



ORDINANCE 2026-06

**APPROVING A LICENSE AGREEMENT
BETWEEN THE CITY AND WF MEDIA GROUP, LLC;
AND PROVIDING FOR OTHER RELATED MATTERS.**

The City Council ("Council") of the City of Orangeburg ("City") finds:

WHEREAS, the City owns and operates Stevenson Auditorium;

WHEREAS, the City has been approached by WF Media Group, LLC ("WFMG") desiring to provide for the use of Stevenson Auditorium as the host of a comedy entertainment venue named the "Joke Farm";

WHEREAS, the City Administrator, for and on behalf of the City, previously negotiated and participated in drafting a letter of intent ("LOI") between the City and WFMG, which was previously approved by resolution of Council on October 21, 2025;

WHEREAS, consistent with the LOI, the City Administrator, for and on behalf of the City, has negotiated and participated in drafting a proposed license Agreement between the City and WFMG, the substantially final form of which is attached to, and incorporated in, this Ordinance as Exhibit A ("License");

WHEREAS, the City now desires to approve the License and authorize the City Administrator to execute and deliver the License as described in this Ordinance;

NOW, THEREFORE, the Council ordains:

Section 1. Approval of Form of License. The License, which is attached as Exhibit A, is approved, and the License is incorporated in this Ordinance by reference as if the License were set out in this Ordinance in its entirety. The City Administrator is authorized, empowered, and directed to finalize the License, execute, the City Clerk, if and as appropriate, to acknowledge, and the City Administrator to deliver the License in the name of and on behalf of the City, and to cause the executed License to be delivered to WFMG. Prior to its execution, the License shall not be substantively changed in any way that would be materially adverse to the City.

Section 2. General Repealer. All ordinances, resolutions, orders, and parts thereof in conflict herewith are, to the extent of such conflict, repealed, and this Ordinance takes effect and be in full force from and after its approval.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
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ENACTED BY the Council on March 17, 2026.

Mayor

Michael C. Butt



Members of Council

Shandra P. Quates
Liz Zimmermann Heild
Chel Aud
Janice

Attest: Rinda McDaniel
City Clerk

First Reading: February 17, 2026
Second Reading: March 3, 2026
Third Reading: March 17, 2026

STEVENSON AUDITORIUM LICENSE AGREEMENT

This Stevenson Auditorium License Agreement (“Agreement”) for the license to access and use certain areas in Stevenson Auditorium (“Building”), located at 979 Middleton Street, Orangeburg, South Carolina 29115, is effective as of February 1, 2026, by and between **CITY OF ORANGEBURG, SOUTH CAROLINA** (“Licensor”) and **WF MEDIA, LLC** doing business as “Joke Farm at The Stevenson” (“Licensee”). During the term of this Agreement, Licensee may access Building, with specific access to the areas of Building as identified on Exhibit A, which is attached hereto and incorporated herein (collectively, “Licensed Premises”). Licensee will utilize the Licensed Premises under the terms contained in this Agreement (“License”). Licensor will provide access to the Licensed Premises and such services identified on Exhibit B, which is attached hereto and incorporated herein (collectively, “Services”).

License Fee: Licensee will pay a license fee to Licensor for Licensee’s use of the Licensed Premises in money and other consideration as identified on Schedule I, which is attached hereto and incorporated herein (collectively, “License Fee” or “Fee”) to be paid promptly as and when due. Licensee may utilize the License and access the Licensed Premises if, and only if, the Fee is current. Additionally, any damage other than ordinary wear from ordinary use, or excess cleaning necessitated by Licensee to the Licensed Premises shall be paid by Licensee as an additional fee (“Additional Fee”) to Licensor within five business days after notice to Licensee, and failure to make such payment will result in Termination.

Rules and Regulations: Licensee will strictly adhere to all the rules applicable to the use of the Licensed Premises (collectively, “Rules”). The Rules are identified on Exhibit C, which is attached hereto and incorporated herein (collectively, “Rules”). Licensor may, from time to time in its discretion, alter or amend the Rules at its sole discretion.

Term: The term of this Agreement (“Term”) will commence on February 1, 2026, and expire on January 31, 20[]. In the event of a non-renewal or definitive earlier termination of this Agreement, this License will continue to renew on a month-to-month basis, until either terminated or renewed for an additional term.

Access: Except as otherwise provided in this License, the Licensed Premises are accessible during normal business hours (8:30 a.m. to 5:30 p.m.). Licensee is permitted non-exclusive access to Licensee Premises. Licensee will be provided an access key card for Licensee’s use during the Term. Such access card may only be used by Licensee and must be returned to Licensor upon a non-renewal or Termination of the License. Licensee understands that Building is generally for the use of all licensees and, except as otherwise provided in this License, is shared space.

Termination: If at any time Licensee fails to conform immediately to the Rules or fails to pay any License Fee due, then Licensor may immediately and without any further notice terminate the License, including cancellation of all services and all rights of access to the Premises (“Termination”). If this License is Terminated and Licensee does not remove all belongings and property within five business days, then Licensor is authorized to collect any of Licensee’s materials and place them in a box at Licensor’s administrative offices for Licensee to retrieve. The box may be disposed of after one calendar week if not retrieved.

Deposit: Upon the execution of this License, Licensee will pay to Licensor a deposit of \$[], which will be immediately due and payable to Licensor for any repair or cleaning costs attributable to Licensee not previously paid as an Additional Fee.

Premises Usage: Licensee will occupy and use only the areas of the Licensed Premises identified as Licensed Premises and will not interfere with any use of Building. Licensee is responsible, other than for the Licensed Premises and any Services, to provide Licensee’s own materials (*e.g.* computer, cables, wires, interface devices, communication devices, office supplies, and the like). The cost of repairing any damage caused in whole or part by Licensee, other than wear from ordinary use, is the responsibility of Licensee, and is an Additional Fee.

Additional Provisions: If either Party waives enforcement of a breach of any term of this Agreement by the other Party, then that waiver shall not operate or be construed as a waiver of subsequent similar breaches. This Agreement cannot be orally modified. Any such purported change is void without a writing signed by both parties. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof, and all prior oral representations, promises, statements and understandings are merged herein. This Agreement may not be assigned or delegated by Licensee without the prior, written consent of Licensor, which Licensor may refuse, in its sole discretion, to grant. Time is of the essence in this Agreement. This Agreement shall not be construed as a lease or as creating any type of landlord/tenant relationship between Licensor and Licensee.

Applicable Law: This Agreement shall be construed and enforced pursuant to the laws of the State of South Carolina without regard to its conflicts of laws' provisions.

Payment Method/Address: Licensor will provide payment instructions to Licensee permitting mail, electronic, or hand delivery of payments. Licensor's address for mail is:

Orangeburg City Hall
Attention: City Administrator
1099 Russell Street
Orangeburg, South Carolina 29115

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SCHEDULE J
LICENSEE FEE/FEE

Acknowledge "Powered By" Licensor on all Licensee programming

Provide story-telling and positive attributes of Licensor into select productions to highlight local community with storylines as approved by Licensor, in its sole discretion

Remit no less than 20% of all gross tickets sales (regardless of how obtained) for all Licensee events

Pay for cleaning services for the Licensed Premises

Pay for utilities (over and above the base level)

Provide bi-annual educational and mentorship opportunities to both high school and college-aged students in local community schools

Produce agreed on, but no less than [], slate of media content and live events from local location(s), including, for example:

Live comedy events

Live television productions

Fireside chats, town hall events, and live podcast recordings

Holiday specials and gospel/inspirational music concerts

Feature film: "FMD"

Annual local comedy festival, beginning in calendar year 2027

Specific Productions: The television series and specials to be produced include:

"WE GOT THE JOKES" (26-episode series)

"THE SEARCH FOR THE ONE" (comedy competition)

"HEALTHY LAUGHTER"

"A VERY FUNNY CHRISTMAS"

"LIVE TALK SHOW" (as yet untitled)

EXHIBIT A
LICENSED PREMISES

Office Space: 24-hour access to office suite located on the [] floor, and designated as [room][suite] [].

Auditorium Use: Subject to Licensor's existing bookings, coordination with Licensor's annual events, and otherwise coordinating to make the Licensed Premises available for live event productions, television filming location, pre-production, and rehearsals for a mutually agreed-upon number of live events and television productions annually, first right of refusal to Licensee for use of those items outlined above under Licensee Fee and/or any, if any, Additional Fee.

EXHIBIT B
PREMISES SERVICES

Licensors will provide to Licensee the following services to the Licensed Premises ("Services"):

UTILITIES

Licensee shall pay for all utilities or utility services related to use of the Licensed Premises including, but not limited to, electricity, gas, heat, water, sewer, telephone and janitorial services over and above the average costs for such services for the prior 12-month period, which period shall be the base period for calculation of utility costs to Licensee. Licensors shall not be responsible for the stoppage or interruption of utilities services nor shall Licensors be liable to Licensee or any other person for any damage occasioned by failure in any utility system or by the bursting or leaking of any vessel or pipe in or about the Licensed Premises, or for any damage occasioned by water coming into the Licensed Premises or arising from the acts or negligence of any occupants of Building or other licensees, the Licensed Premises or adjacent premises, unless the same is caused by the willful misconduct of Licensors.

MAINTENANCE

Licensors, generally, shall be responsible for repairs, replacement and maintenance of the Licensed Premises. If the cause of such repairs or replacements is the result of the negligence, misconduct or intentional acts or omissions of any licensee, its employees or agents, then such licensee shall pay Licensors the full amount of such expenses per the License Agreement. Licensors' duty to maintain, repair and replace shall be Tenant's sole remedy and shall be in lieu of all other warranties or guaranties of Licensors.

ACCESS

Licensors will provide access to the Licensed Premises by key, access card, or similar secured entry device. Lost access devices may be replaced upon request for a fee of \$[] per access device. Licensees and any invitees or guests are responsible for their own parking and no parking access is offered or guaranteed by Licensors.

EXHIBIT C

RULES

These Rules are for licensees and their invitees located at 979 Middleton Street, Orangeburg, South Carolina 29115. Although available for Licensee's use as, and if, provided in the License, the Building will be closed on all South Carolina State and Federal holidays and no services will be available at such times.

1. No sign, picture, advertisement, or notice visible from the exterior of Building shall be installed, affixed, inscribed, painted, or otherwise displayed by Licensee on any part of Building. No awnings, curtains, blinds, shades or screens shall be attached to, hung in, or used in connection with any window or door of Building.
2. Licensee's use of electrical current shall never exceed the capacity of existing feeders, risers, or wiring installation.
3. Licensee shall not do or permit to be done in or about Building anything which shall increase the rate of insurance on Building or obstruct or interfere with the rights of Licensor and/or other licensees or annoy any of them in any way. The Licensed Premises shall not be used for sleeping or lodging. No cooking or related activities shall be done or permitted by Licensee in the Licensed Premises except with permission of Licensor in areas designed for such activities. No vending machines of any kind will be installed, permitted, or used on any part of the Licensed Premises except as provided by Licensor. No part of Building shall be used for gambling, immoral, or other unlawful purposes. No intoxicating beverage shall be sold in Building without the prior written consent of Licensor. No area outside of Licensed Premises shall be used for storage purposes at any time.
4. No animals of any kind shall be brought into Building (other than trained and certified seeing-eye dogs used by the visually impaired per treating physician's orders). No motorized vehicles shall be brought into Building.
5. The sidewalks, entrances, passages, corridors, and halls in Building shall not be obstructed by Licensee or used for any purposes other than those for which they were intended as ingress and egress. No windows, floors, or skylights that reflect or admit light into Building shall be covered or obstructed by Licensee. Toilets, wash basins, and sinks shall not be used for any purpose other than those for which they were constructed, and no sweeping, rubbish or other obstructing, or improper substances shall be thrown therein. Any damage resulting to toilets, wash basins and sinks, or to heating or cooling apparatus, from misuse by Licensee or its employees, shall be borne by Licensee.
6. Licensor will furnish a single access card for the Licensed Premises to Licensee at no charge. Licensor may make a reasonable charge for any additional access cards furnished. No additional lock, latch, or bolt of any kind shall be placed upon any door. At the termination of the License, Licensee shall return to Licensor all access cards furnished to Licensee by Licensor, or otherwise obtained by Licensee, and in the event of loss of any access cards so furnished, Licensee shall pay Licensor the cost of the missing items.
7. No safes, furniture, boxes, large parcels, or other kind of freight shall be taken to or from the Licensed Premises or allowed in any hall or corridor. No hand trucks, except those equipped with rubber tires and side guards, shall be permitted in Building.
8. Licensee shall not cause or permit any gases, liquids, or odors to be produced upon or escape from Building, and no flammable, combustible or explosive fluid, chemical, substance, or item shall be brought into Building.
9. Every person, including Licensee, its employees and visitors, entering and leaving Building may be questioned by a watchman or Licensor, or its employees, as to that person's business therein and may

be required to sign his or her name on a form provided for that purpose. Licensor may also implement a card access security system to control access. Licensor shall not be liable for excluding any person from Building or for admission of any person to Building at any time, or for damages or loss for theft resulting therefrom to any person, including Licensee. No guest or invitees are permitted into any card accessed space without Licensor's express approval in writing.

10. Cleaning service will not be furnished to the Licensed Premises. Any additional cleaning service necessitated by Licensee shall be borne by Licensee as an Additional Fee. Licensor shall not be responsible for any loss, theft, mysterious disappearance, or damage to any property, however occurring. Only persons authorized by Licensor may services in Building and only at hours and under regulations fixed by Licensor.
11. Other than for the use of personal electronic devices, such as personal computers, smartphones, electronic notepads, e-readers, etc., no connection shall be made to the electric wires or gas or electric fixtures without the written consent of Licensor on each occasion. All glass, locks, and trimmings in or upon the doors and windows of Building shall be kept whole and in good repair. Licensee shall not permit any noisome, noxious, noisy, or offensive business in Building.
12. If Licensee requires new or additional wiring, wireless network access points, computers, or video or telephonic equipment, the wiring shall be done by Licensor's electrician or contractor only, and no outside wiring persons shall be allowed to do work of this kind without the written permission of Licensor. Under no circumstances shall Licensee do any boring or cutting for wiring. Wiring shall not be used for power of heating or cooling devices.
13. Licensee and its employees and invitees shall observe and obey all parking and traffic regulations imposed by Licensor, including regulations governing areas where parking is permitted or not permitted.
14. Canvassing, peddling, soliciting, and distribution of handbills or any other written materials in Building are prohibited, and Licensee shall cooperate to prevent these activities.
15. Possession of visible or concealed weapons is prohibited in Building, except for security personnel and law enforcement officers while on duty.
16. Licensor shall have the right to change the name of Licensor, Building and to change the street address of Building, provided that in the case of a change in the street address, Licensor shall give Licensee not less than 30 days prior notice of the change, unless the change is required by any governmental authority.
17. Smoking, including the use of e-cigarettes and vaping devices, is prohibited in Building and on any porches, patios, common entrance, and egress places and vestibules, unless otherwise specifically designated as a smoking area.
18. Licensor may waive any one or more of these Rules for the benefit of any particular licensee, but no waiver by Licensor shall be construed as a waiver of the Rules in favor of any other licensee, nor prevent Licensor from thereafter enforcing any rules or regulations against any or all of the other licensees of Building.
19. These Rules are supplemental to and shall not be construed in any way to modify or amend, in whole or in part, the terms, covenants, agreements, and conditions of the License.
20. Licensor reserves the right to make other rules and regulations as in Licensor's judgment may from time to time be appropriate for the safety, care, and cleanliness of Building, and for the preservation of good order therein.

21. Any broken equipment or other defective or dangerous condition in the common or public areas of the Licensed Premises or the shared building facilities (including, for example, restrooms) must be reported immediately to Licensor.
22. Anyone leaving Building after normal operating hours must insure that the door used for exiting is closed and locked.
23. All common or public areas and all shared facilities (including, for example, restrooms) must be left in neat, clean, and orderly condition after each use.
24. Users of any Internet service in Building are prohibited from sending spam emails, viewing pornography, gambling, or doing anything which might cause unfavorable attention to Building or its occupants or which might cause the disruption or cancellation of service. Licensee shall be responsible for their guests' compliance.