

METROPOLITAN EXPOSITION RECREATION COMMISSION

RESOLUTION NO. 12-16

For the Purpose of approving an Amendment to the License Agreement between the Oregon Ballet Theatre (OBT) and the Metropolitan Exposition Recreation Commission (MERC)

WHEREAS, MERC and OBT entered into a License Agreement for the use of certain facilities at the Portland Center for the Performing Arts (PCPA) during the fiscal year 2011-2012;

WHEREAS, OBT has an outstanding balance remaining under the License Agreement; and

WHEREAS, OBT has requested that MERC allow it to pay off the remaining balance over a five year period; and

WHEREAS, PCPA's mission includes the support of its resident companies and the performing arts in the Metro region; and

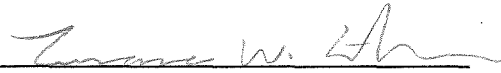
WHEREAS, PCPA staff recommends that MERC approve this Amendment to the 2011-2012 License Agreement.

BE IT THEREFORE RESOLVED as follows:

1. MERC approves the Amendment to the 2011-2012 License Agreement in a form substantially similar to Exhibit A attached hereto.
2. MERC authorizes the General Manager of Visitor Venues to execute the Amendment.

Passed by the Commission on September 5, 2012.


Chair


Secretary/Treasurer

Approved As to Form:

Alison Kean Campbell, Metro Attorney

By: 

Nathan A. Schwartz Sykes
Senior Attorney

**FIRST AMENDMENT TO 2011-2012 PORTLAND CENTER FOR
PERFORMING ARTS LIMITED LICENSE AGREEMENT**

This First Amendment to the Portland Center for Performing Arts Limited License Agreement for the 2011-2012 Oregon Ballet Theater Season ("Amendment") is entered into on this ____ day of _____, 2012, by and between the Metropolitan Exposition Recreation Commission ("MERC" or "Commission"), and the Oregon Ballet Theatre (collectively, "Licensee") (collectively referred to as "the Parties").

RECITALS

- A. MERC and Licensee entered into a Limited License Agreement for the Oregon Ballet Theater 2011/2012 season on April 14, 2011 ("2011-2012 Agreement").
- B. Licensee owes MERC under the 2011-2012 Agreement amounts that are past due in the amount of \$300,357.76.
- C. MERC and Licensee entered into the Limited License Agreement for the Oregon Ballet Theatre 2012/2013 Season ("2012-2103 Agreement") on April 10, 2012.
- D. The parties desire to amend the 2011-2012 Agreement to provide for a payment plan for amounts due under this agreement.

AMENDMENT

The Parties hereby agree to amend the 2011-2012 Agreement as follows:

1. Section 2 of the 2011-2012 Agreement is amended as follows:

Commission will allow Licensee to pay off its unpaid obligations under the 2011-2012 Agreement over a five year term. Licensee shall pay to the Commission by the 15th of the month beginning on October 15, 2012 and continuing until October 15, 2017. The payment amount shall be \$5,005.96. Commission shall not charge interest on the amounts owed provided that Licensee makes timely payments under this Amendment. If Licensee does not make a payment by the 15th of the month, interest shall accrue on all amounts due as of the date of the missed payment and continue on all future payments at the rate of 1.5% per month. Licensee shall have a seventy-two hour cure period.

Licensee must stay current on all financial obligations under the 2012-2013 Agreement and any future agreements during the five year payment term or Licensee will be in default of this Amendment and the Agreement. Should Licensee fail to make any payments owed under this Amendment, Licensee will be in default. Commission shall have all rights allowed under Section 14 of the 2011-2012 Agreement should Licensee default under this Amendment as well as any other rights allowable by law.

Licensee agrees that it must be current on all obligations under the Amendment and not in breach of this Amendment or any other agreement with the Commission prior to placing its next season of tickets for sale. Licensee must obtain written authorization from the PCPA Executive Director prior to placing subscription or any tickets for sale for the following year's season during the term of this Amendment. Licensee will also provide monthly financial statements to the Commission.

2. **Conflicting Terms:**

In the event a conflict arises between this Amendment and the terms and conditions of the 2011-2012 Agreement, the terms and conditions of this Amendment shall control. Except as specifically set forth herein to the contrary, all of the terms and conditions of the 2011-2012 and 2012-2013 Agreements are in full force and effect, shall continue in full force and effect throughout the terms and are hereby ratified and confirmed by the parties.

In Witness Whereof, the parties have executed this Amendment as of the date set forth below.

OREGON BALLET THEATRE

**METROPOLITAN EXPOSITION
RECREATION COMMISSION**

By: _____

By: _____
Teri Dresler

Title: _____

Title: General Manager of Visitor Venues

Date: _____

Date: _____