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Board Cover Memorandum

To Board of Education

From Denise G. Saddler, Interim Superintendent
Sondra Aguilera, Chief Academic Officer
Vanessa Sifuentes, Deputy Chief Postsecondary Readiness

Meeting Date April 22, 2026

Subject Rental Agreement - Paramount Theatre of the Arts, Inc., - 2026 High School Network Senior Graduation Ceremonies – High School Network

Ask of the Board Approval by the Board of Education of a Rental Agreement by and between the District and Paramount Theatre of the Arts, Inc., Oakland, CA, for the latter to host the 2026 graduation ceremonies for Castlemont High School, Fremont High School, Madison Park Academy, McClymonds High School, Oakland High School, Oakland Technical High School, and Skyline High School, via the High School Network Office, for the period of January 27, 2026 through June 1, 2026, in an amount not to exceed \$142,512.85.

Background Graduation ceremonies in OUSD can range from an average of 900 to 2,400 attendees, depending on the school and site. Given these audience sizes, we would like to host all five graduation ceremonies at the Paramount Theater in Oakland or a comparable location. Hosting large graduation ceremonies at such a venue allows for the accessible accommodation of large crowd sizes, with house staff directing attendees in and out of the venue, and audio-visual production staff and equipment facilitating the ceremony experience. Additionally, venues like the Paramount Theater provide trained security personnel to monitor events and screen all attendees via metal detectors before entry. Graduation Ceremony schedules for seven (7) high schools:

- Castlemont High School, May 29, 11:00am
- Fremont High School, May 28, 2026, 4:00pm
- Madison Park Academy, May 26, 2026, 5:00pm
- McClymonds High School, May 28, 2026, 11:00am
- Oakland High School, May 29, 4:00pm
- Oakland Technical High School, May 27, 2026, 6:00pm
- Skyline High School, June 1, 2026, 6:00pm

Discussion The rental cost also includes the presence of on-duty officers from the Oakland Police Department in the event of an emergency.

Fiscal Impact Resource 0005/Central Supplemental in a total amount not to exceed \$142,512.85.

Attachment(s)

- Rental Agreement

RENTAL AGREEMENT

Paramount Theatre
Oakland, California

Operated and Managed by Paramount Theatre of the Arts, Inc.

This Rental Agreement (“Agreement”), made and entered into this 27th day of January 2026, is by and between Paramount Theatre of the Arts, Inc., a California non-profit corporation (“Operator”) and Oakland Unified School District (“Licensee”).

Vanessa Sifuentes, High School Superintendent
Oakland Unified School District
1011 Union Street, Site 987
Oakland, CA 94607
(562) 655-6341
darren.avent@ousd.org; vanessa.sifuentes@ousd.org
WITNESSETH:

The Parties hereby agree as follows:

1. Permission is hereby granted to Licensee to use, upon the express terms and conditions herein provided, that portion of the Paramount Theatre (“Theatre”) situated at 2025 Broadway, Oakland, California, described as a 2850 seat auditorium and stage (“Premises”) on Tuesday, May 26, 2026, Wednesday, May 27, 2026, Thursday, May 28, Friday, May 29, 2026, and Monday, June 1, 2026 for the sole purpose of seven **“Oakland Unified School District 2026 High School Graduation Ceremonies”** (“Engagement”). Licensee is also subject to the terms, provisions, and conditions of the “Addendum to Agreement” for graduation ceremonies held at the Paramount Theatre.
2. For use of the Premises for the above-stated purpose on the date(s) and time(s) indicated, Licensee agrees to pay a flat rent of Three Thousand Five Hundred Dollars (\$3,500) per day for use of the Premises for the above-stated purpose on the date(s) and time(s) indicated and as described in the Addendum to Agreement, plus building expenses, including but not limited to COVID-19 compliance personnel, ticket printing, house equipment, house staff, stagehands, ticket takers, aisle captains, projectionist, medics, porters, stage door guard, security and payroll services, as required by Operator.
3. Licensee agrees to pay a non-refundable deposit of Two Thousand and Eleven Dollars and 85 Cents(\$2,011.85) which has been received and applied by Operator toward Engagement rent and building expenses. Licensee shall return the signed Agreement by February 23, 2026 and pay an additional sum of One Hundred Forty Thousand, Five Hundred and One Dollars (\$140,501) as estimated building expenses due no later than February 23, 2026. Both deposits will be credited against rental and building expenses due. Should the actual costs exceed the total deposit of One Hundred Forty Two

Thousand, Five Hundred and Twelve Dollars and 85 Cents (\$142,512.85), Licensee shall pay the balance to Operator within thirty (30) days of settlement. Should the total deposit exceed the total actual costs, Operator shall refund the difference to the Licensee within thirty (30) days of settlement.

4. Licensee herewith Deposits the sum of \$0 to guarantee payment for the following: damages suffered by Operator, the Theatre or the Premises; cost of excess utilities and excess janitorial services and work; additional rent for time beyond that for which payment has been received by Operator from Licensee; and removal from the Theatre and the Premises of all decorations, debris, rubbish, exhibits and similar items if the same have not been removed by Licensee within the period provided in this Agreement. The unused portion, if any, of said deposit shall be returned immediately to Licensee after Operator has had a reasonable opportunity to ascertain whether Licensee has kept and performed all of the terms and conditions of this Agreement.
5. Licensee understands and agrees that any Deposit(s) made on account of rent and building expenses, as set forth in paragraphs 3 and 4 hereof, is subject to forfeiture if said rent and building expenses are not paid promptly, when due in full.
6. Licensee agrees that it shall at all times save harmless, defend and indemnify Operator and the City of Oakland against all actions, claims, demands, causes of action, liabilities and damages of every nature, kind and description whatsoever together with related costs and expenses (to include, without limitation, attorney's fees) which concern any and all person or persons and/or property and which may in any manner be imposed on, or be incurred by Operator as a consequence of, or arising out of any act, error, default, omission or negligence on the part of any person or persons whatsoever (excepting therefrom negligent acts, errors, defaults or omissions on the part of Operator) in connection with the use of the Premises and Theatre by Licensee or persons authorized by Licensee, its agents, servants, employees and independent contractors.
7. Licensee shall, at its own expense and at all times during which it uses or occupies the Premises or the Theatre, provide, maintain and carry (a) commercial general liability insurance with insurance companies licensed to do business in the State of California with a minimum of an "A-" rating in Best's Insurance Guide on an occurrence basis with policy limits of not less than \$2,000,000 as to each occurrence for bodily injury, death, and/or personal injury sustained or alleged to have been sustained by any and all person or persons, and policy limits of not less than \$2,000,000 as to each occurrence for property damage sustained or alleged to have been sustained by any and all person or persons (to include, without limitation, Operator), (b) workers' compensation insurance, as required by law, and (c) employer's liability insurance with an approved insurance company and with limits of not less than \$2,000,000 for any one occurrence. The above-referenced commercial general liability insurance shall include coverage for contractual liability insuring all of the obligations assumed and undertaken by Licensee pursuant to this Agreement. The commercial general liability insurance policy shall (i) be endorsed to include Operator, its directors and employees and the City of Oakland and their respective officers and employees as additional insureds, and (ii) shall stipulate that Licensee's insurance will be primary insurance and non-contributory, and that any

insurance carried by Operator and/or City of Oakland shall be excess. If the law should at any time specify any additional or other forms of insurance or higher limits than herein specified, Licensee shall, at its sole expense, procure insurance coverage to comply therewith. Before Licensee shall be entitled to use or occupy the Premises or the Theatre, Licensee must furnish Operator with certificates of insurance from approved insurance companies evidencing that all of the foregoing insurance is in force and effect and shall not be cancelled without ten (10) days' prior written notice to Operator. The requirement of Licensee to procure, carry and maintain insurance, as set forth above, shall not be in derogation of any other provision of this Agreement.

8. Licensee shall be required to pay for sufficient security and guard protection so as to ensure the safety of the public the Premises and the Theatre at all times during which Premises and Theatre are used and/or occupied by Licensee, or by persons authorized by Licensee. Operator reserves the right to and shall have the authority to stipulate a reasonable number of guards, which it deems to be necessary for a particular event.
9. After consultation with Licensee, Operator shall hire event personnel including, but not limited to ticket sellers, house manager, ticket takers, aisle captains, stage door guard, security personnel, stagehands, and projectionists, the cost of all of which shall be paid by Licensee within 72 hours of invoicing in accordance with the standard labor rate charges (including Operator's processing service charge) adopted by Operator. Stagehands, projectionists, light and sound persons, if necessary, must be hired through Oakland Local #107, I.A.T.S.E. or Oakland Local #169, M.P.M.O. Only union stagehands, projectionists, light and sound persons shall handle and operate technical and theatre equipment. Licensee shall, to the extent permissible under law, comply with and be bound by such terms and conditions of labor agreements executed by or on behalf of Operator as are deemed to be applicable to Licensee by Operator by reason of, or as a consequence of, the execution of this Agreement, specifically including, without limitation, any provisions therein relating to the settlement of jurisdictional disputes and the determination of working assignments and conditions. Licensee shall, if requested to do so by Operator, replace and discontinue the employment of any employee whom Operator determines for any reason whatsoever to be undesirable.
10. Licensee may not substitute volunteers for house and stage personnel.
11. A duly authorized representative of Licensee must be in attendance at the Theatre and the Premises when the doors are opened and throughout each performance. Operator shall have the absolute right to enter and inspect the Premises and Theatre, or any portion thereof, at all times.
12. The sale (including space assigned for persons confined to wheelchairs) of seats in the Theatre shall not exceed 2850 and shall be in accordance with Operator's established seating plan. Licensee shall not sell tickets or issue passes for ten (10) seats in the Orchestra section, and Licensee acknowledges that such seats are to be reserved for complimentary use by Operator. Operator may at its option release these complimentary seats for use by Licensee.

13. Standees shall be limited to 0 in the rear of the Orchestra Rear Section only. Licensee agrees not to sell tickets to standees except at time of performance, and only from the Theatre's Box Office.
14. The services of the Theatre's Box Office must be employed by Licensee and all tickets to be distributed for each event of Licensee must be processed and distributed through the Theatre's Box Office, unless written permission to do otherwise is granted by Operator. Ticket sales revenue shall be considered as earned ("earned ticket revenue") only when Licensee has fulfilled its obligations under this Agreement, including but not limited to, presenting the event(s) referred to in Item #1 of this Agreement. Ticket sales revenue shall be retained in trust by Operator, separate and segregated from any funds Operator controls, on behalf of the ticket holder, until such time as Licensee fulfills its obligations by presenting the event(s) referred to in Item #1 of this Agreement, at which time earned ticket revenue may be disbursed.
15. Programs if any given to persons attending performances in the Theatre shall be a minimum number of tickets sold and shall not exceed 8-1/2 inches in width and 11 inches in height.
16. When programs are used, Licensee shall have the following announcements inserted in a conspicuous place in the program, set in bold type and block:

PARAMOUNT THEATRE, OPERATED BY PARAMOUNT THEATRE OF THE ARTS, INC.

PATRONS, ATTENTION PLEASE!

FIRE NOTICE:

THERE ARE SUFFICIENT EXITS IN THIS BUILDING TO ACCOMMODATE THE ENTIRE AUDIENCE. THE EXIT INDICATED BY THE LIGHTED EXIT SIGN NEAREST YOUR SEAT IS THE SHORTEST ROUTE TO THE STREET.

IN CASE OF FIRE, PLEASE DO NOT RUN; WALK THROUGH THAT EXIT.

SMOKING AND VAPING ARE NOT PERMITTED ANYWHERE IN THE THEATRE.

FOR LOST AND FOUND INFORMATION, INQUIRE AT THE MAIN FLOOR, AISLE 3, OR CALL THE BOX OFFICE AT (510) 465-6400

17. Operator specifically reserves the checking, food and beverage, and parking privileges and all other concessions. Sale of foodstuffs and beverages shall not be permitted except by Operator. Licensee shall not bring into the Theatre any liquid refreshments, ice cream, popcorn, cotton candy, sno-cones or foods, except with the prior written permission of Operator. If the foregoing is permitted, Licensee may be required to give Operator a cash bond to guarantee payment for damage to the Theatre by it, or its employees or patrons, but this bond shall not relieve Licensee from any other liability or obligation which he may have or owe Operator. Operator reserves the right to designate areas within the Theatre or Premises which shall be reserved as concession spaces. If

Licensee sells event-related merchandise, there will be a percentage split of the proceeds with the Operator. Operator to retain and remit applicable California sales tax. Operator reserves the discretionary right to designate location, appearance of stands, and permissible merchandise.

18. No circulars, pamphlets, literature or other printed, typed or written matter of any kind shall be sold, loaned or given away by Licensee or by any person or persons under Licensee's direction in the Theatre or any part thereof or in close proximity thereto, nor shall any collection, donation or subscription of any kind be taken up, solicited, requested or received at any time covered by this Agreement, unless such circular, pamphlet, literature or other printed, typed or written matter or collection, donation or subscription plan be first submitted to Operator at least ten (10) days prior to such event and approved in writing by Operator.
19. Licensee shall have the privilege of selling souvenir programs without any advertising, sheet music, recordings, souvenirs, mementos, photos, religious articles and literature without any advertising, in the lobby of the Theatre, if the same be under the supervision and direction of Operator and if Licensee agrees to pay promptly all on premise sales charges and taxes.
20. No programs, activities or events in the Theatre or the Premises shall be filmed, broadcast, televised or recorded without the prior written permission of Operator with the exception of still photography mutually agreed upon by the Parties. In addition to the regular rental, Licensee may, at the option of Operator, be required to pay to Operator an additional sum for the right to film, broadcast, televise and/or record approved programs, activities and/or events of Licensee.
21. Licensee represents and warrants that all copyrighted music will be performed or produced with the express permission from the copyright owner. Licensee represents and warrants that any and all obligations under the copyright license shall be performed or completed by Licensee. Licensee agrees to save, hold harmless and indemnify Operator for any and all liability, claims, costs, actions, and expenses, including legal fees that may arise out of or from a copyright license agreement, or copyright infringement lawsuit or both, or any representation or warranty made herein.
22. Operator agrees to furnish as its complete and sole obligation under the terms of this Agreement, the Premises in "as is" condition together with the usual and regular heat, lighting and janitorial service. Any additional equipment or service required and used by Licensee shall be paid for at the rates established by Operator, and all help and labor required by Licensee for the giving of any entertainment for which the Premises is rented by Licensee shall be paid for by Licensee with the exception of the janitorial service herein provided. Licensee further agrees to pay for sufficient ticket sellers, ticket takers and aisle captains and a stage door guard and house manager, according to the rules and regulations of Operator governing the use of the Theatre.
23. The regular stage equipment furnished by Operator shall consist of the following: the stage, the house curtain, title curtain, and the border lights as presently installed in the Theatre. No other equipment shall be required to be supplied by Operator unless

arrangements are made in writing by Licensee and a charge may be imposed upon Licensee by Operator for the use of said other equipment.

24. All electrical equipment brought into the Theatre and used by Licensee shall comply with and conform to all the rules and regulations of the N.F.P.A., the ordinances, statutes and laws of the City of Oakland, State of California and the United States of America, and to the rules, regulations and directives issued by every government bureau or agency having jurisdiction with respect thereto. Operator reserves the right to correct any violation placed upon said equipment, at the sole expense of Licensee, upon failure of Licensee to comply promptly in removing any such violation.
25. All scenery and paraphernalia shall be or caused to be fireproofed by Licensee so as to satisfy standards required by law and the highest standards of accepted contemporary practice. Placement of scenery and paraphernalia shall conform to all governmental ordinances, statutes, laws, rules and regulations.
26. The driving of nails, tacks, pins and similar items in the floors or in any wall, ceiling, partition, door, window casing or any other woodwork or other portion of the Theatre, and the changing in any manner or movement of any fixture of the Theatre without the prior written consent of Operator is prohibited. No stand, platform, booth, electrical work, partition, railing, enclosure, overhead structure or other structure shall be erected by Licensee, unless a plan and a description of same is filed with, and approved in writing by Operator. Licensee guarantees to reimburse, and agrees to hold harmless and indemnify, Operator for and from all loss or damage to Theatre or any part thereof, or to the fittings or furnishings of the Theatre or any part thereof, accruing at any time during which the Premises or Theatre are used by, or are under control of, Licensee or persons authorized by Licensee, unless due to Operator's willful misconduct.
27. Licensee shall vacate the Premises and the Theatre and remove therefrom all personal property, including all debris, rubbish, boxes, broken wood and similar items before the period of time for which the Premises is hereby rented. Licensee shall insure that all booths, exhibits and similar items are removed. Licensee agrees that if the Premises or the Theatre are occupied or used for such purpose or any other purpose beyond the time for which the rent has been or is required to be paid, the excess time shall be paid for by Licensee in accordance with the established rates of Operator, or if none, on the same hourly basis as the rental provided for herein.
28. The lights in the Theatre may be shut off at the hour when the time for which rent has been paid expires, and the lights will be shut off unless arrangements with Operator are made in advance of that hour for the payment of the fixed rent for whatever additional time is wanted.
29. Licensee shall not store or cause to be stored any equipment of any type or kind on the Premises or in the Theatre for a period beyond that for which the rental charge covers unless permission to do so is given in writing by Operator and it is further agreed that a reasonable charge shall be made for such storage unless waived by Operator. The charge for said storage shall be that as determined and set by Operator in its rules and

regulations governing the use of the Theatre, if the same so provide, and if such rules do not so provide, the storage charge shall be that sum which is customarily charged by commercial stores in the City of Oakland.

30. Licensee acknowledges that the Premises and the Theatre appear to be in a first-class condition and fully fit and suitable for the purposes for which they are let.
31. The Parties to this Agreement shall be excused from the performance of the terms and conditions of this Agreement, the Deposit returned to Licensee when such failure is attributable to and caused by an act of God, by the government taking possession of the Theatre or other government rules, regulations, or actions, by power failure or by other circumstances beyond the control of the Parties hereto (a "Force Majeure Event") (other than Licensee's ability or inability to obtain appropriate personnel and/or performers for the Program) that actually prevent the performance of the terms and conditions of the Agreement. Force Majeure Event shall include but not be limited to severely inclement weather, serious illness, death, or incapacitation of a key member of the artist, any present or future statute, law, ordinance, regulation, order, judgment, or decree (including without limitation county or state health orders), act of God, earthquake, flood, fire, epidemic, pandemic, accident, explosion, casualty, lockout, boycott, strike, labor controversy, riot, civil disturbance, war or armed conflict, invasion, or any other cause or causes outside the reasonable control of the Parties. If any such Force Majeure Event shall render only some, but not all, of the Engagement to be unable to be presented, the remaining Performances of the Engagement shall be presented and the terms and conditions hereof shall thereupon remain in full force and effect, except as to the number of Performances.
32. Licensee acknowledges that Paramount Theatre of the Arts, Inc. is operating and managing the Theatre subject to the laws, rules, regulations and ordinances of the City of Oakland, Alameda County, the State of California, the United States, the health departments of Alameda County and California (collectively "Government Entities" and each a "Government Entity"). If a Government Entity shall enact or otherwise impose any law, rule, regulation, ordinance or other requirement that will affect Theatre's performance of its obligations under this Agreement so that Theatre cannot perform hereunder, Theatre shall have the right to terminate this Agreement at no cost, expense or liability to Theatre and shall refund the Deposit to Licensee (less any out-of-pocket expenses incurred by Operator associated with the Engagement), and the Parties to this Agreement shall thereupon be excused from further performance of the terms and conditions of this Agreement except as provided in subsection (a) below.
 - (a) If a Government Entity issues any directives, guidelines, regulations, or the like that modify the Theatre capacity, close the Theatre, or require enhanced operations or safety protocols such that the presentation of the Engagement is limited or materially affected, Theatre may postpone or cancel the Engagement or selected Performance(s) without liability to Licensee and the Parties will work in good faith to reschedule any such postponed or cancelled Engagement or Performance(s). In no event shall the cancellation for any reason of the Engagement or any Performance

give Licensee the right to reschedule the Engagement or Performance in the Theatre.

33. If Operator reasonably determines that the use to which the Premises or the Theatre shall be put by Licensee is or will be improper, or dangerous to the public health, safety, or morals, or will, or is likely to endanger or deteriorate Theatre or any part thereof by fire, water, or other means of any nature, or if Licensee violates any of the material provisions hereof and fails to cure same within a reasonable period of time following notice thereof from Operator, then and in that event, Licensee agrees that this Agreement may be cancelled by Operator upon notice to Licensee. In the event of cancellation of this Agreement pursuant to this Section 33, Licensee understands and agrees that no liability whatsoever shall attach to Operator by reason of such cancellation, unless due to Operator's willful misconduct.
34. The performances or events to be given or activities to be conducted by Licensee must conform to all the laws and ordinances of the city, state, and federal governments. If Licensee is prevented from completing or conducting its activities, performances or events because of violation or alleged violation of any law, rule or regulation, Operator shall nonetheless be entitled to retain any sums paid hereunder and to be paid any sums due hereunder.
35. Licensee agrees that there shall be no segregation or discrimination practiced in the Theatre or the Premises because of race, color, creed, religion, sexual orientation, marital status, national origin, ancestry, A.I.D.S., or A.R.C. against any participant or against any patron as to admission to or seating in said Theatre or the Premises.
36. Licensee agrees that it and all other persons, authorized by it to use or occupy the Premises or the Theatre, shall abide by and conform to the rules of Operator concerning the operation and use of the Theatre and the Premises during the term of this Agreement, and that Licensee will pay for all breakage or damage to property caused by it and all other persons authorized by it to use or occupy the Premises or the Theatre, unless due to Operator's willful misconduct.
37. Any privilege granted to Licensee under this Agreement cannot be assigned without the prior written consent of Operator.
38. Licensee understands that performing events have booking priority over rehearsals. Rehearsal times may be reasonably changed by Operator within fourteen (14) days by notice to Licensee.
39. If Licensee has equipment in the Theatre or the Premises, and if Operator wishes to book the Theatre or the Premises for another attraction on a given day, said Licensee will a) arrange for equipment to be removed from the Theatre or the Premises, or b) be charged appropriate performance rates.
40. Should Licensee fail to fulfill the terms herein set forth, then this Agreement is null and void, and Licensee shall forfeit all sums of money paid in advance on account of the use of the Theatre or the Premises.

41. Additional provisions or modifications may be attached to this Agreement and when signed, shall be binding on the parties.
42. This Agreement may, upon the mutual consent of the parties, be modified at any time.
43. Time is expressly made of the essence of each and every provision of this Agreement.
44. In the event any action shall be brought by any party hereto to enforce any term or provision of this Agreement, the prevailing party shall be entitled to recover reasonable costs and counsel fees incurred therein.
45. The failure of any party hereto to seek redress for violation of or to insist upon strict performance of any provision of this Agreement, shall not prevent or dilute such party's right to insist later upon such performance of the same or a similar provision or to have redress for the same or a similar violation.
46. Every provision of this Agreement is intended to be severable from the other provisions. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder hereof.
47. If Licensee consists of more than one person, responsibility and liability hereunder for the performance of all terms and provisions of this Agreement shall be joint and several as to such persons. The performance of Licensee under this Agreement is not required to be guaranteed by n/a on behalf of Licensee, and such guarantors have executed this Agreement in order to evidence their status as guarantors of Licensee.
48. The masculine, feminine, or neuter gender, and the singular or plural number, may each include the others, depending upon the gender and number in the particular context.
49. This Agreement shall be governed by the laws of the State of California.
50. Any and all notices or demands by, from or to Operator and Licensee shall be in writing. They shall be served either personally or by certified or registered mail, service shall be conclusively deemed to have been made upon deposit thereof in the United States mail, postage prepaid, addressed to the person to whom such notice or demand is to be given, as hereinafter provided. Any party may change his address for the purpose hereof by giving written notice of such change to the other party in the manner provided in this paragraph.

Any notice or demand to Operator may be given to it at:
Attention: Jason Blackwell, General Manager
Paramount Theatre of the Arts, Inc.
2025 Broadway
Oakland, CA 94612

Any notice or demand to Licensee may be given to it at:
Attention: Vanessa Sifuentes, High School Superintendent
Oakland Unified School District
1011 Union Street, Site 987
Oakland, CA 94607

51. This Agreement and Addendum contains the entire agreement between the parties hereto. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party hereto. Each party has relied or is relying on its own examination of this Agreement, the counsel of its own advisors, and the warranties, representations, duties and covenants in this Agreement itself.
52. Licensee shall pay in full and when due any and all taxes, excises, assessments or other charges including sales, use and payroll taxes, levied by any governmental agency to the applicable collecting agencies with respect to Licensee's use and occupancy of the Theatre and Premises pursuant to this Agreement. Licensee understands that use of the premises may constitute a possessory interest and that interest may be subject to property taxation. Licensee is solely responsible for any such tax.
53. No use shall be made or permitted to be made of the Premises or the Theatre, or acts done, by Licensee, which will cause the cancellation of, or invalidate coverage under, any insurance policy then in force and concerning the Theatre or any part thereof. Licensee shall, at their sole cost, institute all procedures necessary in order to insure compliance with the foregoing undertaking.
54. Licensee shall not commit, or suffer to be committed, any waste on the Premises or in the Theatre, or any nuisance or other act or thing which may disturb the quiet enjoyment of the Premises and the Theatre.
55. Nothing in this Agreement shall cause Operator in any way to be construed as partner, joint venture, or associated in any way with Licensee with respect to the operation and use of the Premises and the Theatre, or subject Operator to any obligation, loss, charge or expense connected with or arising from the operation or use of the Premises or Theatre.
56. Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of Licensee, or (b) a general assignment by Licensee for the benefit of creditors, or (c) any action taken or suffered by Licensee under any insolvency or bankruptcy act, or (d) any action taken or suffered by or against Licensee which indicates that Licensee will be unable to perform its obligations hereunder (whether due to financial inability or otherwise) shall if not cured to the satisfaction of Operator within 10 days after such event or within 3 days prior to Licensee's use and occupancy of the Premises or during Licensee's use or occupancy of the Premises, whichever first occurs, bestow upon Operator the right to immediately cancel and terminate this Agreement without notice or liability to Licensee.

57. At all times during which Licensee is using or occupying the Premises or the Theatre, Licensee shall comply fully with all laws, orders, regulations and statutes of all governmental bodies and agencies with respect to safety, accident prevention, safety equipment and practices as well as any accident prevention or safety provisions of Operator. Licensee shall conduct inspections to determine and insure that safe conditions exist and accepts sole responsibility for providing a safe place for the benefit of employees, patrons and all other persons.

Date: January 27, 2026

Date: 3/27/2026

Paramount Theatre of the Arts, Inc.

Oakland Unified School District

By: _____

By: Sandra Aguilera

Jason Blackwell, General Manager

Sandra Aguilera, Chief
Academic Officer

Approved As To Form by OUSD Legal Department:

Roxanne De La Rocha 03/11/26
Roxanne De La Rocha, Staff Attorney