



## KEAN UNIVERSITY LICENSE AND CONFERENCE AGREEMENT

THIS AGREEMENT dated **OCTOBER 27, 2023** by and between KEAN UNIVERSITY, whose address is 1000 Morris Avenue, Union, NJ 07083 (hereinafter referred to as “UNIVERSITY”), and **UNION HIGH SCHOOL** whose address is: **2350 NORTH THIRD STREET, UNION, NJ 07083** (hereinafter referred to as “LICENSEE”).

WHEREAS, the UNIVERSITY has available facilities to license for events, conferences, performances, and other functions; and

WHEREAS, the LICENSEE desires to use certain UNIVERSITY facilities for the purpose described herein; and

WHEREAS, the UNIVERSITY is willing to permit the LICENSEE to use said facility in such a manner as described herein.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. **GRANT OF LICENSE.** The UNIVERSITY grants permission to LICENSEE to utilize the following UNIVERSITY facilities subject to the prescribed terms and conditions in this Agreement. It is understood and agreed that only the purpose for which these facilities are hereby made available is as herein stated. Any use other than this stated purpose is expressly prohibited unless previously approved in writing by the UNIVERSITY, which approval shall not be unreasonably withheld, conditioned or delayed. Such other uses may result in additional fees to be negotiated and mutually agreed to in advance by the parties. All uses of the facilities shall be consistent with the UNIVERSITY’s mission as a public institution of higher education and generally suitable for its campus.

- a. Facility: **WILKINS THEATRE**
- b. Date(s): **DECEMBER 18-22, 2023 JANUARY 13-21, 2023**
- c. Projected Attendance: **Approximately 400/performance**
- d. Event Name: **UNION HIGH SCHOOL MEAN GIRLS PRODUCTION**
- e. Purpose/Type of Event: **HIGH SCHOOL MUSICAL**
- f. Reservation #: **223175**

Additional information regarding the use of the UNIVERSITY facilities is set forth in Appendices A, B, C, D, E, F, and G, copies of which are annexed hereto.

2. **COSTS.** Kean University reserves the right to bill Union High School for supplemental Front of House and Back of House staffing costs associated with the event.

3. **INVOICES AND SETTLEMENT OF ACCOUNTS.** If applicable, LICENSEE will receive an

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invoice for all amounts due hereunder including any-personnel and services used during the event.

### 4. TERMINATION, CANCELLATION AND CHANGES TO EVENTS

- a. ~~This Agreement may be terminated by either party by giving sixty (60) days written notice to the other. The Agreement may be terminated immediately on written notice from either party if there is a material breach of this Agreement. If LICENSEE terminates this Agreement, a cancellation fee must be paid as set forth in Paragraph e below.~~ SJC
- b. The UNIVERSITY reserve the right to cancel or discontinue any conference, event or function which is due to a force majeure event, such as Acts of God; Acts of a public enemy; Acts of civil or military authority; civil disobedience; epidemic/pandemic (e.g., Covid-19 related government quarantines, team illnesses, or the like); strikes, riots or other unforeseen events described in Section 10 below.
- c. Cancellations made by LICENSEE must be provided in the form attached in Appendix C via mail to Kean University, Theatre Management and Programming Office, 1000 Morris Avenue, Union, New Jersey 07083 or email to **STEVE COCHRAN** at [scochran@kean.edu](mailto:scochran@kean.edu). The LICENSEE is solely responsible for confirming receipt of the cancellation.

### 5. GENERAL CONDITIONS.

- a. LICENSEE acknowledges its full responsibility to defend and hold harmless the UNIVERSITY, New Jersey Educational Facilities Authority and the State of New Jersey from and against any wrongful or negligent acts and omissions of the LICENSEE or its sub-licensee(s), and of persons and firms either directly or indirectly employed by them. LICENSEE acknowledges that it remains fully responsible for the proper performance of this Agreement whether or not said performance is by its own employees, agents, contractors or its sub-licensee(s).
- b. Nothing in this Agreement shall create any contractual relationship between any sub-licensee(s) of the LICENSEE and the UNIVERSITY.
- c. Nothing in this Agreement shall be construed to prohibit or infringe upon the UNIVERSITY's right to enter into other agreements for the use of any of its facilities.
- d. This Agreement does not represent an invitation by the UNIVERSITY or its endorsement of the views, opinions or statements expressed by any person associated with the event.
- e. LICENSEE shall reimburse the UNIVERSITY for any and all damage to the UNIVERSITY's facilities or equipment, arising as a result of LICENSEE's wrongful or negligent use of the facilities under this Agreement caused by LICENSEE, its employees, agents, or contractors. The assessment of the cost of repairs or replacements for any such damages shall be reasonably determined by the UNIVERSITY in its sole discretion based on actual cost. Immediately before and after the event a LICENSEE representative shall accompany the UNIVERSITY official to inspect the facilities to identify any losses or damages. The UNIVERSITY will provide a copy of the inspection report to LICENSEE following each inspection. The failure of LICENSEE to participate in an inspection does not waive the UNIVERSITY's right to inspect and identify damages to the facilities or equipment, and it's right to undertake any repairs and replacements that it deems warranted and to assess the cost to LICENSEE.
- f. No decorations, signs, props, exhibits or like articles shall be affixed to any area on premises except with the prior approval of the UNIVERSITY's Theatre Manager and Programming

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Office. LICENSEE is responsible for removal of all approved decorations, signs, props, exhibits or like articles. A service charge will be assessed by the UNIVERSITY if items are not removed by the designated time. Any damage done by decorations will be repaired at the expense of the LICENSEE.

- g. Any and all goods, merchandise, furniture, equipment, and personal property owned by the LICENSEE or owned by any participant, employee, staff, official, contractor, agent, sub-licensee, volunteer, etc., which may be on the UNIVERSITY's property at any time during the performance of this Agreement and in connection therewith, shall be at the sole risk of LICENSEE and the UNIVERSITY shall not be liable for any loss or damage thereto.
- h. Alcohol is not allowed in the residential halls. Under this agreement and in facilities where alcohol may be permitted, the sale or consumption of alcoholic beverages on UNIVERSITY property is governed by the State of New Jersey ABC rules and regulations as well as specifically licensed premises.
- i. Pets, with the exception of service trained dogs, are prohibited on UNIVERSITY property.
- j. If LICENSEE is a for-profit organization, LICENSEE will be billed New Jersey State sales tax on facility rental and food.
- k. LICENSEE shall arrange for medical treatment for all of its participants. The UNIVERSITY is not responsible for any medical or health problems or expenditures for LICENSEE's participants. Such responsibilities and expenses are to be borne and charged directly to the individuals at the time service is rendered.
- l. LICENSEE shall require that all of its participants maintain health and medical insurance and shall produce written evidence of such coverage to the UNIVERSITY if requested.
- m. LICENSEE and all persons under its supervision and control will abide by the policies, rules, regulations and requirements of the UNIVERSITY and the State of New Jersey for use of its various facilities and services on the campus, property and grounds of the UNIVERSITY. LICENSEE participants, employees, staff, officials, contractors, agents, sub-licensees, volunteers, etc., will withdraw, remove or expel any person under its supervision and control, including invitees, upon the request of the UNIVERSITY for Good Cause. The term "Good Cause" as used herein shall include, but not be limited to, violations of any policy, rule, regulation, or condition of the UNIVERSITY and the State of New Jersey.
- n. The UNIVERSITY reserves the right to enter and inspect all facilities being utilized by LICENSEE with notice if practicable or without notice in the event of an emergency.
- o. In the case that the event must be rescheduled, the UNIVERSITY will make a good faith effort to accommodate alternative date(s). However, the UNIVERSITY cannot guarantee that alternative dates will be available.
- p. The UNIVERSITY shall designate all parking locations for the LICENSEE's event.
- q. LICENSEE must use the UNIVERSITY's current food service vendor for any event requiring catering of any size or type. All catering services will be provided by the UNIVERSITY's current food service vendor. It is the LICENSEE's responsibility to contact the current food service vendor to make arrangements for the conference. The UNIVERSITY's current food service vendor will provide LICENSEE with a separate agreement for catering. UNIVERSITY requires a copy of any agreement between LICENSEE and the UNIVERSITY's current food

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service vendor.

- r. A UNIVERSITY-designated Electrician is required for all hook-ups to campus electrical transformers and disconnects. Absolutely no electrical connections are to be completed by a non-UNIVERSITY designated electrician.
- s. Under no circumstances may emergency and exit lights be turned off. Reduced lighting during events must be approved in advance by the Theatre Management and Programming Office.
- t. Any signage placed on campus (in buildings or in external areas) must be removed within 24 hours from the end of the event. Should the signage not be removed, clean-up costs will be assessed to the LICENSEE.
- u. Smoking is prohibited in all campus facilities.
- v. Adult supervision is required for the following age groups: Groups who have participants 17 years of age and under are required at a minimum, an adult, who is assisted by a counselor, and shall be responsible for the care and supervision of each group of 20 participants, or portion thereof, for all camp activities, including off-site camp activities, for all participants five up to, and including, 17 years of age. If a group exceeds 20 participants, then the LICENSEE shall ensure that a supervision ratio is maintained at one additional staff for every additional 10 participants. Groups who have participants 18-22 years of age are required at a minimum, an adult, who is assisted by a counselor, to be responsible for the care and supervision of each group of 66 participants, or portion thereof, for all camp activities, including off-site camp activities. If a group exceeds 66 participants, then the LICENSEE shall ensure that a supervision ratio is maintained at one additional staff for every additional 33 participants.
- w. Adult (21 and over) supervision of minors is expected at all times during an event.
- x. LICENSEE certifies that its authorized representative has read and reviewed this Agreement, understands and agrees to all its provisions and requirements, and is prepared to meet all financial obligations attendant to the event for which the UNIVERSITY's facilities have been licensed.
- y. UNIVERSITY and its Board of Trustees reserves the right to impose any additional rules or regulations, or to set special use arrangements whether or not expressly provided herein, which may be necessary for the best interests of the UNIVERSITY, and such regulations shall be binding upon the LICENSEE.
- z. UNIVERSITY reserves the right to publish date, time, and facilities of LICENSEE's event, conference or function on UNIVERSITY publications, signage, website and calendars.
- aa. If LICENSEE is operating a youth camp as defined in N.J.A.C. 8:25 – 1.4 the LICENSEE is responsible to ensure that it has the required federal and state approvals and licenses necessary to operate a summer camp at the UNIVERSITY. Further, the LICENSEE ensures that it shall follow all rules and regulations pertinent to such an event.
- bb. All LICENSEE's participants are required to adhere to Appendix D – Kean University Housing Policies and Guidelines. Failure to adhere to Appendix D may, at the UNIVERSITY'S sole discretion, result in loss of LICENSE, forfeiture of FEE and removal from UNIVERSITY Property.
- cc. LICENSEE shall conduct any event involving Minors in compliance with the Kean University Policy for the Protection of Minors on Campus (the "Policy"). The Policy is attached hereto as

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Appendix F. The Policy provides guidelines that apply broadly to interactions between Minors and UNIVERSITY students, faculty, staff and volunteers in UNIVERSITY-run or –affiliated programs, events or activities and includes appropriate training and background checks. The Policy further establishes requirements for the LICENSEE if the LICENSEE operates programs or activities involving Minors in UNIVERSITY facilities. The UNIVERSITY, in its sole discretion, reserves the right to require proof of compliance with Policy requirements and impose additional requirements, especially for high-risk activities.

### 6. INSURANCE REQUIREMENTS

- a. LICENSEE shall secure and maintain in force for the term of this Agreement, insurance coverage provided herein. All insurance coverage is subject to the approval of the UNIVERSITY and shall be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best rating of A- (VII) or better. The LICENSEE shall provide the UNIVERSITY with current Certificates of Insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the UNIVERSITY. All insurance required herein shall contain a waiver of subrogation in favor of the UNIVERSITY. All insurance required herein shall name Kean University, the State of New Jersey, New Jersey Educational Facilities Authority, New Jersey Economic Development Authority, their respective Boards of Trustees, officers, agents, employees, and appointees as additional insureds.
- b. In addition, LICENSEE, shall provide Kean University with a certificate of insurance evidencing coverage for workers' compensation insurance in accordance with the requirements of the laws of the State of New Jersey and employers' liability insurance with a limit of liability of \$1,000,000 for each accident/occurrence.
- c. Commercial General Liability insurance written on an occurrence form including independent contractor liability, products/completed operations liability, contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract. Coverage for bodily injury and property damage claims arising out of the professional acts of the contractor and subcontractors shall also be included should the events or activities require the attendance of a practitioner of the medical arts. **For participating groups under the age of 17, the policy shall include endorsement of coverage for sexual molestation and abuse claims arising out of the contractors or subcontractors use of the facilities if the event or activity involves the participation and/or supervision of minors.** The policy shall not include any endorsement that restricts or reduces coverage as provided by the ISO CG0001 form without the approval of the UNIVERSITY. During the term of this Agreement, LICENSEE shall maintain general liability insurance of at least \$1,000,000 for each occurrence for bodily injury and property damage with an aggregate limit of at least \$2,000,000 among all occurrences (the "Insurance Coverage") to cover the indemnification obligations of LICENSEE set forth in the paragraph below. LICENSEE shall include UNIVERSITY, the State of New Jersey and New Jersey Educational Facilities Authority as an additional insured with respect to such indemnification obligations. LICENSEE shall provide UNIVERSITY with evidence of such insurance within thirty (30) days before use of the premises. A "per location endorsement" shall be included, so that the general aggregate limit applies separately to the location that is the subject of this contract. In the event alcoholic beverages will be served the policy must be endorsed to include coverage for host liquor liability with a minimum limit of one million dollars (\$1,000,000) per occurrence.
- d. Alternatively if the LICENSEE is an instrumentality of the State of New Jersey then this agreement expressly incorporates the following Statement of Public Liability Insurance: Any

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agreement signed and entered into on behalf of the State of New Jersey is subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 through 59:12-3 and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 through 59:13-10 and the availability of appropriations, the UNIVERSITY acknowledges that the State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its employees are covered under the terms and conditions of the New Jersey Tort Claims Act. The Act also creates a special fund and provides for payment of claims against the State of New Jersey or against its employees whom the State is obligated to indemnify against tort claims which arise out of the performance of their duties. Claims against the State of New Jersey or its employees arising out of the use of the premises should be referred for handling to the New Jersey Division of Law, Tort Litigation Section, Richard J. Hughes Justice Complex, Trenton, P.O. Box 116, New Jersey 08625. The State of New Jersey self-funds for Workers' Compensation and Disability.

- e. LICENSEE shall require all subcontractors, agents and franchisees to comply with all of the insurance requirements described above. The LICENSEE shall be responsible for obtaining certificates of insurance for all coverage and renewals thereof for each subcontractor, agent and franchisee prior to the occurrence of the event at the UNIVERSITY. LICENSEE shall provide copies of all subcontractor, agents and franchisee certificates of insurance to the UNIVERSITY upon request. LICENSEE shall forward current Certificates of Insurance for all coverage and renewals thereof to: Theatre Management and Programming Office, Kean University, 1000 Morris Avenue, Union, New Jersey 07083. Certificates must be received, reviewed and approved by the UNIVERSITY prior to **JANUARY 2, 2024** before the LICENSEE can enter and use the UNIVERSITY's facilities. The UNIVERSITY reserves the right to cancel this Agreement effective immediately and without notice if LICENSEE fails to fully comply with the insurance provisions set forth in this Agreement.

7. **INDEMNIFICATION AND HOLD HARMLESS.** LICENSEE shall assume all risk of and responsibility for, and agrees to defend, indemnify and hold harmless the UNIVERSITY, the State of New Jersey and the New Jersey Educational Facilities Authority, including their trustees, officers, employees, volunteers and agent from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses (including reasonable attorney's fees) in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property, of any person or persons whatsoever, which shall arise from or result from the use of the premises by LICENSEE under this Agreement. This indemnification obligation is not limited by but is in addition to the insurance obligations contained in this agreement.

8. **SAFETY AND SECURITY.** LICENSEE is responsible for providing for the safety and security for all spectators, participants and employees at all times while using the UNIVERSITY's facilities. It is the LICENSEE's obligation to inspect the facilities prior to each use and to identify any reasonably discoverable unsafe conditions and take appropriate action to give notice to UNIVERSITY. If the unsafe condition is the UNIVERSITY's responsibility, the LICENSEE must give notice to the UNIVERSITY but continue to take action to warn all spectators, participants and employees of the unsafe condition until the UNIVERSITY makes the necessary repairs.

9. **NON-DISCRIMINATION.** UNIVERSITY adheres to the principles of non-discrimination, affirmative action, and equal opportunity in the areas of race, color, sex, national origin, ancestry, religion, marital status, age, affectional or sexual orientation, disability, marital status or liability for service in the armed forces. LICENSEE warrants that, in the performance of this Agreement, it shall not discriminate on

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these bases either.

10. **FORCE MAJEURE.** UNIVERSITY shall not be liable for any uncontrollable event which prevents performance of the obligations created hereby; including but not limited to: an act of God, lightning, earthquake, fire, explosion, flood, hurricanes, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance, sabotage or similar occurrence; epidemic/pandemic (Covid-19); the order and/or judgment of any federal, state or local court, administrative agency or governmental body with jurisdiction; the suspension, termination, interruption, denial or failure of or delay in renewal or issuance of any permit, license, consent authorization or approval essential to the operation or maintenance of the UNIVERSITY’S facilities; labor disputes, strikes, work slowdowns or work stoppages; any substantial equipment or system failure which is not caused by the UNIVERSITY; and any similar event beyond control of UNIVERSITY.

11. **ASSIGNMENT.** Neither party will assign or transfer any interest in this Agreement without the other party's prior written approval.

12. **INDEPENDENT CONTRACTORS.** This Agreement shall not be construed to create any joint venture, partnership, employment or other agency relationship between the parties. Neither party shall be considered nor does hold itself out as an agent of the other, it being acknowledged that neither party has the authority to bind the other.

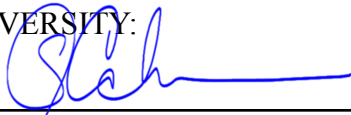
13. **REPRESENTATIVES.** The representative of the UNIVERSITY for the purposes contained in this Agreement shall be the Theatre Management and Programming Office, Kean University, Tel. No. (908) 737- XXXX or any other person designated by the UNIVERSITY. The representative of LICENSEE for the purposes contained in this Agreement shall be **DR. GERRY BENAQUISTA: UNION SCHOOLS SUPERINTENDENT, (908) 347-4644 , [gbenaquista@twpunionschools.org](mailto:gbenaquista@twpunionschools.org)** or any other person designated by LICENSEE.

14. **GOVERNING LAW/JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, including without limitation, the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. The parties agree that pursuant to the New Jersey Contractual Liability Act, venue and jurisdiction regarding any matter pertaining to this Agreement shall be in the Superior Court of New Jersey, Law Division, and consent to same.

15. **ENTIRE AGREEMENT.** This Agreement represents the entire understanding of the parties regarding the subject matter contained herein, and neither party has entered into this agreement in reliance on promises, representations, agreements, warranties or understandings except as expressly stated in this Agreement. Any other matter of this Agreement may be altered by mutual agreement of the parties in writing without in any way affecting the remainder.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement effective on the day and year first above written.

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

KEAN UNIVERSITY:  
By:   
\_\_\_\_\_  
**Steve Cochran**  
**Manager of Kean Stage**

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

Date: 10/27/2023 \_\_\_\_\_



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**APPENDIX A  
RESERVATION SUMMARY**

**CONFIRMATION FOR RESERVATION: 223175**



Theatre Management & Programming Office

1000 Morris Avenue

EC-112

Union NJ 07083

United States

908-737-SHOW (7469) / 908-737-4353

Appendix A

<b>Group</b>	<b>Reservation:</b> 223175
Steve Cochran	Event Name: HOLD for Union High School Mean Girls Production
Theatre Management & Programming	Status: Tentative
Kean University	Phone: 908-737-5932
1000 Morris Ave. EC-112	Email Address: scochran@kean.edu
Union, NJ 07083	Event Type: Rehearsal
	Event Coordinator: John Wooten
	Estimated Attendance: 500

Bookings / Details	Quantity	Price	Amount
<b><u>Monday, December 18, 2023</u></b>			
<b>8:00 AM - 11:00 PM HOLD for Union High School Mean Girls Production (Tentative 10/4/2023) PA Wilkins Theatre</b>			
Custom			
Room Charge: (\$5,000.00 per Full Day)	1	\$5,000.00	\$5,000.00
Less 100% Discount			-\$5,000.00
<b><u>Tuesday, December 19, 2023</u></b>			
<b>8:00 AM - 11:00 PM HOLD for Union High School Mean Girls Production (Tentative 10/4/2023) PA Wilkins Theatre</b>			
Custom			
Room Charge: (\$5,000.00 per Full Day)	1	\$5,000.00	\$5,000.00
Less 100% Discount			-\$5,000.00
<b><u>Wednesday, December 20, 2023</u></b>			
<b>8:00 AM - 11:00 PM HOLD for Union High School Mean Girls Production (Tentative 10/4/2023) PA Wilkins Theatre</b>			
Custom			
Room Charge: (\$5,000.00 per Full Day)	1	\$5,000.00	\$5,000.00
Less 100% Discount			-\$5,000.00
<b><u>Thursday, December 21, 2023</u></b>			
<b>8:00 AM - 11:00 PM HOLD for Union High School Mean Girls Production (Tentative 10/4/2023) PA Wilkins Theatre</b>			
Custom			
Room Charge: (\$5,000.00 per Full Day)	1	\$5,000.00	\$5,000.00
Less 100% Discount			-\$5,000.00
<b><u>Friday, December 22, 2023</u></b>			
<b>8:00 AM - 11:00 PM HOLD for Union High School Mean Girls Production (Tentative 10/4/2023) PA Wilkins Theatre</b>			
Custom			
Room Charge: (\$5,000.00 per Full Day)	1	\$5,000.00	\$5,000.00
Less 100% Discount			-\$5,000.00
<b><u>Saturday, January 13, 2024</u></b>			
<b>8:00 AM - 11:00 PM HOLD for Union High School Mean Girls Production (Tentative 10/4/2023) PA Wilkins Theatre</b>			
Custom			
Room Charge: (\$5,000.00 per Full Day)	1	\$5,000.00	\$5,000.00
Less 100% Discount			-\$5,000.00

## Bookings / Details

Quantity

Price

Amount

**Sunday, January 14, 2024****8:00 AM - 11:00 PM HOLD for Union High School Mean Girls Production (Tentative 10/4/2023) PA Wilkins Theatre**

Custom

Room Charge: (\$5,000.00 per Full Day) 1 \$5,000.00 \$5,000.00

Less 100% Discount -\$5,000.00

**Monday, January 15, 2024****8:00 AM - 11:00 PM HOLD for Union High School Mean Girls Production (Tentative 10/4/2023) PA Wilkins Theatre**

Custom

Room Charge: (\$5,000.00 per Full Day) 1 \$5,000.00 \$5,000.00

Less 100% Discount -\$5,000.00

**Tuesday, January 16, 2024****8:00 AM - 11:00 PM HOLD for Union High School Mean Girls Production (Tentative 10/4/2023) PA Wilkins Theatre**

Custom

Room Charge: (\$5,000.00 per Full Day) 1 \$5,000.00 \$5,000.00

Less 100% Discount -\$5,000.00

**Wednesday, January 17, 2024****8:00 AM - 11:00 PM HOLD for Union High School Mean Girls Production (Tentative 10/4/2023) PA Wilkins Theatre**

Custom

Room Charge: (\$5,000.00 per Full Day) 1 \$5,000.00 \$5,000.00

Less 100% Discount -\$5,000.00

**Thursday, January 18, 2024****8:00 AM - 11:00 PM HOLD for Union High School Mean Girls Production (Tentative 10/7/2023) PA Wilkins Theatre**

Custom

Room Charge: (\$5,000.00 per Full Day) 1 \$5,000.00 \$5,000.00

Less 100% Discount -\$5,000.00

**Friday, January 19, 2024****8:00 AM - 11:00 PM HOLD for Union High School Mean Girls Production (Tentative 10/7/2023) PA Wilkins Theatre**

Custom

Room Charge: (\$5,000.00 per Full Day) 1 \$5,000.00 \$5,000.00

Less 100% Discount -\$5,000.00

**Saturday, January 20, 2024****8:00 AM - 11:00 PM HOLD for Union High School Mean Girls Production (Tentative 10/7/2023) PA Wilkins Theatre**

Custom

Room Charge: (\$5,000.00 per Full Day) 1 \$5,000.00 \$5,000.00

Less 100% Discount -\$5,000.00

**Sunday, January 21, 2024****8:00 AM - 11:00 PM HOLD for Union High School Mean Girls Production (Tentative 10/7/2023) PA Wilkins Theatre**

Custom

Room Charge: (\$5,000.00 per Full Day) 1 \$5,000.00 \$5,000.00

Less 100% Discount -\$5,000.00

Subtotal

\$0.00

Grand Total

\$0.00

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## APPENDIX B LICENSE FEES AND OTHER CHARGES

The Base License fee includes the following:

- Facilities
- Custodial services

Agreement does not include the following (rates to be determined in advance of contract execution):

- Security personnel during event
- Overnight security personnel
- Catering
- Electrician and maintenance staff
- Audio visual and technical support and equipment

### ***TOTAL DUE:***

***Kean University reserves the right to bill Union High School for supplemental Front of House and Back of House staffing costs associated with the event.***

*The entire payment, if applicable, is due in full on or before **DECEMBER 18, 2023**. If LICENSEE fails to provide the full payment by this deadline, UNIVERSITY has the authority to cancel the event without incurring legal repercussions by LICENSEE or their affiliates.*

### **Please make all checks payable to:**

Kean University  
Attn: Theatre Management and Programming  
Office  
1000 Morris Avenue  
Union N.J. 07083

**Please include reservation number in Memo Line**

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**APPENDIX C  
CANCELLATION REQUEST**

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

Kean University  
Theatre Management and Programming Office  
1000 Morris Avenue  
Union, NJ 07083  
Via Email to [scochran@kean.edu](mailto:scochran@kean.edu)

**Re: Reservation #223175**

Dear Kean University, Theatre Management and Programming Office:

This letter is notification that the above referenced reservation is canceled. LICENSEE acknowledges the following:

1. LICENSEE hereby informs Kean University, Theatre Management and Programming Office that **Reservation #223175** is canceled.
2. In canceling **Reservation #223175**, LICENSEE acknowledges that event date and facility are no longer reserved and are now available for University programs and other University licensed events.
3. All deposits paid to Kean University are subject to the KEAN UNIVERSITY LICENSE AND CONFERENCE AGREEMENT and are non-refundable and non-transferable.
4. This cancelation is subject to Section 4(c) of the KEAN UNIVERSITY LICENSE AND CONFERENCE AGREEMENT and LICENSEE may be subject to cancellation fees based on the date notification was received by the UNIVERSITY.

LICENSEE:

By: \_\_\_\_\_

Date:

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## APPENDIX D

### HIRING OF UNIVERSITY EMPLOYEES BY LICENSEE

Kean University is a public higher education institution of the State of New Jersey. As required by New Jersey law and regulation, employees of Kean University (hereafter "EMPLOYEE") are subject to the Uniform Ethics Code, the Plain Language Guide, and Kean Supplemental Ethics Code.

EMPLOYEES are required to complete and sign a Disclosure of Outside Activities form prior to commencing any outside activity, employment, business interests, or political activities, compensated or uncompensated. EMPLOYEES must receive expressed prior approval before commencing any secondary employment or business activity.

In limited circumstances, it may be appropriate for LICENSEE to hire EMPLOYEES for events. LICENSEE is hereby advised:

1. An EMPLOYEE may not undertake any employment or service for LICENSEE which might reasonably be expected to impair objectivity and independence of judgment in the exercise of EMPLOYEE'S official duties at UNIVERSITY.
2. The Outside Activities Questionnaire must be filled out by EMPLOYEE and approved by the EMPLOYEE'S supervisor and UNIVERSITY Ethics Liaison Officer. Approval of secondary employment or business activity is at UNIVERSITY'S sole discretion.
3. EMPLOYEE may not be simultaneously compensated by the UNIVERSITY and LICENSEE. If LICENSEE'S event occurs during EMPLOYEE'S regularly scheduled work hours, EMPLOYEE must use vacation, personal, or compensatory time for the event. Otherwise, EMPLOYEE shall not work for LICENSEE during EMPLOYEE'S regularly scheduled work hours.
4. EMPLOYEE may not wear UNIVERSITY apparel or uniforms with UNIVERSITY logo during LICENSEE'S event.
5. EMPLOYEE may not use UNIVERSITY equipment, personnel, or resources (including website and email) and may not access EMPLOYEE'S office or other UNIVERSITY facilities otherwise unavailable to the public, without express permission of the UNIVERSITY, on behalf of LICENSEE or during LICENSEE'S event.
6. Entities doing business with UNIVERSITY should familiarize themselves with UNIVERSITY ethics standards and practices involved in potential business relationships with the UNIVERSITY, which can be found on the UNIVERSITY website at <https://www.kean.edu/offices/ethics-office>.
7. Inquiries regarding the UNIVERSITY'S Ethics Program may be directed to [ethics@kean.edu](mailto:ethics@kean.edu).

# KEAN UNIVERSITY LICENSE AND CONFERENCE AGREEMENT

## APPENDIX E

### **Policy for the Protection of Minors on Campus**

**UNION HIGH SCHOOL** is fully responsible for the scheduling of minors for the Event and assumes any and all liability for clearing the scheduling of minors with parents/guardians and ensuring minors are supervised at all times by an employee authorized by Union High School while on campus for rehearsals.

#### *I. Purpose*

Kean University is committed to the safety of all individuals in its community. Kean University has particular concern for those who are particularly vulnerable, including minor children, who require special attention and protection. This Policy establishes guidelines for those in the Kean University community who may work or interact with individuals under eighteen (18) years of age, with the goal of promoting the safety and wellbeing of Minors.

#### *II. Scope*

This Policy provides the guidelines that apply broadly to interactions between Minors and Kean University students, faculty, staff and volunteers in Kean University-run or –affiliated programs, events or activities. This Policy also establishes requirements for non-Kean University organizations and entities that operate programs or activities involving Minors in Kean University facilities, and Kean University agreements with such organizations and entities shall reflect those requirements. All Kean University faculty, staff, students, contractors and volunteers are responsible for understanding and complying with this Policy. Appendices to this Policy set forth specific requirements and procedures and may be updated from time to time.

#### *III. Definitions*

**Abuse** – The physical, sexual or emotional harm or risk of harm to a child under the age of 18 caused by a parent or other person who acts as a caregiver for the child. Sexual abuse includes engaging in or attempting to engage in sexually explicit conduct or exposing a person under the age of 18.

**Authorized Adult** – An individual, paid or unpaid, who interacts with, supervises, chaperones, or otherwise oversees Minors as part of a Covered Program. This includes but is not limited to (i) Kean University faculty, staff, volunteers, graduate and undergraduate students, or interns; and (ii) non-Kean University affiliated third-party staff and volunteers. An Authorized Adult must be at least eighteen (18) years of age. A

## KEAN UNIVERSITY LICENSE AND CONFERENCE AGREEMENT

participant in a Covered Program is not an Authorized Adult for the purposes of this Policy.

**Campus** – All buildings, facilities, and properties that are owned, operated, managed, or controlled by Kean University.

**Covered Programs** – Kean University-run or –affiliated programs, activities, or other events conducted on Kean University Campus or by or on behalf of Kean University (on or off Campus), whether for academic, administrative, athletic, recreational or other purposes that serve and/or include the participation of Minors. A Covered Program includes events that are hosted by external entities and use Kean University facilities.

A Covered Program does not include events on Campus that are open to the public and/or which Minors may attend at the discretion of or with their parent(s) or guardian(s).

A Covered Program also does not include admissions tours and events or other public events of a short duration; provided, however, that the program does not involve potential one-on-one contact with a Minor.

The Kean University Child Care and Development Center is accredited by the National Association for the Education of Young Children and is licensed and regulated by the State of New Jersey, Department of Children and Families, Office of Licensing and is not considered a Covered Program for purposes of this Policy.

**Minor** – Any person under the age of 18. Kean University students who are under the age of 18 are treated by this Policy similarly to all other students for the purposes of their interactions with Minors in Kean University-run or –affiliated programs or activities and are subject to the requirements that apply to other students. **A matriculated Kean University student who is under the age of 18 is not considered a Minor for purposes of this Policy.**

**Neglect** - Neglect occurs when a parent or caregiver fails to provide proper supervision for a child or adequate food, clothing, shelter, education or medical care although financially able or assisted to do so.

**Outside Entity/External Agency** – Non-affiliated third-party organizations or agencies that utilize Kean University Campus space or facilities to host Covered Programs through a contractual relationship or other partnership with a Kean University department or unit where the Minors are supervised by non-affiliated Authorized Adults.

**Sponsoring Unit** – The academic, administrative, or athletic unit of Kean University that uses Campus space or facilities for a Covered Program.

### ***IV. Reporting Potential Harm to Minors***

#### 1. Emergencies



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In case of an emergency or a situation where a Minor is in immediate danger, one should immediately call 911.

### 2. All Other Reports of Known or Suspected Abuse or Neglect of Minors

Anyone participating in a Kean University-run or –affiliated program or activity involving Minors or a non-Kean University program or activity operating on Campus involving Minors who knows, suspects, or receives information indicating that a Minor has been or may be Abused or Neglected, or who has other concerns about the safety of Minors MUST immediately notify the Kean University Police Department (KUPD) at (908) 737-4800.

New Jersey law (N.J.S.A. 9:6-8.10) requires all persons who have reasonable cause to believe that a Minor has been subject to Abuse or Neglect to report it to the New Jersey Department of Children and Families (DCF) at 1-877-NJABUSE (1-877-652-2873).

Kean University prohibits retaliation against any person who in good faith makes or participates in making a report of child Abuse or Neglect under this Policy. Kean University also prohibits the intentional filing of a false report of Abuse or Neglect.

### ***V. Guidelines and Responsibilities for Kean University-run or –affiliated Covered Programs***

Sponsoring Units operating a Covered Program must operate the program in accordance with the following guidelines:

1. Always be vigilant in protecting the well-being and safety of Minors with whom they interact on Campus and elsewhere.
2. Review the informational material about the signs of Abuse and Neglect of Minors provided in Appendix A, watch for such signs and promptly report suspected instances of Abuse or Neglect, or violations of this Policy or law, as provided in Section IV.
3. Before engaging in any Kean University-run or –affiliated program, activity or event involving contact with Minors, all Authorized Adults must complete appropriate training, which includes basic warning signs of Abuse and Neglect of Minors, guidelines for protecting Minors from emotional and physical Abuse and Neglect, and requirements and procedures for reporting incidents of suspected Abuse or Neglect or improper conduct. Training may be expanded depending upon the program, activity or event and the person's role in the program, activity or event.
4. Sponsoring Units must coordinate a background investigation for each Authorized Adult in a Covered Program before they begin working with Minors at Kean University. The background investigation must include both a criminal

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background check and a sex offender registry check<sup>1</sup>. If the background investigation or a self-report by an individual indicates a record of sexually-based offenses or any other crimes against Minors, that individual will not participate in the program. Other offenses will be reviewed on a case by case basis by the Executive Director of Human Resources or designee. An Authorized Adult must have an initial background investigation completed (or have had a background check within the last three (3) years) and agree to promptly self-report to the Office of Human Resources any arrest or conviction for sexually-based offenses or any other crimes against Minors and other felonies and misdemeanors once associated with a Covered Program. Background investigations must be repeated every three (3) years and sex offender registry checks must be repeated annually if the Authorized Adult continues to be affiliated with the Covered Program. Except where required by law, criminal background checks of Kean University faculty, staff, students and volunteers that are conducted pursuant to this Policy will be used only for purposes consistent with this Policy and will otherwise be kept confidential. Records of background checks will be maintained separately from an individual's personnel or student file.

5. All Authorized Adults must comply with the behavior expectations included in the Guidelines attached as Appendix B.
6. Supervision Policy - Sponsoring Units must ensure adequate supervision of Minors at all times. Whenever feasible, all activities involving Minors (with the exception of academic classroom activities and academic tutoring/advisement) should be supervised by at least two or more Authorized Adults or by the Minor's parent(s) or legal guardian(s) at all times. Some of the factors to consider in determining "adequate supervision" are the number and age of participants; the activity(ies) involved; type of housing, if applicable; and age and experience of the supervisors.
7. Sponsoring Units must ensure that a parent/guardian permission slip or consent form is received for each Minor participating in a Covered Program.

Residential Student Services shall adopt and implement rules and procedures for proper supervision of minors in University housing, which must be followed by the Sponsoring Unit. Likewise, Kean Athletics shall adopt and implement rules and procedures for minors in certain areas of the athletic facilities, such as locker rooms, which must be followed by the Sponsoring Unit.

Kean University faculty and others on Campus who only interact in classes or other normal academic settings with matriculated Kean University students under the age of eighteen (18) are not obligated to undergo the training or background checks required by this Policy. Anyone covered by this Policy who knows or suspects that a student

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<sup>1</sup> Background checks must be coordinated with Human Resources and its third party vendor.

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under the age of eighteen (18) has been Abused or Neglected must, however, make reports as required by Section IV.

Programs that are discrete, occasional events, for which a large number of volunteers are essential, may elect to adopt measures and safeguards instead of training and background checks for one-time volunteers (for example, large athletic tournaments or clinics, community fairs, etc.). The measures adopted must include requirements that the volunteers be working in public places, not alone with children, and be supervised by a background-checked person. Programs adopting this method must have the approval of the Sponsoring Unit's Senior Vice President or Executive Director of Human Resources or designee.

### *VI. Medical and Emergency Care Requirements*

Sponsoring Units must ensure that all Minors in a Covered Program have completed immunization, medical information record, authorization for emergency medical treatment, and release of medical information forms on file. This information will be maintained by the Sponsoring Unit or uploaded to the Student Health Portal, as appropriate. Minors shall not be permitted to participate in a Covered Program until all required forms are submitted.

1. Sponsoring Units must arrange for access to emergency medical services as appropriate. Medical care appropriate for the nature of the events, expected attendance, and other applicable factors should be taken into consideration. Consultation and guidance may be obtained from KUPD.
2. Sponsoring Units must ensure that First Aid kits are present at all times during Covered Program activities.
3. A Covered Program may not administer medication to any Minor participant. A Covered Program may permit Minors to self-administer medications provided such medications are disclosed and parent/guardian permission is provided on the Health Permission Slip and Waiver form. This provision is not applicable to youth camps established under regulations of the State of New Jersey, which require a health director to be on duty at all times and may be authorized to administer prescription medication.
4. Kean University's Student Health Services does not provide medical care to Minors who are not enrolled as Kean University students.
5. Covered Programs must maintain safeguards and precautions appropriate for the Minors in their care and must have a plan in place in the event of a natural disaster, active threat, or other emergency. Programs should establish a procedure for the notification of the Minor's parent/legal guardian in case of an emergency, including medical or behavioral problems, natural disasters, active threat, or other significant program disruptions.

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6. All Covered Programs which include laboratory or research activities must follow appropriate safety measures approved by the Office of Environmental Health and Safety.

### ***VII. Guidelines and Responsibilities for Covered Programs Operated by Outside Entities on Kean University Campus***

Any Covered Program involving Minors operated by Outside Entities on Kean University Campus must be operated consistent with the requirements of this Policy. All contracts for the use of University facilities by Outside Entities for programs involving Minors must reference this requirement. Kean University maintains the right to require proof of compliance with the above noted Policy requirements, including the behavior expectations included in the Guidelines in Appendix B. Additional requirements may be imposed on Outside Entities by Kean University, especially for high-risk activities and activities involving the use of University labs by Minors.

Outside Entities that wish to operate programs or activities involving Minors on Campus must provide documentation upon request to Kean University that all individuals who will be interacting with Minors (and anyone who supervises such individuals) have received training that meets or exceeds the minimum requirements of this Policy.

Outside Entities that operate programs or activities involving Minors on Campus must conduct criminal background checks for their employees, volunteers, and representatives that meet Kean University standards. If any background check conducted by a non-Kean University program returns a conviction or otherwise adverse information, the Outside Entity must inform their Kean University contact person in writing. Kean University may exclude any employee, volunteer, or representative of an Outside Entity who does not successfully pass a background check. Outside Entities must also submit, upon request, a certification of compliance with the background check rules described herein, including that they have conducted background checks as set forth in this Policy and that they have disclosed all convictions revealed by background checks, prior to the start of any Covered Program involving Minors on Campus. Kean University may request any additional information it deems necessary to meet the requirements of this Policy.

### ***VIII. Special Guidelines and Responsibilities for Employees Bringing Children to Work***

Kean University policy prohibits the presence of children in the workplace for other than official University activities involving children, such as holiday parties and Take Your Child to Work Day. Even under these circumstances, parents must supervise children closely. Employees with dependent children are expected to make regular arrangements for proper care of their children while they are at work. Violation of this policy is subject to possible disciplinary action.

For official University activities involving children, the following additional guidelines and responsibilities must be adhered to by the employee:

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- Minor children should be five (5) years or older and the number of children is limited to two (2) at any given time
- Participation is limited to children of University employees only
- Work areas must be cleaned up prior to the actual event to make sure that obvious workplace hazards have been minimized or eliminated
- Line of sight supervision of children by the parent or guardian is required at all times
- The parent or guardian must not leave children unattended or with other employees
- The parent or guardian must assure that the children are not disruptive to others or workplace activities
- Minors are not allowed in high-risk areas, including laboratories and mechanical rooms
- Consider having an early in the day gathering to discuss safety protocols, such as exits, fire alarms, bathrooms, first aid, areas that are off-limit, etc.

### *IX. Special Guidelines and Responsibilities for Students Bringing Children to Class*

Children of students are allowed in the classroom under the supervision of the parent or guardian in the following limited circumstances:

Those limited occasions when alternative arrangements are impractical or impossible, such as the illness of a daycare provider or family emergency, **AND** the faculty member responsible for the classroom has given specific advance approval.

The following additional guidelines and responsibilities must be adhered to by the student:

- Line of sight supervision of children by the parent or guardian is required at all times
- The parent or guardian must not leave children unattended or with other students or University employees
- The parent or guardian must assure that the children are not disruptive to the classroom activities
- Minors are not allowed in high-risk areas, including laboratories
- Students must avoid bringing children to classrooms on days of examinations and children are not permitted to participate in field trips or retreats

### *X. Enforcement*

1. If an allegation of inappropriate conduct has been made against an Authorized Adult participating in a Covered Program, they shall immediately stop participating in the program unless or until the allegation has been satisfactorily resolved by the Sponsoring Unit and/or KUPD (as applicable).

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2. Sanctions for violations of this Policy will depend on the circumstances and the nature of the violation, but may include the full range of available Kean University sanctions including discipline, up to and including termination from employment, suspension/expulsion for students, criminal proceedings, and where appropriate, exclusion from Campus. Kean University may also take the necessary interim actions before determining whether a violation has occurred. Kean University may terminate the relationships or take other appropriate actions against Outside Entities that violate this Policy.
3. This Policy shall take effect immediately with compliance of existing Covered Programs required by June 1, 2022.

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### Signs of Childhood Abuse and Neglect

#### *Recognizing Child Abuse*

The following signs may signal the presence of child abuse or neglect.

The Child:

- Shows sudden changes in behavior or school performance
- Has not received help for physical or medical problems brought to the parents' attention
- Has learning problems (or difficulty concentrating) that cannot be attributed to specific physical or psychological causes
- Is always watchful, as though preparing for something bad to happen
- Lacks adult supervision
- Is overly compliant, passive, or withdrawn
- Comes to school or other activities early, stays late, and does not want to go home

The Parent:

- Shows little concern for the child
- Denies the existence of—or blames the child for—the child's problems in school or at home
- Asks teachers or other caregivers to use harsh physical discipline if the child misbehaves
- Sees the child as entirely bad, worthless, or burdensome
- Demands a level of physical or academic performance the child cannot achieve
- Looks primarily to the child for care, attention, and satisfaction of emotional needs

The Parent and Child:

- Rarely touch or look at each other
- Consider their relationship entirely negative
- State that they do not like each other

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### **Types of Abuse:**

The following are some signs often associated with particular types of child abuse and neglect: physical abuse, neglect, sexual abuse, and emotional abuse. It is important to note, however, that these types of abuse are more typically found in combination than alone. A physically abused child, for example, is often emotionally abused as well, and a sexually abused child also may be neglected.

### **Signs of Physical Abuse:**

Consider the possibility of physical abuse when the child:

- Has unexplained burns, bites, bruises, broken bones, or black eyes
- Has fading bruises or other marks noticeable after an absence from school
- Seems frightened of the parents and protests or cries when it is time to go home
- Shrinks at the approach of adults
- Reports injury by a parent or another adult caregiver

Consider the possibility of physical abuse when the parent or other adult caregiver:

- Offers conflicting, unconvincing, or no explanation for the child's injury
- Describes the child as "evil," or in some other very negative way
- Uses harsh physical discipline with the child
- Has a history of abuse as a child

### **Signs of Neglect:**

Consider the possibility of neglect when the child:

- Is frequently absent from school
- Begs or steals food or money
- Lacks needed medical or dental care, immunizations, or glasses
- Is consistently dirty and has severe body odor
- Lacks sufficient clothing for the weather
- Abuses alcohol or other drugs

Consider the possibility of neglect when the parent or other adult caregiver:

- Appears to be indifferent to the child
- Seems apathetic or depressed
- Behaves irrationally or in a bizarre manner
- Is abusing alcohol or other drugs

### **Signs of Sexual Abuse:**

Consider the possibility of sexual abuse when the child:

- Has difficulty walking or sitting
- Suddenly refuses to change for gym or to participate in physical activities



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- Reports nightmares or bedwetting
- Experiences a sudden change in appetite
- Demonstrates bizarre, sophisticated, or unusual sexual knowledge or behavior
- Becomes pregnant or contracts a venereal disease, particularly if under age 14
- Runs away
- Reports sexual abuse by a parent or another adult caregiver

Consider the possibility of sexual abuse when the parent or other adult caregiver:

- Is unduly protective of the child or severely limits the child's contact with other children, especially of the opposite sex
- Is secretive and isolated
- Is jealous or controlling with family members

### **Signs of Emotional Maltreatment:**

Consider the possibility of emotional maltreatment when the child:

- Shows extremes in behavior, such as overly compliant or demanding behavior, extreme passivity, or aggression
- Is either inappropriately adult (parenting other children, for example) or inappropriately infantile (frequently rocking or head-banging, for example)
- Is delayed in physical or emotional development
- Has attempted suicide
- Reports a lack of attachment to the parent

Consider the possibility of emotional maltreatment when the parent or other adult caregiver:

- Constantly blames, belittles, or berates the child
- Is unconcerned about the child and refuses to consider offers of help for the child's problems
- Overtly rejects the child

### **Resources on the Child Welfare Information Gateway Website:**

Child Abuse and Neglect: [www.childwelfare.gov/can/index.cfm](http://www.childwelfare.gov/can/index.cfm)

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## Guidelines for Working with Minors

Authorized Adults should observe the following "dos" and "don'ts" in order to maintain a safe and positive experience for Minor program participants, encourage parental confidence, and avoid mistaken allegations.

### DO:

- Maintain the highest standards of personal behavior at all times when interacting with Minors.
- Whenever possible, try to have another adult present when you are working with Minors in an unsupervised setting. Conduct necessary one-on-one interactions with Minors in a public environment where you can be observed.
- Require the parent or legal guardian to be present when instructing a minor privately.
- Listen to and interact with Minors and provide appropriate praise and positive reinforcement.
- Treat all Minors in a group consistently and fairly, and with respect and dignity.
- Be friendly with Minors within the context of the formal program or activity while maintaining appropriate boundaries.
- Maintain discipline and discourage inappropriate behavior by Minors, consulting with your supervisors if you need help with misbehaving youth.
- Be aware of how your actions and intentions might be perceived and could be misinterpreted.
- Consult with other adult supervisors or colleagues when you feel uncertain about a situation.

### DON'T:

- Spend significant time alone with one Minor away from the group or conduct private interactions with Minors in enclosed spaces or behind closed doors.
- Engage in intentional one-on-one interactions in a residential room, bathroom facility or similar area without an accompanying Authorized Adult, or parent/guardian, in attendance except (i) under emergency circumstances or (ii) if documented disability accommodation is needed which requires such interaction, provided such accommodation is approved in writing by the Minor's parent or guardian.
- Share residential room accommodations with a Minor, unless the Authorized Adult is the Minor's parent or guardian.
- Allow adults and Minors to use the same bathing facilities simultaneously. Separately assigned facilities should be made available, if possible.
- Enter a Minor's room, bathroom facility, or similar area when that Minor is staying overnight in University housing or other residential room accommodations without another Authorized Adult in attendance, except under emergency circumstances.
- Engage in inappropriate touching or have any physical contact with a Minor in private locations.
- Use inappropriate language, tell risqué jokes, or make sexually suggestive comments

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around Minors, even if Minors themselves are doing so.

- Give personal gifts to, or do special favors for, a Minor or do things that may be seen as favoring one Minor over others.
- Share information with Minors about your private life or have informal or purely social contact with Minor program participants outside of program activities.
- Strike or hit a Minor, or use corporal punishment or other punishment involving physical pain or discomfort.
- Relate to Minors as if they were peers, conduct private correspondence or take on the role of "confidant" (outside of a professional counseling relationship).
- Date or become romantically or sexually involved with a Minor.
- Show pornography to Minors or involve Minors in pornographic activities.
- Pick up Minors from or drop off Minors at any location, other than the driver's child(ren), except as specifically authorized in writing by the Minor's parent or legal guardian.
- Provide alcohol, tobacco, smoking or vaping products, or drugs to Minors or use them in the presence of Minors.

Kean University recognizes the evolving reliance on electronic communication (e.g., email, text messaging, social media, etc.) and the interaction between those mediums and Covered Programs. Communication between Minors and Authorized Adults, outside of official program activities, is prohibited except under time-sensitive or other emergency situations (e.g., cancellation of a scheduled event). If there is a legitimate reason for such communication to occur, contact should be limited to topics related to the Covered Program and prior approval must be granted from the Minor's parent or guardian. Authorized Adults must include a third party (for example a second Authorized Adult or parent/guardian) as part of the conversation, when/if, electronic communications occur with Minors.

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## APPENDIX F KEAN UNIVERSITY THEATRE MANAGEMENT & PROGRAMMING OFFICE FACILITY USAGE POLICIES

This addendum to the Kean University License Agreement FACILITY USAGE POLICIES for Theater Management & Performance Office Facilities and the rules herein must be adhered to absolutely by the LICENSEE. Should the LICENSEE be found in violation of any provisions of this usage manual, the UNIVERSITY will immediately consider the License Agreement null and void and LICENSEE will forfeit all advance payments made to the UNIVERSITY and be liable for all rental fees.

### SECTION I-- BASIC PROVISIONS

1. RENT INCLUDES: The **WILKINS THEATRE** (hereinafter THEATRE) at KEAN UNIVERSITY (hereinafter UNIVERSITY) will provide necessary dressing rooms, reasonably cleaned and containing appropriate fixtures such as chairs, lights, mirrors, toilets, etc.; lighting equipment (except spotlights); sound equipment; use of THEATRE during the hours specified in Exhibit A.
2. HEAT, ETC.: As part of this Agreement, UNIVERSITY will provide heat, electrical power and water. Heat and air-conditioning will be controlled by UNIVERSITY and will follow all government regulations in effect for a public building.
3. COMPLIANCE WITH LAWS AND REGULATIONS: No activities in violation of UNIVERSITY regulation, federal, state or local laws or the Board of Health shall be permitted on UNIVERSITY premises, and it shall be the responsibility of the LICENSEE, while under the terms and during the period of this Agreement, to enforce this provision.
4. FIRE/SAFETY CODES: The LICENSEE shall comply with the provisions of the fire-prevention code that prohibits smoking, flammable decorations, pyrotechnics, open flames, and explosive or inflammable fluids, gases and compounds. All sets, costumes, props, flash pots, laser-lighting equipment, and any other materials used by the LICENSEE must conform to all existing fire and safety codes. The UNIVERSITY requires that all such codes be observed and that operators have the required license(s).
5. REIMBURSEMENT OF INCURRED COSTS: In addition, the LICENSEE shall also be liable for any reimbursements to the UNIVERSITY for UNIVERSITY staff time expended in preparation for the canceled event and for any technical or office material used, and bank fees paid by the UNIVERSITY for credit card ticket purchases.
6. DAMAGE/CLEAN-UP RESPONSIBILITY: LICENSEE shall be responsible for any and all damages to UNIVERSITY premises caused by acts of LICENSEE or LICENSEE'S agents, employees, patrons, guests and artists whether accidental or otherwise. LICENSEE further agrees to leave the UNIVERSITY premises in the same condition as existed on the date LICENSEE took possession, ordinary wear and use expected. Any additional charges incurred because of an unusual post-event clean-up will be borne by the LICENSEE.
7. PUBLIC SAFETY: The LICENSEE shall neither encumber nor obstruct the sidewalk in front of, the entrance to, the halls, doorways, aisles or stairs of said premises, nor allow the same to be obstructed or encumbered in any manner. LICENSEE further agrees not to bring onto the premises any material, substances,

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equipment, or object which is likely to endanger the life of, or cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon without the prior approval of the UNIVERSITY. The UNIVERSITY shall have the right to refuse to allow any such material, substances, equipment, or object to be brought onto the premises and further right to require its immediate removal if found hereon.

8. SUBLET/USE: LICENSEE may not sublet any rented space(s) or in any way assign the rented space(s) to any other person or organization. LICENSEE may not utilize the rented space(s) for any purpose other than that specified in the LICENSE AGREEMENT.

9. COPYRIGHTS/LICENSES: LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music., materials devices, processes or dramatic rights used on or incorporated in the event. LICENSEE agrees to indemnify, defend and hold harmless the UNIVERSITY from any claims or costs, including legal fees, which might arise from question of use of any such material described above.

### 10. SECURITY:

a. All security is subject to the sole and exclusive control of the UNIVERSITY including the right to determine how many officers will be on duty at an event, and will be billed to the LICENSEE.

b. LICENSEE agrees not to search attendees, or in any way provide security for the engagement.

c. With the prior consent of the UNIVERSITY. LICENSEE may be accompanied by individuals providing personal security for artists, subject to any conditions determined by the UNIVERSITY.

d. LICENSEE agrees that if any particular security needs are anticipated, the Chief of Campus Police or his designee will be notified.

e. Possession of weapons is strictly prohibited and may not be carried, displayed, or used by any person, other than security personnel authorized by the UNIVERSITY. Violators of this prohibition are subject to immediate arrest and criminal prosecution.

f. Should LICENSEE insist upon security measures that are not in accordance with UNIVERSITY policy, procedures or specified requirements, UNIVERSITY may terminate agreement and cancel the engagement, and all parties shall be released from any liability or damages for such cancellation.

11. EVACUATION OF FACILITY: Should it become necessary, in the judgment of the UNIVERSITY or Security, to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain possession of the premises for sufficient time to complete presentation of the scheduled activity without additional charge, providing such time does not encroach on that of UNIVERSITY or another LICENSEE. If, at the discretion of the UNIVERSITY, it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the discretion of the UNIVERSITY, based on the situation, and the LICENSEE hereby waives any claim for damages or compensation from the UNIVERSITY.

12. INTERRUPTION OR TERMINATION OF SHOW: The UNIVERSITY shall retain the right to cause the interruption of any performance in the interest of public safety, and to likewise cause the termination of such performance when in the sole judgment of UNIVERSITY such act is necessary in the interest of public safety.

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13. SIGNED CONTRACT FOR ACT: LICENSEE agrees to furnish the UNIVERSITY, at the time of the signing of the LICENSE AGREEMENT, a copy of the signed contract between LICENSEE and any ACT to be presented. Portions of this signed contract concerning financial arrangements between ACT and LICENSEE may be excised.

14. SCHEDULING: UNIVERSITY reserves the right not to accept a rental if requested date is less than four weeks away or if the Director feels the event is morally objectionable, as dictated in the rules of the UNIVERSITY.

### SECTION II – TECHNICAL

1. STAGE MANAGER: LICENSEE agrees to furnish a STAGE MANAGER who is qualified to organize, schedule and run all rehearsals, performances or other activities in such performance space and to run the show from backstage or to accept the employment of such a STAGE MANAGER from the UNIVERSITY. The UNIVERSITY CREW CHIEF will be the sole person to make final backstage decisions.

2. KEAN UNIVERSITY EQUIPMENT: Only UNIVERSITY staff will operate UNIVERSITY equipment.

3. STAGEHANDS: The UNIVERSITY reserves the right to supervise, through its CREW CHIEF, the services of all TECHNICIANS. This supervision includes the regulation of work and break times in accordance with UNIVERSITY work agreement. At least one TECHNICIAN must be present at all load in, rehearsal, show and load-out times. LICENSEE will accept, from the UNIVERSITY, the employment of such TECHNICIANS as UNIVERSITY deems appropriate.

4. RECORDINGS: LICENSEE agrees that no recording, either visual or audio, of any kind will be made of the event covered by this LICENSE AGREEMENT, without prior written approval from UNIVERSITY. UNIVERSITY has the right to require payment for said privilege. LICENSEE agrees to allow UNIVERSITY to audiotape, videotape and/or web cast the engagement in keeping with all union regulations or make other provisions to make the engagement accessible to the UNIVERSITY community.

5. DELIVERY OF GOODS:

a. AVAILABILITY OF SPACE: Sets, costumes, and other materials belonging to the LICENSEE delivered prior to contracted time, will not be accepted by the UNIVERSITY without prior written arrangements and additional charges to the LICENSEE. The UNIVERSITY makes no guarantee that space will be available to receive said materials.

b. C.O.D.: The UNIVERSITY will not accept any goods shipped to the UNIVERSITY for the LICENSEE, or for any person claiming to be acting for the LICENSEE, if any sum is to be paid the carrier upon delivery thereof unless previously arranged, in writing, with UNIVERSITY.

6. TIME: Time shall be of the essence of this LICENSE AGREEMENT and the time herein granted shall not be extended for the occupancy or use of the premises or for the installation or removal of equipment without the written permission of the UNIVERSITY, and all such additional time shall be paid for according to the schedule of fees fixed by the UNIVERSITY, if such permission is granted.

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7. **LIGHTING:** The UNIVERSITY will provide a list of lighting instruments in-stock at the time of the LICENSE AGREEMENT. Any additional instruments or equipment will be obtained at the LICENSEE'S expense. LICENSEE'S complete light plot will be provided to UNIVERSITY no later than fifteen (15) business days prior to the event. It will be hung by UNIVERSITY'S technicians and LICENSEE will be charged for both the hanging and the restoration. If the light plot does not arrive at the UNIVERSITY by the required time, UNIVERSITY reserves the right to require use of the house plot.

8. **REHEARSALS:** Rehearsals are to be scheduled at the time of the LICENSE AGREEMENT. Standard rehearsals are charged by the day, the rate to be negotiated with UNIVERSITY. Final dress rehearsals are considered to be a performance in terms of lighting, personnel, heat, air-conditioning, etc., and will be billed at the performance rate.

### **SECTION III -- HOUSE/PERFORMANCE**

1. **HOUSE MANAGER:** UNIVERSITY agrees to furnish, at LICENSEE'S expense, a qualified HOUSE MANAGER. HOUSE MANAGER will be the sole person in charge of front of house decisions from one-hour before curtain, until the public has left the building.

2. **USHERS:** The UNIVERSITY reserves the right to supervise, through its HOUSE MANAGER, the services of all ushers. This supervision includes the regulation of work and break times in accordance with UNIVERSITY work agreement. LICENSEE will accept, from the UNIVERSITY, the employment of such USHERS as UNIVERSITY deems appropriate.

3. **LICENSEE REPRESENTATIVE:** LICENSEE will furnish to the UNIVERSITY the name, address and phone numbers of the LICENSEE'S REPRESENTATIVE. REPRESENTATIVE will then be the sole person authorized to make decisions or to negotiate with the UNIVERSITY. This REPRESENTATIVE, who must be present at each performance, will then be the sole person to resolve problems and conflicts or to negotiate any alterations in performance procedure with the UNIVERSITY or its HOUSE MANAGER.

4. **HOUSE OPENS:** House will be opened to audience one-half hour prior to scheduled performance time, unless specific arrangements to the contrary have been made with and approved, in writing, by the UNIVERSITY.

6. **BACKSTAGE ACCESS:** For reasons of safety and security, UNIVERSITY regulations prohibit non-production, personnel access to backstage areas unless arrangements are made with UNIVERSITY.

7. **PUBLIC AREAS:** LICENSEE agrees to abide by the discretion of the HOUSE MANAGER concerning activities, dress, etc. of those persons acting in behalf of LICENSEE in public areas.

8. **STAFF RIGHT TO ENTRY:** LICENSEE will afford UNIVERSITY personnel the right to enter any part of the THEATRE at any time if they are performing an official function of the UNIVERSITY.

9. **FUTURE ATTRACTIONS:** The UNIVERSITY reserves the right to distribute to the audience announcements and literature concerning future attractions to be held at the UNIVERSITY whether such attractions are under the auspices of the LICENSEE or not.

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10. OPEN REHEARSALS: Any rehearsal, at which more than 40 non-production personnel are in attendance, will be considered a performance and an additional rental fee must be negotiated with the UNIVERSITY. Attendees of open rehearsals are considered agents of LICENSEE, and as such will abide by all pertinent rules and regulations.

11. SEATING ON STAGE: The LICENSEE will not permit or cause to permit seating on the stage, stage wings or in the aisles. The sole exception to this restriction is when the audience is a planned and integral part of the action.

12. WHEELCHAIR SEATS: Reserved seat tickets for the benefit of patrons using wheelchairs are available. Accommodations for patrons using wheelchairs should be made with the BOX OFFICE at the time of purchase.

13. SMOKING: Smoking and use of smokeless tobacco products is strictly prohibited in all buildings, including but not limited to all performance spaces(s) and dressing room(s). Smoking is only permitted outdoors. Violators may be subject to fine and may not be allowed to perform at UNIVERSITY again.

14. ALCOHOLIC BEVERAGES: LICENSEE understands that the drinking of alcoholic beverage is prohibited and that violation of this policy or possession or use of other illegal controlled substances anywhere on campus shall result in complete forfeiture of payment, and may result in LICENSEE being banned from the campus, legal action, and/or arrest.

15. DRIVING: UNIVERSITY strictly prohibits vehicles from driving on sidewalks and lawns. Violators will be held legally and financially responsible for any damages which result. Vehicles may only use roadways and park in designated parking spaces.

16. FOOD/BEVERAGES FOR CAST: The LICENSEE agrees that where food and beverages are required on premises for cast and/or crew, the only areas where such food and beverages may be served, and/or consumed, is in the Green Room. Alcoholic beverages are not permitted.

17. ANIMALS: LICENSEE will not bring, keep or allow to be kept in the UNIVERSITY, any animals. Upon written permission of the UNIVERSITY, animals used in performance may be brought into the THEATRE only during rehearsal or performance.

18. COLLECTIONS: No collections, donations, or solicitations of money or goods of any kind, whether for charity or otherwise, shall be made or attempted on the UNIVERSITY premises without first obtaining written permission of the UNIVERSITY. Such permission will not be unreasonably withheld.

19. CONCESSIONS: The UNIVERSITY reserves and retains to itself the right to operate, license or permit others to operate, during the period of this LICENSE AGREEMENT, any and all concessions at or in the UNIVERSITY. The UNIVERSITY will determine which concessions will be in operation and which areas are, in its opinion, necessary for such concessions. No free samples of food, beverage or any product may be given away or otherwise distributed without prior written approval of the UNIVERSITY.

20. PHOTOGRAPHERS: Photographers for your event must be cleared by the UNIVERSITY.



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21. LOBBY SALES: The LICENSEE may sell items such as T-shirts, CDs, tapes, etc. pertaining to the LICENSEE'S performance, in the THEATRE lobby. LICENSEE shall be responsible for the reporting and remission of all sales tax due with respect to concession sales. ~~The UNIVERSITY will receive a commission of either \$75.~~

### SECTION IV -- PUBLICITY/PROMOTION

1. PLAYBILL/PROGRAM DELIVERY: Playbills/programs must be bundled or boxed and delivered to the THEATRE, during regular business hours, at least eight hours before scheduled curtain time.

2. ADVERTISING: In all event advertising, LICENSEE has the authority to use the UNIVERSITY BOX OFFICE telephone number only when, in the judgment of the UNIVERSITY, LICENSEE has made available for advance sale a sufficient number of tickets, in all price categories, so that the BOX OFFICE can properly accommodate and satisfy the demands of the ticket-buying public. The UNIVERSITY reserves the right to review and approve all advertising and announcement copy that relates to the use of the BOX OFFICE telephone number.

3. UNIVERSITY ADVERTISING INFORMATION: The LICENSEE shall be provided with, and is required to use, in any advertising, program covers, posters, heralds, or any other promotional materials and information indicating the proper identification of the name, address and telephone numbers of the UNIVERSITY.

The LICENSEE agrees that all advertising, including, but not limited to, newspaper, radio, television, posters, heralds, fliers and brochures will contain the following information:

a. LICENSEE'S NAME:

Union High School  
2350 North Third Street  
Attn.: Dr. Gerry Benaquista  
Union, NJ 07083

b. UNIVERSITY'S NAME:

Kean University  
1000 Morris Avenue  
Attn.: Theatre Management and Programming Office  
Union, NJ 07083

c. DISCLAIMER: The following disclaimer is required in all advertising in a type size no smaller than 10 point: This performance is an independent production and not affiliated with events sponsored by KEAN UNIVERSITY.

4. PRIOR APPROVAL: All advertising copy for the event shall be submitted to the UNIVERSITY at least ten (10) business days prior to publication or public distribution.

5. POSTERS, PHOTOGRAPHS, ETC.: LICENSEE will display posters, photographs, models, etc. in only such areas as are specified and using only such materials as are approved in advance by UNIVERSITY.

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Materials will be a true representation of the event being offered. Further, LICENSEE will not mar, deface or injure UNIVERSITY property by using tape, tacks, screws, nails etc. in the posting of any items.

6. **OBJECTIONABLE MATERIAL:** Should the show contain any materials that may be viewed by any segment of the community as being morally objectionable, the UNIVERSITY reserves the right to require of the LICENSEE inclusion in all advertising, a phrase acceptable to the UNIVERSITY that alerts the potential ticket buyer to the nature or theme of the material.

7. UNIVERSITY reserves the right to distribute its own promotional materials to any audience in attendance. This distribution will take place in a way that does not impede or interfere with LICENSEE'S own distribution.