

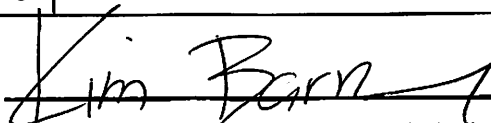
## Mayor's Office: Council Agenda Item Request Form

*This form and supporting documents (if applicable) are due the Wednesday before the COW meeting by noon.*

Date Received  
(office use)

Date of Request	04-25-18
Requesting Staff Member	Holly M. Yocom
Requested Council Date	05-01-18
Topic/Discussion Title	Resolution approving and amending the Clark Planetarium Productions 2018 price list for multiple purchase discounts, approving the Performance License Agreement, and approving the Exhibit Software Agreement.
Description	Clark Planetarium requests a change to its price list to allow for multiple purchase discounts. Clark Planetarium requests consent of its Performance License Agreement form as well as its Exhibit Software Agreement Allowing Resale form.
Requested Action <sup>1</sup>	Approve/Consent
Presenter(s)	Holly M. Yocom, Director of Community Services Seth Jarvis, Director of Clark Planetarium
Time Needed <sup>2</sup>	NA
Time Sensitive <sup>3</sup>	No
Specific Time(s) <sup>4</sup>	No
Will You Be Providing a PowerPoint?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will You Be Providing Back-Up Documentation or Handouts?  Please attach supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Mayor or Designee approval:



<sup>1</sup> What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

<sup>2</sup> Assumed to be 10 minutes unless otherwise specified.

<sup>3</sup> Urgency that the topic to schedule on the requested date.

<sup>4</sup> If important to schedule at a specific time, list a few preferred times.

**EXHIBIT SOFTWARE AGREEMENT ALLOWING RESALE**

**Between**

**CLARK PLANETARIUM  
A DIVISION OF SALT LAKE COUNTY  
110 South 400 West, Salt Lake City, Utah, 84101, USA**

**and**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**1. INTRODUCTION AND DEFINITIONS**

A. This Agreement between Salt Lake County on behalf of its Clark Planetarium (Clark Planetarium) and \_\_\_\_\_ (Licensee) is for usage and/or resale of the below listed Exhibit Software effective as of the date listed below.

B. Clark Planetarium licenses to Licensee (collectively, the Exhibit Software):

<b>Software Titles &amp; Discount Descriptions</b>	<b>Unit Price</b>	<b>Qty</b>	<b>Extended Price</b>

**TOTAL:** \_\_\_\_\_

C. The Term of this Agreement shall not exceed fifty years and is bounded by the following dates:

Commencement Date: \_\_\_\_\_.

Expiration Date: \_\_\_\_\_.

D. License Fee Total is \$\_\_\_\_\_ (U.S. Dollars) in accordance with Clark Planetarium Productions Price List, effective on: \_\_\_\_\_ (date). Licensee shall pay to Clark Planetarium the License Fee no more than 30 days after receiving the invoice for this amount.

E. For licensees located outside the United States, Clark Planetarium will deliver the Exhibit Software only after the License Fee Total is paid in full.

F. Each individual exhibit software license is for a single exhibit kiosk. A separate license must be obtained for each exhibit kiosk.

## **2. WHAT CLARK PLANETARIUM WILL PROVIDE:**

A. Clark Planetarium will provide the software and a recommended equipment list that enables a properly configured computer and a properly configured input device such as a motion-sensing third-party device, a button panel, a touchscreen or other input devices, as outlined in Exhibit Software equipment specifications, to interface with a display monitor or projector for use in creating an interactive exhibit kiosk. This software includes all graphic files and animations designed to operate on a monitor or projector with the resolution and aspect ratio specified in the equipment list. Licensee is responsible for providing an adequate computer, running the operating system with up-to-date service packs, as specified by Clark Planetarium for each Exhibit Software. Licensee is also responsible for providing the cabinet and input system for the kiosk, and a monitor or projector, as specified in the recommended equipment list for each Exhibit Software. If additional revised configurations are required, additional fees may be assessed.

B. Clark Planetarium will provide a software license hardware dongle (hereafter known as "License Dongle") which must be installed in the exhibit kiosk computer in order for the Exhibit Software to operate. The License Dongle is warrantied for replacement for one (1) year from the commencement of the license. After one year the License Dongle may be replaced at a cost of \$100, once Clark Planetarium has received the failed License Dongle. If the License Dongle is

lost or stolen, a new license will have to be obtained at full price before the exhibit kiosk can be operated again.

C. Clark Planetarium will provide up to five (5) hours of remote technical support per license, via telephone or e-mail. Additional technical support is available at a rate of \$100 per hour. These service rates may be modified from time to time.

**3. COPYRIGHT:** Clark Planetarium owns the copyright and all intellectual property rights associated with this Exhibit Software. Exhibit Software, plans and graphics may not be reproduced, reverse engineered, shared, loaned or in any way distributed in any form without the express and prior written permission of Clark Planetarium. The Licensee may make up to two copies of the Exhibit Software as a backup, to be kept in a secure location and used only for recovery purposes in the event of an emergency. This backup copy is subject to the same copyright protection set forth herein. Clark Planetarium will have the exclusive right to distribute its Exhibit Software. The License Dongle that allows Exhibit Software to operate may not be copied or duplicated under any circumstances.

Licensee recognizes that the Software is the proprietary and confidential property of Clark Planetarium. Accordingly, Licensee shall not, without the prior express written consent of Clark Planetarium, during the term of this License and for additional years thereafter, disclose or reveal to any third party or utilize for its own benefit, other than pursuant to this License, any Exhibit Software provided by Clark Planetarium, provided such information was not previously known to Licensee or to the general public. Licensee further agrees to take all reasonable precautions to preserve the confidentiality of Clark Planetarium's Exhibit Software and shall assume responsibility that its employees will similarly preserve this information against third parties. The provisions of this clause shall survive termination of this License.

**4. MODIFICATION:** Licensee may alter the design of the cabinet or input system or computer as needed at their own risk. Clark Planetarium logo and copyright notice may not be removed, altered, obscured or covered in any way.

## **5. TERMS AND CONDITIONS**

A. Subject to the payment of License Fees and the terms and conditions hereof, Clark Planetarium hereby grants to Licensee, and Licensee hereby accepts from Clark Planetarium a non-exclusive License under the copyright of the Exhibit Software to operate an exhibit kiosk publicly and privately at Licensee's facility, beginning on the Commencement Date and ending on the Expiration Date. The License granted herein shall extend only to the operation of the

exhibit kiosk of the specific Exhibit Software delivered by Clark Planetarium to Licensee. The License granted herein shall extend to no other time, place, use or purpose.

B. Clark Planetarium warrants that upon delivery to Licensee, The Software will be in good working condition for use in an interactive exhibit kiosk and that the provided License Dongle will authorize the software to operate.

C. Licensee shall pay Clark Planetarium the License Fee in such installment(s), and on such date(s), as set forth in section 1-D of this License.

D. Licensee shall exercise due care in handling and operating Exhibit Software and the License Dongle and shall not permit Exhibit Software and the License Dongle to leave its possession during the period between the delivery to Licensee and removal and deletion thereof and shall be responsible for all risk of its loss or damage. If Exhibit Software or the License Dongle is lost, stolen, destroyed or damaged during such period, Licensee shall immediately notify Clark Planetarium stating the events surrounding same and shall arrange with Clark Planetarium replacement as set forth in section 2-B of this License.

E. Licensee shall operate Exhibit Software in an exhibit kiosk in its entirety in the form submitted by Clark Planetarium, and shall not in any way alter the same except to make necessary repairs, or to comply with the requirements of any duly authorized public authority. It shall not duplicate, lease, pledge, mortgage, loan or sub-license any part of The Software.

F. If Licensee: (1) fails or refuses to pay the License Fee or any other amount due hereunder; (2) otherwise defaults in any of its obligations hereunder; or (3) is adjudicated as bankrupt or becomes insolvent or makes an assignment for the benefit of creditors, or if a receiver, liquidator or trustee is appointed to manage its affairs; Clark Planetarium shall have the right, at its option, to treat such default as a material breach hereof by Licensee and may terminate this License by notice to Licensee at any time. If Clark Planetarium exercises its option as aforesaid, the grant of the License to perform the Exhibit Software shall stand revoked. Upon termination or expiration of this License, howsoever caused, (i) any remaining portions of the License Fee not yet due or paid hereunder shall immediately become due and payable by Licensee to Clark Planetarium, (ii) all amounts owing by Licensee to Clark Planetarium hereunder shall remain recoverable by Clark Planetarium notwithstanding termination of this License, (iii) Licensee shall remove and delete any and all digital files provided by Clark Planetarium for Exhibit Software and return the License Dongle, failing which, Clark Planetarium shall have the right at any time to enter onto the premises of Licensee and take possession of Exhibit Software and the License Dongle.

**G. CLARK PLANETARIUM'S LIABILITY TO LICENSEE UNDER ANY PROVISIONS OF THIS LICENSE FOR DAMAGES FINALLY AWARDED SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID HEREUNDER BY LICENSEE TO CLARK PLANETARIUM. IN NO EVENT SHALL CLARK PLANETARIUM BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.**

**H. Clark Planetarium warrants that software licensing has been secured for components of Exhibit Software which are derived from other software providers.**

**I. In the event of re-sale, Licensee is required to collect and/or pay all relevant taxes, fees, duties, tariffs, etc., according to the laws applying to the sale.**

**J. This License shall be governed by the laws of Utah. All disputes hereunder shall be resolved in the applicable state or federal courts of Salt Lake County, State of Utah. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail or electronic service and waive any jurisdictional or venue defenses otherwise available.**

**K. Exhibit Software includes the Unreal® Engine code and other code, materials, and information (the "Epic Materials") from Epic Games, Inc. ("Epic"). All Epic Materials are provided on an "as is" and "as available" basis, "with all faults" and without warranty of any kind. Clark Planetarium, Epic, and Epic's affiliates disclaim all warranties, conditions, common law duties, and representations (express, implied, oral, and written) with respect to the Epic Materials, including without limitation all express, implied, and statutory warranties and conditions of any kind, such as title, non-interference with your enjoyment, authority, non-infringement, merchantability, fitness or suitability for any purpose (whether or not Epic knows or has reason to know of any such purpose), system integration, accuracy or completeness, results, reasonable care, workmanlike effort, lack of negligence, and lack of viruses, whether alleged to arise under law, by reason of custom or usage in the trade, or by course of dealing. Without limiting the generality of the foregoing, Clark Planetarium, Epic, and Epic's affiliates make no warranty that (1) any of the Epic Materials will operate properly, including as integrated in the Exhibit Software, (2) that the Epic Materials will meet your requirements, (3) that the operation of the Epic Materials will be uninterrupted, bug free, or error free in any or all circumstances, (4) that any defects in the Epic Materials can or will be corrected, (5) that the Epic Materials are or will be in compliance with a platform manufacturer's rules or requirements, or (6) that a platform manufacturer has approved or will approve this the Exhibit**

Software, or will not revoke approval of this the Exhibit Software for any or no reason. Any warranty against infringement that may be provided in Section 2-312 of the Uniform Commercial Code or in any other comparable statute is expressly disclaimed by Clark Planetarium and Epic. Clark Planetarium, Epic, and Epic's affiliates do not guarantee continuous, error-free, virus-free, or secure operation of or access to the Epic Materials. This paragraph will apply to the maximum extent permitted by applicable law.

To the maximum extent permitted by applicable law, neither Clark Planetarium, Epic, Epic's licensors, nor its or their affiliates, nor any of Clark Planetarium's or Epic's service providers, shall be liable in any way for loss or damage of any kind resulting from the use or inability to use the Epic Materials or otherwise in connection with this License, including but not limited to loss of goodwill, work stoppage, computer failure, or malfunction, or any and all other commercial damages or losses. In no event will Clark Planetarium, Epic, Epic's licensors, nor its or their affiliates, nor any of Clark Planetarium's or Epic's service providers be liable for any loss of profits or any indirect, incidental, consequential, special, punitive, or exemplary damages, or any other damages arising out of or in connection with this License or the Epic Materials, or the delay or inability to use or lack of functionality of the Epic Materials, even in the event of Clark Planetarium's, Epic's, or Epic's affiliates' fault, tort (including negligence), strict liability, indemnity, product liability, breach of contract, breach of warranty, or otherwise and even if Clark Planetarium, Epic or Epic's affiliates have been advised of the possibility of such damages. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of Clark Planetarium, Epic, Epic's licensors, its and their affiliates, and any of Clark Planetarium's or Epic's service providers shall be limited to the full extent permitted by law.

**7. STANDARD FORM** Any alteration of the standard form language without approval of the attorney shall render the agreement void and without effect. Any changes to this License must be pre-approved as to form by the Salt Lake County District Attorney's Office.

**8. SIGNATURES** Please indicate your agreement by signing below and returning this Exhibit Software Agreement to Clark Planetarium.

**FOR LICENSEE**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**FOR CLARK PLANETARIUM**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Craig J.  
Wangsga  
rd**

Digitally signed by Craig J.  
Wangsgard  
DN: dc=org, dc=slco, ou=Departments, ou=District  
Attorney, ou=Users, ou=GC,  
cn=Craig J. Wangsgard,  
email=CWangsgard@slco.org  
Date: 2018.04.12 14:10:53  
-06'00'



**PERFORMANCE LICENSE AGREEMENT**

Between

**CLARK PLANETARIUM, A DIVISION OF SALT LAKE COUNTY**  
110 South 400 West, Salt Lake City, Utah, 84101, USA

and

\_\_\_\_\_  
\_\_\_\_\_

**1. INTRODUCTION AND DEFINITIONS**

A. This Performance License Agreement (the Agreement) between Salt Lake County on behalf of its Clark Planetarium (Clark Planetarium) and \_\_\_\_\_ (the Licensee), operating a theater with an annual attendance of \_\_\_\_\_ and a seating capacity of \_\_\_\_\_, is for the public and private performance of \_\_\_\_\_, copyright \_\_\_\_\_ (year) (the Program).

B. The Program is (mark one):

☐

an educational fulldome video production, comprised of animation, video, and/or images synchronized to a soundtrack produced by Clark Planetarium.

☐

a fulldome visual library comprised of animation, video, and/or images, provided with no soundtrack.

C. The Performance License Term shall not exceed fifty years and is bounded by the following dates:

Commencement Date: \_\_\_\_\_.

Expiration Date: \_\_\_\_\_.

D. License Fee is determined to be \$ \_\_\_\_\_ (U.S. Dollars) in accordance with the Productions Price List published on \_\_\_\_\_ (date). The Licensee shall pay to Clark Planetarium the License Fee no more than 30 days from receiving the invoice for this amount.

F. Clark Planetarium requires pre-payment of the invoice amount before content is delivered to any theater located outside the United States.

**2. COPYRIGHT**

Clark Planetarium will own the copyright to the script, soundtrack, animation, video, characters, and all imagery. The Program may not be reproduced or distributed in any form by the Licensee

without prior written permission by Clark Planetarium (with the exception of video or still image excerpts for advertising purposes). Clark Planetarium will have the exclusive right to distribute the Program.

### **3. TERMS AND CONDITIONS**

A. Subject to the payment of License Fees and the terms and conditions hereof, Clark Planetarium hereby grants to the Licensee, and the Licensee hereby accepts from Clark Planetarium, a non-exclusive, non-transferrable, non-sub-licensable Performance License under the copyright of the Program to perform the same publicly and privately at Licensee's facility, beginning on the Commencement Date and terminating on the Expiration Date. The License granted herein shall extend only to the Performance of the specific Program delivered by Clark Planetarium to the Licensee. The Performance License granted herein shall extend to no other time, place, use or purpose.

B. The Clark Planetarium warrants that upon delivery to the Licensee, the Program will be in good working condition for projection and performance.

C. The Licensee shall pay the Clark Planetarium the License Fee in such installment(s), and on such date(s), as set forth in section 1-E of this Agreement.

D. The Clark Planetarium shall deliver the Program in time for the Performance thereof.

E. The Licensee shall, upon the earlier of the Expiration Date, or the date of termination of this Agreement, remove and delete any and all digital files provided by the Clark Planetarium for the performance of the Program and the Licensee shall certify to Clark Planetarium the removal and deletion thereof.

F. The Licensee shall exercise due care in handling and performing the Program and shall not permit the Program to leave its possession during the period between the delivery to Licensee and removal and deletion thereof and shall be responsible for all risk of its loss or damage. If the Program is lost, stolen, destroyed or damaged during such period, the Licensee shall immediately notify Clark Planetarium stating the events surrounding same and shall pay to Clark Planetarium a sum equal to the cost of replacement thereof.

G. The Licensee shall perform the Program in its entirety in the form produced by Clark Planetarium, and shall not in any way cut or alter the same except to make necessary repairs, or to comply with the requirements of any duly authorized public authority. It shall not duplicate, sell, lease, pledge, mortgage, loan or sub-license any print or sound track of the Program or any part thereof.

H. If the Licensee:

- (1) fails or refuses to pay the License Fee or any other amount due hereunder;
- (2) otherwise defaults in any of its obligations hereunder; or
- (3) is adjudicated as bankrupt or becomes insolvent or makes an assignment for the benefit of creditors, or if a receiver, liquidator or trustee is appointed to manage its affairs;

Clark Planetarium shall have the right, at its option, to treat such default as a material breach hereof by the Licensee and may terminate this Agreement by notice to the Licensee at any time. If Clark Planetarium exercises its option as aforesaid, the grant of the License to perform the Program shall stand revoked. Upon termination of this Agreement, howsoever caused,

- (i) any remaining portions of the License Fee not yet due or paid hereunder shall immediately become due and payable by the Licensee to Clark Planetarium.
- (ii) all amounts owing by the Licensee to Clark Planetarium hereunder shall remain recoverable by Clark Planetarium notwithstanding termination of this Agreement;
- (iii) the Licensee shall remove and delete any and all digital files provided by Clark Planetarium for the performance of the Program, failing which Clark Planetarium shall have the right at any time to enter onto the premises of the Licensee and take possession of the Program.

I. The Licensee shall not assign this Agreement or any rights granted to the Licensee hereunder without prior written consent, and any such assignment without such consent shall be void.

J. For breach or default by Clark Planetarium under the provisions of this Agreement, the Licensee's exclusive remedy shall be payment by Clark Planetarium of the Licensee's damages to a maximum amount equal to, and in no event shall be liable in excess of, an amount equal to the total payments made by the Licensee to the Clark Planetarium pursuant to this Agreement.

K. Clark Planetarium warrants that music licensing has been secured for educational programs. In the case of music entertainment programs, it is the Licensee's responsibility to procure music in appropriate formats and secure the appropriate music licenses (i.e. ASCAP and BMI).

## **7. STANDARD FORM**

Any alteration of the standard form language without approval of the attorney shall render the agreement void and without effect. Any changes to this Agreement must be pre- approved as to form by the Salt Lake County District Attorney's Office.

## **8. SIGNATURES**

Please indicate your agreement by signing below and returning this Performance License Agreement to Clark Planetarium.

[Signature Lines to Follow on Next Page]

**THE LICENSEE**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**CLARK PLANETARIUM**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

RESOLUTION NO. \_\_\_\_\_

DATE \_\_\_\_\_

**A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING  
AND AMENDING THE CLARK PLANETARIUM PRODUCTIONS 2018  
PRICE LIST TO ALLOW FOR MULTIPLE PURCHASE DISCOUNTS**

**RECITALS**

A. Clark Planetarium (“Planetarium”) creates and sells film and exhibit content as part of its mission is to create and present enlightening experiences that inspire wonder in learning about space and science and to promote greater public awareness of the science in our daily lives.

B. During the sales process, the Planetarium has received numerous requests for multiple purchase discounts.

C. Planetarium staff has reviewed the practice in the industry and found that multiple purchase discounts are common and a reasonable way to promote multiple sales.

D. Pursuant to Salt Lake County Ordinance 3.42.040 existing fee schedules may be amended at any time by resolution of the Salt Lake County Council.

F. County has determined that it is in the public interest to amend its “Clark Planetarium Productions 2018 Price List”.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council; the “Clark Planetarium Productions 2018 Price List” attached hereto as Exhibit A is hereby approved and adopted. The attached Price List will become effective on March 21, 2018.

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

SALT LAKE COUNTY COUNCIL

By: \_\_\_\_\_  
Aimee Winder Newton, Chair

ATTEST:

\_\_\_\_\_  
Sherrie Swensen  
Salt Lake County Clerk

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____
Council Member Winder Newton voting	_____

Craig J.  
Wangsg  
ard

Digitally signed by Craig J.  
Wangsgard  
DN: dc=org, dc=slcounty,  
ou=Departments, ou=District  
Attorney, ou=Users, ou=GC,  
cn=Craig J. Wangsgard,  
email=CWangsgard@slco.org  
Date: 2018.04.12 09:33:54  
-06'00'

**Exhibit A**  
**Clark Planetarium Productions 2018 Price List**



## CLARK PLANETARIUM PRODUCTIONS 2018 PRICE LIST

All prices are U.S. Dollars.

showsales@clarkplanetarium.org / +1 385 468 1226

### PLANETARIUM SHOWS

Tier A Shows	<ul style="list-style-type: none"> <li>• Accidental Astronauts</li> <li>• Black Holes 10<sup>th</sup> Anniversary Edition</li> <li>• Exploding Universe</li> <li>• Perfect Little Planet</li> </ul>							
Annual Attendance	1 - 5,000	5,001 - 10,000	10,001 - 30,000	30,001 - 50,000	50,001 - 100,000	100,001 - 200,000	200,001 - 300,000	300,001 +
Seating Capacity*	1 - 25	26 - 50	51 - 80	81 - 120	121 - 170	171 - 230	231 - 300	301 +
50 Year	\$2,500	\$4,000	\$7,000	\$11,000	\$16,000	\$22,000	\$27,000	\$32,000
1 Year	\$2,000	\$3,200	\$5,600	\$8,800	\$12,800	\$17,600	\$21,600	\$25,600

Tier B Shows	<ul style="list-style-type: none"> <li>• Extreme Planets</li> <li>♪ Led Zeppelin (A Fulldome Audiovisual Experience)</li> <li>♪ Rock the Dome Modern</li> <li>♪ Rock the Dome Classic</li> <li>♪ U2 (A Fulldome Audiovisual Experience)</li> </ul>							
Annual Attendance	1 - 5,000	5,001 - 10,000	10,001 - 30,000	30,001 - 50,000	50,001 - 100,000	100,001 - 200,000	200,001 - 300,000	300,001 +
Seating Capacity*	1 - 25	26 - 50	51 - 80	81 - 120	121 - 170	171 - 230	231 - 300	301 +
50 Year	\$1,900	\$3,000	\$5,300	\$8,300	\$12,000	\$16,500	\$20,300	\$24,000
1 Year	\$1,500	\$2,400	\$4,200	\$6,600	\$9,600	\$13,200	\$16,200	\$19,200

Tier C Shows	<ul style="list-style-type: none"> <li>• Attack of the Space Pirates</li> <li>• Secret of the Cardboard Rocket</li> <li>• Saturn: Jewel of the Heavens</li> <li>♪ Let it Snow</li> </ul>							
Annual Attendance	1 - 5,000	5,001 - 10,000	10,001 - 30,000	30,001 - 50,000	50,001 - 100,000	100,001 - 200,000	200,001 - 300,000	300,001 +
Seating Capacity*	1 - 25	26 - 50	51 - 80	81 - 120	121 - 170	171 - 230	231 - 300	301 +
50 Year	\$1,250	\$2,000	\$3,500	\$5,500	\$8,000	\$11,000	\$13,500	\$16,000
1 Year	\$1,000	\$1,600	\$2,800	\$4,400	\$6,400	\$8,800	\$10,800	\$12,800

#### \*Show Pricing Policy

Show prices are determined by annual attendance: the total number of paying and non-paying individuals that attended any presentation in the licensee's theater during the most recent calendar year. For theaters that have been open less than one year, pricing will be determined by seating capacity: the total number of seats in the dome theater or the theater's legally determined maximum capacity.



### **Additional Discounts for Planetarium Shows**

- 10% off each show for planetariums operated by a school district or a school (K-University).
- 10% off each show for planetariums that do not charge admission for any planetarium show.

### **Music Shows**

Our music shows, denoted in the price list above with a note ( M ), are unsynchronized visual libraries comprised of animation, video, images, and/or live effects. It is the licensee's responsibility to procure the music and secure the appropriate music licenses for its facility (i.e. ASCAP, BMI, SESAC, etc).

### **Black Holes 10<sup>th</sup> Anniversary Edition**

Black Holes (2006 Version) has been retired and replaced with a fully re-visualized 10<sup>th</sup> anniversary version. Special upgrade pricing is available to existing Black Holes licensees (subject to license verification and acceptance of the current performance license agreement). Please contact us for more information.

### **Domemaster Frames**

Theaters requiring domemaster frames must purchase a 50 year license and pay the invoice in full in advance of shipment.

### **License Term Upgrades for Shows**

An unexpired one year license can be upgraded to a 50 year license by paying the difference between the price paid for the one year license and the current 50 year license price. Expired one year licenses can be upgraded by paying the difference, plus an upgrade fee of \$300.

### **Show Replacement / Re-Encoding Service Fee**

A show under an unexpired license can be re-encoded by Clark Planetarium for a fee of \$300 per show. (Clark Planetarium's licensed distributors are free to define their own re-encode fees.)

### **Clips Pricing**

- Clips from existing material for use in the licensee's facility (not for resale): \$750 per minute.
- Custom-produced clips for use in the licensee's facility (not for resale): \$3,000 per minute.

### **Planetarium Show Streaming (Available Soon)**

Select shows will be available for streaming to single projector theaters in several formats, at resolutions up to 2k. Payment and content delivery are handled exclusively by the streaming service provider. The streaming rates are \$100 for 7 Days or \$300 for 30 Days (these rates are for streaming only and cannot be credited toward any other license).

## EXHIBIT SOFTWARE

### **S Class Exhibit Software - \$22,500 (Small Facility Price: \$11,250)**

- Combination Suite of Moonlander + Marslander + Asteroid Lander

### **A Class Exhibit Software - \$10,000 (Small Facility Price: \$5,000)**

- Defend the Earth<sup>1</sup>
- Gravity Floor Interactive
- Mars Lander
- Moon Lander
- Rocket Builder
- Asteroid Lander
- Stellar Playground

### **B Class Exhibit Software - \$7,500 (Small Facility Price: \$3,750)**

- Planetary Bombardment
- Solar System Explorer
- Weight on Other Worlds

### **C Class Exhibit Software - \$5,000 (Small Facility Price: \$2,500)**

- Attack the Earth<sup>1</sup>
- Aurora Interactive<sup>2</sup>
- Solar Interactive<sup>2</sup>
- Black Hole Interactive
- Solar System Quiz

1: *Attack the Earth* requires and is interoperable with *Defend the Earth*.

2: *Solar Interactive* is interoperable with *Aurora Interactive*.

## **Small Facility Pricing for Exhibit Software**

Small Facility Pricing for Exhibit Software is offered to organizations that meet at least two of the following:

- Operated by a public or non-profit school, school district or accredited college/university.
- Do not charge admission for exhibits.
- Total annual attendance less than 75,000.

## ADDITIONAL INFORMATION

### **Volume Discounts**

Volume discounts are calculated for orders containing multiple individual licenses for shows and/or exhibit software and are applied to the entire order after pricing has been determined for each individual item in the order. Orders receiving volume discounts can be retroactively combined (within 90 days) with one previous order to the same licensee.

- 10% discount for orders containing 2-4 items.
- 15% discount for orders containing 5-9 items.
- 20% discount for orders containing 10 or more items.

### **Sales to Organizations Outside the United States**

Clark Planetarium requires pre-payment of the invoice amount before sending content or materials to any organization outside the United States.