to COLLEGE any and all costs and expenses, including amounts provided for in this Agreement, which have been incurred up to the time further performance is excused. TENANT hereby waives any claim for damages or compensation from COLLEGE should this Agreement be so terminated.

40. **Waiver.** Waiver of one or more of the terms, provisions, conditions or undertakings of this Agreement shall be restricted to its particular scope and shall not operate as a modification of this Agreement.

41. **Severability.** The invalidity or illegality of any part of this Agreement shall not affect the validity or force of any other part of this Agreement.

42. **No Partnership.** The parties hereto are acting as independent contractors, and this Agreement shall not create a partnership.

43. **Assignments.** Neither this Agreement nor any of the rights, duties or obligations of TENANT or COLLEGE hereunder shall be assignable in whole or in part, whether by operation of law or otherwise, by either TENANT or COLLEGE without the prior written consent of all parties.
44. **Promoter Bound as Tenant.** In order that the provisions of this Agreement shall be properly and strictly complied with, all of the duties and obligations of TENANT shall be applicable to and binding upon the promoter of "The Event" as though the promoter was named herein as the TENANT and any breach of duties or obligations imposed on the TENANT hereunder by the promoter will give rise to the same rights and remedies in the COLLEGE as though such breach were committed by TENANT and promoter shall sign this Agreement in acknowledgment thereof.

45. **Whole Agreement.** This Agreement supersedes any previous Agreement between TENANT and COLLEGE with respect to the presentation of "The Event" in La Playa Stadium, and upon the execution and delivery hereof any rights, duties, obligations and claims arising by reason of any such previous Agreement shall be deemed terminated forthwith.

46. **Construction.** This Agreement shall be construed under the laws of the State of California. The PROMOTER shall comply with all applicable laws, regulations and ordinances.

47. **Notices.** Unless otherwise provided herein to the contrary, all notices required under this Agreement shall be deemed given when deposited in the U.S. Mail, postage prepaid, addressed:

   (a) To COLLEGE:
       
       Santa Barbara Community College District  
       721 Cliff Drive  
       Santa Barbara, California 93109  
       Attention: Assistant Secretary-Clerk  
       Board of Trustees

   (b) To TENANT:

       Associated Student Body  
       Santa Barbara Community College  
       721 Cliff Drive  
       Santa Barbara, California 93109  
       Attention: President

   (c) To PROMOTER:
48. Legal Fees. In the event any legal action is taken under this Agreement, the prevailing party shall be entitled to recover reasonably attorney's fees, costs of suit and all other costs reasonably related to enforcement of its rights under this Agreement.

Dr. Glenn G. Gooder
Secretary-Clerk, Board of Trustees

Date

Mrs. Lynda F. Rodrigues
Assistant Dean, Student Activities

Date

Mr. Mark Heinz
President, Associated Student Body

Date