

EXHIBIT "B"
RULES AND REGULATIONS
THEATER DISTRICT

Licensee is responsible for compliance with these Rules and Regulations and should instruct all of its employees, agents, entertainers and contractors accordingly to eliminate problems before they arise.

DEFINITIONS

Ancillary Space: Portions of the Wortham Theater Center known as the grand foyer, green room, founder's salon, and/or rehearsal room that may be available for use by Licensee based on the provisions set forth in these Rules & Regulations.

Director of Backstage Operations: An employee of the WCOC assigned to determine the technical stage requirements and staffing for the Event.

Event: The function or activity for which the Facility will be used and occupied, as described in the License Agreement.

Event Manager: The person assigned to act as the liaison between the client, HFC and the in-house contractors. This person has authority to act for the Facility Manager in his or her absence and during emergencies.

Facility: The portion of the Wortham Theater Center or Jones Hall licensed by Licensee, as described in the license agreement.

Facility Manager: The person in charge of overseeing day-to-day operations at the Facility, including events, maintenance, repairs and capital projects

Licensee: An individual or entity that has entered into a License Agreement with HFC for use of the Facility.

License Period: The period of time Licensee has use of the Premises, including the Event and non-event period, as defined in the License Agreement.

Premises: That portion of the Facility to be used for the Event, as defined in the License Agreement.

PUBLIC SAFETY

(1) Licensee shall, at all times, conduct its activities with full regard for public safety and shall observe and abide by all applicable rules, including without limitation, all emergency procedures, regulations, and requests of Facility Manager and any duly authorized governmental agency. Licensee shall be responsible for the conduct of all persons admitted to the Facility or any portion thereof.

(2) Appropriate front-of-house staff must be in position or the Event Manager may not authorize opening doors to attendees for the Event and shall remain in position until the event has ended.

(3) Licensee shall be responsible for all personal items brought onto the property during the License Period, including personal items left in dressing rooms and stage areas.

SECURITY

(1) Peace officers are required at all Events; provided, however, that the Facility Manager may make an exception for Events with an estimated attendance of two hundred (200) or less attendees. Licensee shall be responsible for the cost of providing peace officers.

(2) When required, a minimum of one (1) peace officer must be present in the Premises during each Event, beginning at the time the Event is opened to attendees and continuing until all attendees have exited the Facility.

(3) The Facility Manager may, in his or her sole discretion, require that Licensee arrange for and hire additional peace officers during the Event and/or any non-event days or periods.

(4) Licensee may only hire armed and uniformed peace officers with arrest and jurisdictional authority in Houston, Harris County, Texas to meet the requirements of this section.

(5) Licensee shall notify the Event Manager as to the proposed law enforcement agency at thirty (30) calendar days prior to the first calendar day of the License Period. All security arrangements are subject to the approval of the Facility Manager.

(6) Licensee shall notify the Event Manager immediately in the event of an emergency.

(7) Licensee shall ensure that all persons working at the Facility in connection with the Event can produce, upon request and at all times, an identification badge provided by their respective employer or Licensee. Badges must include the name of the wearer and the name of the wearer's employer. All of Licensee's employees, contractors, and agents must sign in at the stage/security door as they enter the Facility and sign out at the stage door each time they leave the Facility.

FIRST AID

(1) Certified first aid personnel (such as emergency medical technicians or nurses) are required at all Events; provided, however, that the Facility Manager may make an exception for Events with an estimated attendance of two hundred (200) or less attendees. Licensee shall be responsible for the cost of providing certified first aid personnel.

(2) The Facility Manager may, in his or her sole discretion, require that at least one (1) certified first aid provider be present in the Premises during non-event days or periods.

(3) When required, a minimum of one (1) certified first aid provider must be present in the Premises during each Event beginning at the time the Event is opened to attendees and continuing until all attendees have exited the Facility.

(4) Licensee assumes sole responsibility for the qualifications and actions of all first aid personnel. Licensee shall ensure that such persons are certified to administer cardio-pulmonary resuscitation, operate a defibrillator and, at a minimum, equipped with a first aid kit and medical supplies to treat foreseeable injuries.

(5) A schedule of the number and postings of first aid personnel shall be submitted in writing to the Event Manager at least thirty (30) calendar days prior to the first day of the License Period. All such first aid arrangements are subject to the approval of the Facility Manager.

(6) Licensee shall notify the Event Manager immediately in the event of an accident, injury or any other incident requiring first aid.

USHERS

(1) Licensee shall hire, at its sole cost and expense, the services of one of the professional ushering services pre-approved by the Facility Manager in his or her sole discretion.

(2) Licensees of Jones Hall shall be required to provide a minimum of thirty four (34) ushers during the Event and Wortham Theater Center licensees shall be required to provide a minimum of thirty three (33) ushers if the Brown Theater is licensed and twenty one (21) ushers if the Cullen Theater has been licensed; provided, however, that the Facility Manager may authorize a reduced number of ushers, in advance and in writing, based on the type of event and number of attendees.

FIRE REGULATIONS

(1) Flammable or volatile materials are prohibited within the Facility unless approved, in advance and in writing, by the fire marshal and the Facility Manager.

(2) Use of flammable compressed gas cylinders is strictly controlled within the Facility and generally prohibited. Non-flammable compressed gas cylinders must be secured to prevent toppling.

(3) All decorations, drapes, signs, banners, table coverings and skirts, carpeting or similar decorative materials used shall be flame retardant to the satisfaction of the fire marshal and are subject to inspection and flame testing by the fire marshal.

(4) Licensee, its employees, agents, exhibitors, contractors and all other personnel shall comply with all federal, state and local fire codes which apply to places of public assembly.

(5) No portion of the entrances, exits, corridors, passageways, halls, lobbies, stairways, escalators, aisles, driveways, sidewalks, ramps or other common areas shall be obstructed or used for any other purpose than ingress and egress. All doors shall have a clearance of at least ten feet (10') on both sides with no physical obstructions. All exit doors shall remain unlocked during the Event.

(6) Access to fire detection and suppression systems, heating, ventilation and air-conditioning vents, lighting fixtures and controls shall not be covered or obstructed at any time for any reason. Exit signs and fire hose cabinets must remain visible and unobstructed at all times.

(7) Licensee shall not admit to the Premises a number of persons in excess of the maximum occupancy established and approved by the fire marshal.

(8) Certain events, exhibits, displays or activities require standby personnel for a fire watch. All costs incurred, including an hourly fee and permit, shall be the sole responsibility of Licensee. (Please consult your Event Manager for further details.)

(9) Use of pyrotechnics and incendiary devices at the Facility requires a State of Texas Pyrotechnic License, a permit issued by the Houston Fire Department Permit Office, and the prior written approval of the Facility Manager. Licensee shall strictly comply with all restrictions placed on the use of pyrotechnics and incendiary devices by the Facility Manager, Houston Fire Marshal and any other regulatory authority.

NON-EVENT ACTIVITIES

(1) Licensee is responsible for coordinating logistics and scheduling for all non-event activities, such as rehearsals, with the Event Manager. All labor costs, expenses and requirements for non event activities shall be the sole responsibility of Licensee.

(2) Licensee is responsible for handling, storing and securing all freight, including crates and packing material. Crates shall only be stored in areas approved in advance by the Facility Manager. HFC does not allow or accept freight shipments for Licensee, its contractors, exhibitors or speakers prior to the License Period. HFC shall not be held liable for any damages, losses or security surveillance for storage of crates.

(3) All move-in and move-out activities must be through designated loading docks, freight doors, and freight elevators. The main lobbies, side doors, escalators and passenger elevators are not to be used for such purposes, unless approved in advance by the Facility Manager.

(4) No forklifts, trailers, or other vehicles or equipment shall be stored or left before or after the License Period without prior written authorization from the Facility Manager.

(5) Licensee is responsible for the removal of all crates and pallets off HFC property by the end of the License period.

(6) All vehicles, forklifts, and heavy equipment shall be removed from the Premises at least one (1) hour before the Event is opened to attendees.

PERMITS

(1) Certain events, exhibits, displays or activities require licenses and/or permits, including, but not limited to, the following: Food and beverage sampling, pyrotechnics, lasers, cooking, sales and use tax, tents or canopies.

(2) Licensee is solely responsible for applying for and obtaining any required license or permit.

DAMAGE PREVENTION

- (1) Vehicles, forklifts, boom lifts, scissor lifts, pallet jacks and similar equipment are prohibited on carpeted areas of the Facility unless approved in advance and in writing by the Facility Manager. If approved, Masonite® floor covering shall be used at all times.
- (2) Golf carts, Cushman® utility vehicles, Segway® vehicles and similar transportation devices are expressly prohibited in carpeted areas of the Facility unless approved, in advance and in writing, by the Event Manager.
- (3) Use of confetti or glitter anywhere in the Facility is strictly prohibited unless approved, in advance and in writing, by the Facility Manager.
- (4) No locks and/or chains will be placed on any door of the Facility for any reason.
- (5) Under no circumstances should any exterior door be propped open or any automatic closing device, panic hardware or mullion removed from any door of the Facility.
- (6) All tape and residue marks shall be removed before the end of the License Period. No tape of any kind shall be permitted on any wall or painted areas or be affixed to any permanent feature of the Facility.
- (7) Only tapes pre-approved by the Event Manager shall be used on any carpeted areas of the Facility (e.g., Shurtape® PC 618 cloth tape or Shurtape® DF 642 double-faced cloth tape).
- (8) Use or distribution of adhesive-backed decals is prohibited at the Facility.
- (9) With the exception of the stages, no holes may be drilled, cored or punched into any part of the Facility.
- (10) No painting of signs, displays, or other objects will be permitted inside the Facility except as approved by the Facility Manager or, in the case of the backstage area, the Director of Backstage Operations. In addition, no portion of the Facility including, but not limited to, rehearsal rooms, sidewalks, parking areas, or loading docks shall be used by a Licensee for the painting, construction or storage of scenery, props, costumes, or other paraphernalia required for the staging of any type of performance without the express permission of the Facility Manager; provided, however, that the Director of Backstage Operations may authorize painting and construction of scenery, props or other paraphernalia on stage.
- (11) Any display containing soil, sand or similar materials shall use a protective floor covering such as heavy plastic. Curbing material shall be used to prevent spills and seepage.
- (12) Helium balloons are prohibited within the Facility.
- (13) Licensee shall not move any furniture set in the green room without the prior approval of the Facility Manager. Removal of permanent seating in any of the theaters is prohibited except upon the prior written permission of HFC.
- (14) Hazardous materials, including biohazards, are strictly prohibited at the Facility unless approved in advance and in writing by the Facility Manager. Licensee shall be solely responsible for the proper care, handling, removal, and disposal of all hazardous materials.

ALCOHOL SERVICE

The sale and distribution of alcoholic beverages (including samples) is controlled exclusively at the Facility by an in-house contractor.

KEYS

- (1) Requests for keys must be submitted to the Event Manager and any keys issued shall be returned before the end of the License Period.
- (2) If any keys are not returned to the Facility before the expiration of the License Period, then Licensee shall be charged for re-keying the appropriate locks at the prevailing rate.

CLEANING

(1) Facility staff will clean the Premises and common areas at no charge to Licensee; provided, however, that Licensee shall be solely responsible for removing all bulk trash, crates, pallets, packing material and any other trash not easily removed by a vacuum cleaner or push broom, including any costs incurred by HFC to dispose of such items.

(2) Licensee shall be held responsible for any cleaning costs incurred due to tape residue, oil, grease, or an unusual amount of dirt or debris.

(3) In addition to any labor costs, Licensee shall be liable for any costs associated with environmental clean up and/or disposal.

(4) Use of confetti or glitter, if approved by the Facility Manager, will result in additional cleaning costs.

(5) HFC may dispose of any property not removed by the end of the License Period. The cost of removal, cleanup and disposal shall be the responsibility of Licensee. Neither HFC, nor its employees will be liable for damage and/or lost equipment and materials.

FIREARMS

(1) Possession of Firearms is forbidden in the Facility with the exception of the following: (i) licensed peace officers and licensed honorably retired peace officers and (ii) individuals licensed by the State of Texas to carry handguns. Props that resemble Firearms may be used on stage as part of a production if integral to the performance, but under no circumstances may they be used with live ammunition.

(2) The term "Firearm" includes any device designed, made, or adapted to expel a projectile through a barrel or cylinder by using the energy generated by an explosion or burning substance or pressurized air or gas or any device readily convertible to that use.

ANIMALS

With the exception of service animals, animals are not allowed in the Facility unless approved in advance and in writing by the Facility Manager. The Facility Manager must receive all requests to bring animals into the Facility no later than thirty (30) days prior to the first day of the License Period.

PARKING

(1) Parking is available in the adjacent Theater District Parking Garage. Parking is not allowed in loading dock areas except as authorized by the Facility Manager.

(2) Licensees with special parking needs such as school buses or large capacity vans may arrange with their Event Manager to have buses and other large vehicles drop off and pick up passengers only. Unless authorized in advance by the Facility Manager, parking large vehicles around the perimeter of the Facility is prohibited.

(3) Licensee must notify the Event Manager at least twenty one (21) days prior to the first day of the License Period if load in and load out activities will require that obstruct or temporarily close a public street. Licensee will be required to hire at least one uniformed security officer to direct traffic and obtain a permit.

(4) If Licensee desires to utilize a valet parking provider, the service shall be Licensee's sole responsibility. Further details on this service are available from the Event Manager.

COMMON AREAS

(1) Facility entrances, exits, hallways, stairs, escalators, elevators, sidewalks, loading docks, ramps, marshalling areas, and concession areas are considered common areas (the "Common Areas") and are not part of the Premises licensed under this Agreement or otherwise under the exclusive control of Licensee. The Facility is not considered a public forum.

(2) No Common Area shall be used for the display of merchandise, posters, or exhibition counters of any nature without the prior written approval of the Facility Manager. At the discretion of the Facility Manager, Licensee may be

required to submit detailed floor plans with specifications outlining the extent and impact of its proposed use of the Common Area(s).

RIGGING AND HANGING–WORTHAM

- (1) Licensees must submit a written request for any hanging or attaching including, but not limited to, drawings, weights, attachment points to the Event Manager at least thirty (30) days prior to the first day of the License Period.
- (2) Licensee is ultimately responsible for any damages or injuries occurring as a result of, or because of, the hanging or attachment to the Facility by its contractor, subcontractor, representatives or agents, etc. during the License Period.
- (3) The WCOC has sole decisional authority for any hanging or rigging occurring on stage. No other person or entity has jurisdictional rights to "hang" within the Facility without the Facility Manager's advance written approval.
- (4) Approval for any hanging or attaching to the Facility structure will be based upon the following stipulations and guidelines:

TYPE OF MATERIAL	DEFINITION	WHO MAY HANG OR ATTACH
Banner, drape, screen masking	Soft material articles with no framing and no rigid support system. Total weight is 50 lbs. Materials used must meet Fire Code regulations.	WCOC or HFC-approved company.
Sign (50 lbs. or more)	Rigid or hard material with frame and/or support system. Purpose is to display words, pictures, graphics, etc.	WCOC or a Licensee's designated company, but only with approval of labor, location, and weight by HFC.
Equipment support system	Facility structure utilized to support lighting, sound, winch motors, screens, scenery, backdrops, etc.	Handled by WCOC or Licensee's designated company, but all labor, location, weight, etc. must be approved by HFC.

- (5) Licensee shall ensure that all beam structures or other painted structures are covered with a protective material before wire or cable is attached to ensure no damage occurs.
- (6) At no time shall Licensee use electrical, lighting conduits, lighting fixtures, utility pipes or sprinkler systems as supports or as a source for attachment.
- (7) Licensee shall completely remove all items including, but not limited to, wire and rope, before the end of the License Period.
- (8) The Facility Manager may, at any time, refuse permission to hang, stop, terminate or delay the hanging or attachment process if they are concerned about the safety or damage to the Facility. The Facility Manager's decision will be final in all cases. At any time, the Facility Manager may assign an on-site supervisor provided by the Facility to approve any and all rigging. The cost for such service will be the responsibility of Licensee.

SMOKING AND TOBACCO

- (1) In accordance with City of Houston Ordinance No. 2006-1054, smoking is prohibited at the Facility, with the limited exception of stage areas of enclosed theaters, if smoking is an integral part of the theatrical performance and Licensee has obtained the prior approval of the Facility Manager.
- (2) The distribution or sale of tobacco products is strictly prohibited in the Facility.

BACKSTAGE OPERATIONS—GENERAL

- (1) Information regarding available equipment may be obtained from the Director of Backstage Operations. Licensee is responsible for determining its needs for any additional equipment and to secure that equipment on its own or with the aid of the Director of Backstage Operations if desired.
- (2) At least thirty (30) days before the first day of the License Period, Licensee must provide the Director of Backstage Operations with a description of its planned activity and its proposal for the number of qualified stagehands required to move in, move out, and conduct the Event (the "backstage crew") and an indication of the extent of its need for the available theater equipment. Licensee shall also submit technical specifications for its planned activity to the Director of Backstage Operations at this time. Technical specification sheets and fee schedules regarding the Facility is available from the Director of Backstage Operations upon request.
- (3) Licensee is responsible for issuing the call for the backstage crew involved in the Event and paying for the services of its backstage crew.
- (4) All backstage crewmembers operating stage equipment must be approved by the Director of Backstage Operations.
- (5) Performers, employees, contractors, and agents of Licensee may enter only through the designated stage/security door. Individuals obviously under the influence of alcohol or drugs are not allowed in the Facility and are subject to being removed from the Facility.
- (6) The Facility Manager and the Director of Backstage Operations have the right to observe all of Licensee's activities and to correct or disallow any condition believed to be unsafe or hazardous to any person or to the equipment or the theater itself. Licensee agrees to cooperate with the Facility Manager and the Director of Backstage Operations and to comply with all safety and security measures adopted by Facility Manager and the Director of Backstage Operations.
- (7) The Director of Backstage Operations must approve use of the backstage areas prior to such usage (except for the dressing rooms, musicians' lounge, and rehearsal rooms).
- (8) During its occupancy of the Facility, Licensee shall:
 - A. Conform to all requests, rules and regulations of HFC and the Director of Backstage Operations or any of their representatives;
 - B. Report to the Director of Backstage Operations for instructions in the safe and proper use of the equipment and regarding the use of backstage areas;
 - C. Report all damage, accidents, and injuries occurring on stage to either HFC or the Director of Backstage Operations;
 - D. Properly care for and respect the equipment and the theater itself; and
 - E. Furnish their own tools, expendables, hardware, and all theatrical paraphernalia necessary for the Event excepting such theatrical equipment that Licensee decides to utilize.
- (9) The stage must be restored to its standard stage plot at the end of every Event at Licensee's expense, unless otherwise approved by the Director of Backstage Operations. Such stage plot is to be supplied two weeks prior to move-in.

BACKSTAGE OPERATIONS—WORTHAM

In addition to all rules and regulations listed above, the following requirements shall apply if the Premises includes any portion of the Wortham Theater Center:

- (1) Licensee understands and agrees that it is required to use appropriate members of the WCOC house crew as approved by the Director of Backstage Operations. The WCOC and the house crew are charged with supporting the activities and designees of Licensee. Licensee shall pay for the services of the house crew attributable to the Event based on the schedule of hourly rates approved by HFC. Licensee will not be charged for the supervisory services provided by the Director of Backstage Operations.

(2) Licensee shall submit a deposit of 110% of the estimated house crew costs directly to WCOC at least 30 days prior to the first day of the License Period. Special circumstances may reduce this minimum time requirement at the discretion of the Director of Backstage Operations. The Director of Backstage Operations may require that this deposit be made in cash, if he reasonably determines that Licensee has a past history of insufficient credit, or has failed to pay charges assessed for the use of any HFC facility. If that deposit exceeds the actual cost, WCOC shall reimburse the excess to Licensee within 30 days after the last day of the License Period. If the actual cost exceeds the amount deposited, Licensee shall be responsible for promptly paying WCOC for difference.

(3) A lamp replacement fee of \$50.00 will be charged to Licensee for each day of the License Period occurring prior to July 1, 2016; on such date and thereafter, a \$60.00 fee will be charged to Licensee for each day of the License Period.

(4) Labor charges for any additional crew members desired by Licensee will be billed by other organizations and are not reflected in the crew estimate prepared by the Director of Backstage Operations unless requested.

(5) Information regarding available equipment may be obtained from the Director of Backstage Operations. Licensee is under no obligation to use any or all of the house equipment. Licensee is responsible for determining its needs for any additional equipment and to secure that equipment on its own.

ANCILLARY SPACE–WORTHAM

Licensees of the Wortham Theater Center acknowledge and agree to the following rules regarding use of Ancillary Space during Event Days, Event Periods and Student Events:

(1) If Licensee's Premises includes the Brown Theater and a performance is scheduled by another licensee in the Cullen Theater, then the grand foyer shall be a Common Area and shared by both licensees.

(2) If Licensee's Premises includes the Cullen Theater and a performance is scheduled by another licensee in the Brown Theater, then the grand foyer shall be a Common Area and shared by both licensees.

(3) If Licensee is the sole licensee in the Wortham Theater Center, then Licensee may use the grand foyer for private gatherings.

(4) In no event shall access to the grand foyer begin earlier than two (2) hours prior to a performance or end later than one (1) hour after a performance.

(5) Licensees of the Brown Theater have exclusive use of the green room; provided that access to the green room shall begin no earlier than three (3) hours prior to a performance and end no later than two (2) hours after a performance.

(6) If the Premises includes the Brown Theater, then Licensee will have exclusive use of the founders salon; provided that access to the founders salon shall begin no earlier than three (3) hours prior to a performance and end no later than two (2) hours after a performance.

(7) No Ancillary Space shall be included with Non-Event Periods or Non-Event Days.

REHEARSAL ROOM–WORTHAM

Licensees of the Wortham Theater Center acknowledge and agree to the following rules regarding use of the basement-level rehearsal room:

(1) All requests for use of the basement-level rehearsal room must be made in writing to the booking administrator at least thirty (30) days prior to the commencement of the License Period.

(2) The Cullen Theater licensee will be given first right of refusal for use of the rehearsal room.

(3) Use of the rehearsal room shall be restricted to event rehearsals; under no circumstances shall the space be utilized for meal functions, as a staging area, or for any other purpose.

(4) Food and beverages are prohibited in the rehearsal room.

DISPLAY CASES

- (1) Non-resident licensees of Jones Hall are allowed use of one (1) three-sheet sized display case at street level at no charge.
- (2) Non-resident licensees of the Cullen Theater are allowed use of one (1) three-sheet sized display case at street level and one (1) two-sheet sized display case in the Wortham Theater Center tunnel at no charge.
- (3) Other Wortham Theater Center Licensees are allowed, at no charge, at least one (1) two-sheet case in the Wortham Theater Center tunnel.

MARQUEE

Licensees may request that the Facility marquee be used to display information pertaining to the Event, subject to the following restrictions:

- (1) If approved by the Facility Manager, the information displayed shall be limited to the name of the Event, name of Licensee, dates and times of the Event, directions to the public entrance of the Event. Parking information, and/or identifying the appropriate ticket booth or other similar information.
- (2) Licensees must submit their request and provide the proposed marquee information to the Event Manager at least two weeks prior to the Event.

RESIDUAL MATTERS

- (1) HFC reserves the right to alter and/or amend these Rules and Regulations at any time.
- (2) For every Event, the Event Manager has the final determination as to whether the Facility is properly prepared, in accordance with these Rules and Regulations, for the doors to be opened to Event attendees.
- (3) HFC shall have authority to make a decision concerning any issue not addressed herein