

**Fox Performing Arts Center and
Riverside Municipal Auditorium
Deal Points
Lease**

1. Initial Term: Five (5) years
 - a. Option:
Tenant shall have option for two (2) consecutive five (5) year terms.
2. Base Rent
 - Years 1 through 5: \$200,000
 - Years 6 through 10: \$225,000
 - Years 11 through 15: \$250,000
3. Additional Rent: Two Dollars (\$2.00) per paid ticket sold for Live Nation promoted events.
4. Payments: Made quarterly to the City.
5. Security Deposit: \$100,000
6. Permitted Use: Live music/entertainment, restaurants, bars, retail, VIP areas, special events and all other commercial activities.
7. Parking: Employee Parking within footprint of the facility
8. Operations of the Venues: Tenant shall have the exclusive right to distribute tickets, operate a ticket office, and charge admission for Events at the Venues. Tenant or its concessionaire shall also have the exclusive right to sell food and beverages as well as concessions, clothing, novelties, and publications (collectively "Concessions") within the Venues as appropriate.
9. Broadway in Riverside: Tenant shall make good faith efforts to ensure that the event known as Broadway in Riverside shall be annually presented and maintained on the Premises. Tenant is not obligated to self-present a Broadway series and Landlord may opt to subsidize or otherwise fund touring Broadway presentations.
10. Use by Landlord: Six (6) occasions per fiscal year per site.
11. Complimentary Tickets: Landlord shall be entitled to receive a maximum of twenty (20) complimentary tickets for each Event at the Venues that is open to the public and is presented or promoted by Tenant.
12. Fox Riverside Theater Foundation: The Fox Riverside Theater Foundation shall be granted one (1) office space and reasonable access to said space in the Fox. Access to the Tower Room and VIP spaces during promoted events will be granted free of charge to designated, ticket-holding Foundation guests, subject to availability and capacity. The Foundation's access to the facility and rights under this section shall be subject to terms and conditions of a Memorandum of Understanding between Tenant and with the Fox Riverside Theater Foundation for the use of the Tower Room, office space, ticket revenue, and other such issues.
13. Obtain and maintain a liquor license and comply with all requirements of the liquor license and other applicable laws regulating the sale of alcoholic beverages.
14. Maintain and repair the property as specified in the Agreement.
15. Routinely confer with the City about all matters affecting the viability of the Fox. To the maximum extent feasible, the City and Live Nation shall meet quarterly to review to discuss and exchange information.
16. Comply with all laws, statutes, ordinances, and rules of all applicable governmental authorities unless the City is contesting or has affirmed its intention to contest any such law, statute, ordinance, rule, regulation, order, or requirements pursuant

Attachment

thereto.

17. Pay or cause to be paid all sales tax and other taxes and fees attributable to operation of the Theater.
18. Maintain emergency evacuation plan for the Fox and RMA as specified in the agreement.