



REG LENNA
Center for The Arts
116 East Third Street
Jamestown, New York 14701
716.664.2465
www.reglenna.com

Facility Usage Policy

This Usage Policy is part of the lease agreement for the Reg Lenna Center for the Arts (herein referred to as "*Center*") and the rules herein must be adhered to absolutely by Lessees of the *Center*.

Should Lessee be found in violation of any of this Usage Policy, the *Center* will immediately consider the lease agreement null and void and Lessee will forfeit all advance payments made to the *Center* and be liable for all rental fees and other expenses including legal fees incurred, whether or not the performance actually occurs.

The aforementioned lease agreement and this Usage Policy are the only agreement between the parties relative to the *Center* and no oral statements or prior written matter shall have any force or effect.

Basic Provisions:

I.1.A Lessee accepts as is: Neither the *Center* nor *Center's* agents have made representations or promises with respect to the said building or leased premises except herein expressly set forth. The first possession of the leased premises by Lessee shall be conclusive evidence, as against Lessee, that Lessee accepts same "as is" and that said premises / building of which the same form a part and all equipment within said building were in good and satisfactory condition

I.1.B Lessee Representative: At the time of the execution of the Lease, Lessee will furnish to the *Center* the name, address and phone numbers of the Lessee's representative. This representative will then be the sole person authorized to make decisions or to negotiate with the staff of the *Center*. The representative, who must be present at each performance, will then be the sole person authorized to resolve problems and conflicts.

I.1.C Building Services: The *Center* shall be the sole judge of the character and amount of all services supplied to the premises including without limitation, electric current, water, heat, air conditioning and janitorial service. The *Center* is not liable for any stoppage or interruption of these services. As part of this agreement, *Center* will provide heat and air conditioning in compliance with the Federal energy guidelines.

I.1.D Assignment of Use: Lessee may not sublet any rented space(s), or in any way assign the rented space(s) to another person or organization. Lessee may not utilize the rented space(s) for any purpose other than that which is specified in the agreement. This agreement is not assignable or transferable.

I.1.E Delays and Annoyances: Lessee hereby agrees that the *Center* shall have no liability to the Lessee for any delay or annoyances caused to the Lessee arising out of the actions of any public authority or on the account of any strike, lockout or other labor difficulties, civil commotion, accidents, equipment, or utility failure.

I.1.F Loss or Damage: Lessee hereby agrees that the *Center* is not responsible or liable for any damage or injury to Lessee's belongings or those of its agents, employees, members, guests, or others connected with the Lessee before, during, or after the time period assigned to this agreement. The Lessee hereby agrees to release and defend the *Center* against any and all claims for such loss, damage, or injury to persons or property.

Compliance with Laws, Licensing and Agreements

I.2.A Compliance with laws: Lessee agrees that its officers, agents, employees and independent contractors shall, at all times, conduct themselves in accordance with all applicable laws, rules and regulations of the United States of America, the State of New York, the County of Chautauqua, and the City of Jamestown. Standards imposed by this agreement shall be maintained and complied with by the Lessee in addition to its compliances with all applicable governmental laws, ordinances and regulations. If ordinances and regulations are more stringent than the standards of the *Center*, then, under this Agreement, the Lessee shall comply with these regulations. The *Center* shall not be liable to the Lessee for any diminution or deprivation of possession or of the Lessee's rights on account of the exercise of any such authority as provided, or shall the Lessee be entitled to terminate the neither whole nor part of this agreement for this reason.

I.2.B Compliance with Agreements: Lessee shall familiarize itself with, and be bound by, any agreements the *Center* has regarding labor, applicable to the rented premises, and the rehearsals and/ or performances contemplated. Should any labor disputes occur as a result of or connected in any way with the Lessee's activities under this agreement, the Lessee hereby assumes the burden of resolving any such disputes. The Lessee further agrees not to engage any persons in connection with its activities under this agreement who would cause the *Center* to breach any collective bargaining agreement, or which would cause any labor organizations to contend successfully that an unfair labor practice has been committed in connection with this agreement which would subject the *Center* to an authorized strike, picketing or work stoppage. Any such activity on the part of the Lessee must desist upon notice from the *Center*. The Lessee agrees to assume all liability and hold the *Center* harmless for all liability and hold the *Center* harmless for costs incurred by the *Center* due to the occurrence of actions prohibited by this paragraph.

I.2.C Union Regulations: When applicable Lessee agrees to abide by the regulations of the American Federation of Musicians, Teamsters, and the International Alliance of Theatrical Stage Employees and Motion Picture Machine Operators.

I.2.D License/Permits/Copyrights: The Lessee shall obtain and pay the fee for all licenses and permits necessary to conduct operations specified by this agreement. The Lessee will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the event. Lessee agrees to indemnify, defend and hold harmless the *Center* from any claims or costs, including legal fees, which might arise from the questioning of use of any such material described above. The *Center* may require evidence of such licenses being in effect, such as Broadcast Music Incorporated (BMI), American Society of Composers, Authors, and Publishers (ASCAP), and the Society of European Stage Authors and Composers (SESAC), etc.

Health and Safety

I.3.A Public Safety & Indemnity: Lessee agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify, defend and hold harmless *Center* from all demands, claims, suits, actions, or liabilities resulting from injuries or death to any persons or property damage or loss by *Center*, Lessee, or any persons, as the result of an intentional, reckless, or negligent conduct of Lessee, its agents, employees, servants, contractors, subcontractors, licenses, or guests, during the period in which the Lease Agreement covers the use of the rented space, or occurring as a result of the use of such space during the agreed period.

I.3.B Fire/Safety Codes: All sets, costumes, props, flash pots, laser lighting equipment, and any other materials used by the Lessee must conform to all existing fire and safety codes. The provisions of the fire prevention code that prohibit smoking, flammable decorations, open flames, and explosive or inflammable fluids, gases and compounds must be observed. The *Center* may require written evidence that all such codes have been observed and that operators have the required licenses.

I.3.C Health Department Regulations: No activities in violation of applicable laws and regulations of the Health Departments of the State of New York, County of Chautauqua and the City of Jamestown shall be permitted on *Center* premises, and it shall be the responsibility of the Lessee, while under the terms and period of this agreement to enforce this provision. In addition to the regulations concerning smoking in a building for public assembly the *Center* has adopted a policy that **smoking will not be allowed within the facility nor within 200 feet of any and all entrances/exits/windows.**

I.3.D Hazards: The Lessee shall neither encumber nor obstruct the sidewalk in front of, the entrance to, halls, stairs, lobbies, and audience chambers, premises, nor allow the same to be obstructed or encumbered in any manner. Lessee further agrees not to bring onto the premises any material, substances, equipment, or object which is likely to endanger the life of, or cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon. The *Center* shall have the right to refuse to allow any such material substances, equipment or objects to be brought onto the premises and the further right to require its immediate removal there from if found thereon. Stage areas in use pose unique dangers to anyone not familiar with the technical aspects of

the production. For this reason, non-stage personnel are to be discouraged from being on stage or in the wings at all times.

I.3.E Sound Pressure Limits: The Lessee shall be aware that any electro-acoustical reinforcement shall not exceed a 100 db SPL average at the center of the main audience area. When this level is determined, a corresponding reading will be taken at the sound mixing location and is to be adhered to. It is the responsibility of the Lessee to communicate and enforce this policy to the group(s) presenting the program. Violation of this policy could cause the termination on this agreement.

I.3.F Interruption or Termination of Show: The *Center* shall retain the right to cause the interruption of a performance in the interest of public safety, and to likewise cause the termination of such performance when, in the sole judgment of the *Center*, such act is necessary in the interest of public safety. The Lessee agrees to hold the *Center* harmless for costs incurred due to actions described in this paragraph. Lessee may cancel this lease with more than 90 days' notice prior to the commencement of the lease, in writing, to the *Center*, in which event the *Center* shall return the deposit paid in full within 10 business days. If Lessee cancels this agreement with less than 90 days' notice, in writing, to the *Center*, the *Center* shall retain one-half of the rental deposit as a cancellation fee. Lessee shall also pay to the *Center* any expenses incurred by the *Center* pursuant to this lease. In all cases of cancellation by the Lessee, it shall be the responsibility of the Lessee to make reasonable public announcements, at Lessee's expense, concerning the cancellation, as soon as possible following the cancellation by all means commercially reasonable including social media such as Facebook and Twitter, newspapers, television stations, and at any radio stations on which paid advertisements for the event were run. These announcements should be run with the frequency necessary to assure that the public will become informed.

I.3.G Evacuation of Facility: Should it become necessary in the judgment of the *Center* staff to evacuate the premises because of a bomb threat, fire, or for other reasons of public safety, the Lessee will retain possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another Lessee. If at the discretion of the *Center* Director it is not possible to complete the presentation of the activity, rental shall be forfeited, pro-rated, or adjusted at the discretion of the *Center* Director based on the situation, and the Lessee hereby waives any claim for damages or compensation from the *Center*.

I.3.H Non-Resident Aliens: Should the artist(s) to be presented by the Lessee be a nonresident alien individual, partnership or corporation, the Lessee expressly agrees to perform all obligations and to assume all liabilities as the withholding agent pursuant to the requirements of Section 1441 and 1442 of the Internal Revenue Code and the Federal Regulations promulgated there under.

Lessee Must Provide To Management

I.4.A Tax Exemption Status: Non-profit, tax-exempt organizations shall submit to the *Center* such tax exemption certificates as shall pertain. Such certificates will be required thirty days prior to initial usage. Such certificates will be kept on file by the *Center*, although *Center* may require re filing from time to time.

I.4.B Sale Tax Certificate: The Lessee must furnish a Certificate of Authority to Collect New York State Sales Tax before any item that has previously been agreed upon between the Lessee and the *Center*, can be sold on the premises of the *Center* by the Lessee. This certificate must also be displayed at the point of sale.

I.4.C Signed Contract for Act: Lessee agrees to furnish *Center* at the time of Lease Agreement signing a copy of the signed contract between Lessee and the Act to be presented. Portions of this signed contract concerning financial arrangements with Lessee may be excised. To the extent that the use cannot be specified in detail as of the date of the Agreement, the Lessee agrees to provide such detail within four (4) weeks of the reserved date, and the *Center* reserves the right to cancel the Lease Agreement at the *Center's* sole discretion, and without incurring any liability, if the detail subsequently provided reflects a usage of the facility that would result in a violation of this policy.

I.4.D Certificate of Insurance: The Lessee must furnish to the *Center* at least 30 days prior proof of insurance as specified in 5.A.

Insurance

I.5.A Liability Insurance: Lessee shall carry comprehensive liability insurance in the amount of not less than \$1,000,000 for injury to anyone person and \$1,000,000 for any one occurrence, and property damage insurance of not less than \$100,000 and furnish the *Center* with evidence of this insurance with a company licensed to do business in the state of New York at least 30 days prior to the event. Further, it is understood and agreed that the policy will not be cancelled or reduced or modified in any way adversely coverage provided with respect to the *Center*.

I.5.B Insured: The *Center* shall be named as additional insured. Evidence of such insurance must be provided to the *Center* as in paragraph I.5.A.

I.5.C Workman's Compensation: Lessee shall carry workman's compensation insurance when required under the provisions of the New York State Workman's Compensation Law. Evidence of such insurance must be provided to the *Center* upon demand.

I.5.D Indemnity: The Lessee shall indemnify and hold harmless the *Center* against any and all liability, penalties, damages, expenses, and judgments by reason of injury or claim of injury to persons or property arising out of the use, occupation and control of the rented premises, or the streets, alleys and sidewalks adjacent to the premises at any time during the terms of this agreement. The *Center* shall promptly notify the Lessee of any claim asserted against the *Center* on account of such injury or claim of injury to persons or property and shall deliver to the Lessee the original or true copy of any summons or other process, pleading or notice issued in any suit or other proceeding to assert or enforce any such claim. The Lessee shall have the right to defend any such suit with attorneys of its own selection; the *Center* shall have the right, if it sees fit, to participate in such defense at its own expense.

I.5.E Bonding: The *Center*, at its discretion, may require such bonding as is deemed necessary.

Presentation Costs and Regulations

Costs of Presenting:

II.1.A. Costs of Presenting: The total cost of presenting the program and/ or programs shall be paid by the Lessee including, without limitation, the cost of rehearsals, preparations, all advertising, promotion, royalties, licenses, fees, taxes, rentals, box office expenses, salaries (except the salaries of persons whose services are furnished by the *Center* under the provisions of this agreement), technical equipment, and for any expenses required to return the *Center* to the condition found immediately prior to the use by the Lessee.

II.1.B Rental Fee: Lessee shall pay the rental fee and all additional costs without abatement, deduction, or set-off of any amount. The *Center* may, at its election, collect various amounts from sale of tickets or subscriptions at the Box Office in deference to any unpaid fees due the *Center*.

II.1.C. Remittance of Taxes: The *Center* assumes no responsibility or liability for the remittance of any federal, state or municipal taxes on admissions.

II.1.D Reimbursements: Lessee shall promptly reimburse the *Center* for any damage to the premises or to the fixtures or equipment caused by the Lessee or by their performers, agents, employees, or patrons.

II.1.E Proper Agency: Lessee agrees not to employ persons, purchase or rent supplies and/or equipment, contract services, incur any debts or liability in the name of the *Center*, its board members, its officers, agents, employees or volunteers.

II.1.F. Fee Refunds: If Lessee fails, for any reason, to take possession of the premises, in accordance with this agreement, no fee refunds shall be made and any expenses incurred by the *Center* shall be payable by the Lessee. If

the premises are destroyed or damaged in a manner that will interfere with its usage, this agreement will be terminated and the Lessee will be refunded all rent paid. The Lessee will waive any claim for damages or compensation against the *Center*.

II.1.G Rehearsal Definition: Any rehearsal at which more than twenty-five (25) nonproduction personnel are in attendance will be considered a performance and additional rental fee must be negotiated with the *Center*.

II.1.H. Penalty for Late Payment: When final payment is not received as prescribed in the Lease Agreement, a later payment service charge on the unpaid balance at 1-1/2% per month will be added to the bill.

II.1.I Billing for Unforeseen: The *Center* reserves the right to submit to the Lessee, at any time after the engagement, a bill for additional fees or charges which are not calculated or ascertained at or following the time of the engagement, and the Lessee agrees to pay these bills in full immediately upon receipt.

II.1.J Concessions: The *Center* reserves and retains the right to operate, license, or permit others to operate during the period of this agreement, any and all concessions. The *Center* reserves the right to use such areas as are, in its opinion, necessary for such concessions and the specific locations where these concessions will be made available. The *Center* will determine which concessions will be in operation during the period of the Lease. No free samples of food, beverage or any product may be given away or otherwise distributed without prior written approval of the *Center*. At no time will concession sales be permitted in the auditorium. When permission is granted to the Lessee, the *Center* shall receive 15% of gross sales of any object or document for sales totaling \$100.00 or more if the Lessee provides sellers. The charge will be 20% if the center provides the sellers. Once permission is granted a Certificate of Authority to Collect New York State Sales and Use Tax issued to the Vendor must be displayed at the point of sale. All sales made at the *Center* will be reported to New York State by the *Center*. The Sales Tax rate currently in effect in Chautauqua County is 7.5%.

Regulations:

II.2.A Broadcast Rights: The *Center* reserves all rights and privileges for outgoing radio or television broadcasts originating from the *Center* during the term of this agreement. Such permission must be obtained in advance of the broadcast and may be subject to additional fees. The *Center* may also require that credit be given to the *Center* and staff. Additional Union costs will be required.

II.2.B Recordings: Lessee agrees that no recording, either visual or audio, of any kind will be made of the event covered by this agreement without prior written approval from the *Center* (Ref.: Sect. 31.01 NY Arts and Cultural Affairs Law). The *Center* has the right to require payment for said privilege, if given, and that credit be given to the *Center* and staff. Additional Union costs will be required.

II.2.C Animals: Lessee will not bring or keep or allow to be kept in the *Center*, any animals. Animals used in performance may be brought into the *Center* only during rehearsal or performance.

II.2.D Seating on Stage: The Lessee will not permit or cause to permit seating on the stage, stage wings or in the aisles. The sole exception to this restriction is when the audience is a planned and integral part of the action and prior written approval must be obtained from the *Center*. This includes the adding of seating in Boxes or elsewhere.

II.2.E Senior Citizens, Handicapped: The Lessee assumes financial responsibility for any seating adjustments when Senior Citizens or the handicapped, who have been inadvertently sold Balcony Seats, request seating in the more accessible areas of the Orchestra or in Handicapped Seating Areas. Lessee must allocate 10 orchestra seats per performance to be used at the Center's discretion to solve such matters.

II.2.F Wheelchair Seats: Reserved seat tickets for the benefit of patrons confined to wheelchairs are available. Accommodations for wheelchair patrons must be made with the *Center* forty-eight (48) hours in advance and are

subject to availability.

II.2.G Seating Capacity: Persons will not be permitted inside the *Center* in excess of the established capacity. There is no standing room allowed.

II.2.H Donations: No collections of donations, whether for charity or otherwise, shall be made, attempted, or announced on the premises without prior written approval of the *Center*.

Specific Prohibitions

Lessee shall not in all or any part of the *Center*:

II.3.A Commit, create or knowingly permit any nuisance.

II.3.B Cause or produce unusual, noxious or objectionable smokes, gasses, vapors, or odors.

II.3.C Use any part of the premises for cooking, lodging, sleeping or any unlawful purpose.

II.3.D Permit any of its officers, agents, employees, independent contractors, or others in any way connected with the Lessee to use or consume alcoholic beverages or any controlled substance while on the premises.

II.3.E Permit anything that may interfere with the effectiveness or accessibility of utility, heating, ventilation, or air conditioning systems.

II.3.F Permit anything that may interfere with free access and passage to adjacent public areas, or to the streets or sidewalks adjoining the *Center*.

II.3.G Overload any floor, ceiling, wall, gridiron, or hang equipment on any other fixture without expressed written consent of the *Center*.

II.3.H Place any additional lock of any kind upon any window or interior or exterior door of the *Center*, or make any change in any existing door or window lock unless expressly permitted in writing and unless a key is maintained by the *Center*.

II.3.I Install, maintain, operate, or permit the installation, maintenance, or operation of the *Center* any concession, vending machine, or device designed to dispense or sell food, beverages, tobacco products or merchandise of any kind without written permission from the *Center*.

II.3.J Take up a collection or solicit *Center* patrons in any manner without prior written consent of the *Center*.

II.3.K Take, cause, or permit others to take photographs, videos or make electronic recordings in or out of the building without prior written consent of the *Center*.

II.3.L No radio broadcast or telecast of any kind shall be permitted on the premises without the prior written consent of the *Center*.

II.3.M No motion picture projector, projection machine, recorder or camera of any kind shall be permitted on the premises without the prior written consent of the *Center*.

II.3.N No audience will be permitted or allowed at any rehearsal without the prior written consent of the *Center*.

II.3.O Delivery of stage settings, equipment, luggage, etc., of the Lessee must be arranged in advance.

II.3.P The *Center* reserves the right to eject any objectionable person or persons from the building by an authorized agent of the *Center*. The Lessee hereby waives any right and all claims for damages.

II.3.Q Lessee shall not unlawfully discriminate against any person with respect to race, color, religion, national origin, gender, age or sexual orientation and shall comply with all applicable Federal, State and Local laws relative to this statement.

II.3.R Lessee shall not permit any of its employees or agents to use or operate any equipment of the *Center* without prior written consent from the *Center*.

II.3.S No item may be attached to the building without permission of the *Center*. This includes, but is not limited to, using tape, tacks or staples to any wall, door or window.

Tickets and Box Office

III.1.A Admission: Admission to events shall be by ticket only. Non ticketed events require written approval by the *Center*.*

III.2.B Sale of Tickets: Lessee agrees to allow the *Center* to sell, at the *Center's* Box Office, tickets for all ticketed events covered by this agreement. The Lessee will be subject to the following fees at settlement:

- A per paid ticket box office usage fee

- A credit card processing fee on all tickets sold through *Center's* Box Office

Lessee further agrees that the *Center's* Box Office may charge a nominal convenience fee to customers in addition to the price of the ticket, for phone and internet sales, as well as a per paid ticket theater restoration fee.

*When approval is granted for an event to be non-ticketed, the theater restoration fee will be paid at settlement by Lessee for each person in attendance at the event.

III.3.C House Seats: For reserved seating events, Lessee will submit all hold/comp requests to the *Center's* Box Office prior to ticket on sale date/time. Reasonable accommodation will be made by the *Center's* Box Office in fulfilling hold/comp seating requests submitted after the on sale date/time.

III.3.D Funds from Sales: All funds derived from ticket sales shall be impounded in the custody of the *Center*, until the scheduled performance is concluded, per New York State Law (Arts and Cultural Affairs – Title F, Article 23, Section 23.08). If the Lessee fails to present the scheduled performance which tickets of admission have been sold, the *Center* shall retain the funds, in whole or in part, for the purpose of refunding to purchasers admission prices paid for such tickets. These refunds will be made only for those tickets purchased through the *Center's* Box Office unless other specific arrangements are made.

III.3.E Restitution: If the Lessee fails to perform or hold any engagement because the *Center* has terminated this agreement, the *Center* shall be authorized to make immediate restitution to all purchasers of tickets.

III.3.F Refund Authority: The *Center* shall have full and complete discretion to refund ticket money in the event of the Lessee's equipment failure or headliner not performing equivalent to billing.

III.3.G Audit: Performance audit will be taken immediately after the closing of the *Center* Box Office on the day of the scheduled performance or at a mutually agreed upon time. A Lessee representative may observe this audit if desired. If not, the Lessee agrees to accept this *Center* audit as final. Audit will be based on ticket stubs, unsold tickets and cash on hand.

III.3.H Lessee Ticket Discounts: Lessee must advise the *Center* Box Office, in writing, of its intention to discount any tickets including the precise amount of discount and the precise number of tickets to be discounted. This discount will be reflected in the final audit.

III.3.I Box Office Hours: The Lessee's tickets will be available for sale during any normal Box Office hours. Any special hours are by arrangement only and are subject to additional fees. The *Center* Box Office, when it is handling sales at the performance, will open one hour prior to the scheduled curtain time and will remain open until the first intermission or half hour after start of performance, whichever is later. The *Center* will have sole authority to alter these hours for holidays or other reasons.

III.3.J Box Office Access: Access to the *Center* Box Office is restricted to authorized personnel only.

Publicity / Advertising

IV.1. Untoward Release: Lessee agrees that until and unless this agreement is signed by the *Center*, no information or publicity of any nature whatsoever relating to the proposed program shall be released including, but not limited to, the offering of tickets or reservations.

IV.2. *Center* Acknowledgement: To assist the general public in identifying the *Center*, a prescribed design and typographical format, provided by the *Center*, is required in all newspapers, circulars, brochures, tickets, display advertising, window cards, billboards, and other advertising and promotion media. The Center's marketing department must sign off on all advertising materials before they are produced for the promotion of the event.

IV.3. Advertising: Lessee is responsible for the placement and cost of all paid advertising, printing and publicity involving the performance. The *Center* may include date, time and ticket information about the Lessee's event in its routine media listings and on the *Center's* website at no cost to the Lessee. If requested, one light box and one side of the Marquee are available. This will be scheduled accordingly through the marketing department. Lessee is responsible for all costs associated with the production of the signage (technical specifications will be provided).

IV.4. Time Constraints: All printed material, advertising matter, and scripts for broadcast advertising, posters and pictures to be used in connection with the *Center* must be submitted by the Lessee to the *Center* at least four (4) weeks prior to the proposed use of these materials. Any parts of these proposed materials may be modified, abridged or rejected by the *Center* at its full and complete discretion.

IV.5. Posting: No literature, posters, cards, banners, circulars, flags or other promotional material or decoration shall be posted in or about the premises without the consent of the *Center*.

IV.6. Cancellation: In the case of cancellation of any performance it is the responsibility of the Lessee, at its sole expense, to inform the public of such cancellation through regular information media. In the event the Lessee fails to do so, the *Center* may make such arrangements in the Lessee's behalf and at the Lessee's cost.

IV.7. Infringements: Lessee agrees that nothing contained in the program, performances or in any other way connected with the Lessee's activities under this agreement shall violate or infringe upon any copyright, right of privacy or other statutory or common law right of any person, firm or corporation.

IV.8. *Center* Rights: The *Center* reserves the right to distribute to the audiences announcements and literature concerning future attractions to be held in the *Center* whether such attractions are under the auspices of the Lessee or otherwise.

IV.9. Distribution Restraints: No advertising, other than advertising for the performance which the Lessee is presenting, shall be distributed or displayed at the *Center* without prior written consent of the *Center*.

IV.10. Description of Performance: Lessee agrees to leave with the *Center*, prior to first day of public ticket sales, a short, accurate description of the performance, including length of act and sections, synopsis of plot, specific musical works, biographical information on artists, when intermissions occur and their approximate length.

Premises

1. Staffing

V.I.A. Personnel: The Lessee agrees that the staffing of the box office, ushers, ticket takers, supervisors, security guards, stage crew and all other personnel necessary for the operation of the premises shall be managed and controlled by the *Center*.

V.I.B. Security: All security arrangements deemed advisable by the *Center* will be made by the *Center* and will be billed to the Lessee as a reimbursable unless a specific variance is given in writing to the Lessee. Firearms of any kind may not be carried, displayed or used by any person other than security personnel authorized by the *Center*.

V.I.C. House Manager: The *Center* will furnish at each performance a House Manager to supervise the overall theater operation. The authority of the House Manager is absolute with regard to times of opening the Lobby, opening the House, start of the program, length of intermission, safety of audience and staff and protection of the facility.

2. Uses

V.2.A. Limiting the Number of Persons: The *Center* reserves the right to limit the number of persons who may come upon the premises during any rehearsal, and reserves the right to limit the number of persons, in advance of ticket sales, who may come upon the premises during any performance. In no event shall the number permitted on the premises exceed the number permitted by law.

V.2.B. Arrangement for Rehearsals: Arrangements to use the premises, rehearsal rooms and other facilities for rehearsals are subject to rehearsals and/ or programs previously scheduled and must be made with the *Center's* Executive Director with advance notice, whose decisions will be final. Additional room costs may be incurred.

3. Access/ Control of Building

V.3.A. Control of Building: the *Center* shall be at all times under the control of the Executive Director and his/her authorized sub-ordinates. These will include the Technical Director, Patron Services Manager and/or House Manager.

V.3.B. Access: The *Center* reserves free access to all parts of the premises, without limitation, for itself and for any officer, agent, employee or independent contractor who will have the right, at any and all times during the terms of his Agreement, to enter the premises, inspect in connection with proper control, management and concessions or to alter, repair or add to the premises. The Lessee shall not claim, be allowed or be paid damages for any injury or inconvenience.

4. Public Areas

V.4. Lessee agrees to abide by the discretion of the House Manager concerning activities, dress, etc. of those persons acting on behalf of Lessee in public areas.

5. Concurrent Use

V.5. The *Center* reserves the right to rent other parts of the *Center* at the same time as the rental of said premises to the Lessee and the use of the box office, lobby, and other public areas and facilities that may be made available to the Lessee at the discretion of the *Center* shall be concurrent with the use of such others as the *Center* may determine; provided that such renting to others shall not unreasonably interfere with the use of said premises by the Lessee. The Lessee understands and acknowledges that the Lessee has no rights whatsoever to enter or use the areas in the said building comprising the administrative offices of the *Center*, the mechanical rooms or any other areas except such as are designated in the Contract or otherwise specified in writing by the *Center*.

6. Damage / Clean Up Responsibility

V.6.A. Damages: Lessee shall be responsible for any and all damages to the *Center* premises caused by acts of Lessee or Lessee's agents, employees, patrons, guests, and artists whether accidental or otherwise. Lessee further agrees to leave the *Center* premises in the same condition as existed on the date Lessee took possession, ordinary wear and use

excepted. Any additional charges incurred because of an unusual amount of post-event clean-up will be borne by the Lessee.

V.6.B. Building Check: Prior to having control of the *Center* the Lessee may request a walk-through of the *Center* in order to determine its condition. This walk through must be scheduled in advance and at a time convenient to the *Center*. If the Lessee waives the right to this walk through then the Lessee accepts the condition of the *Center* "as is" in consideration of any claims for damage or extra cleanup.

Technical Details

1. Stage Manager

VI.1.A Stage Manager: Lessee agrees to furnish a **qualified Stage Manager** to run the show backstage. A listing of Stage Manager duties and responsibilities is available upon request.

2. Delivery of Goods

VI.2.A. Prior Delivery of Goods: Sets, costumes, and other materials belonging to the Lessee delivered prior to contract time will not be accepted by the *Center* staff without written arrangements and additional charges to the Lessee. The *Center* makes no guarantee that space will be available to receive materials arriving early.

VI.2.B. Non acceptance of Goods: The *Center* will not accept any goods shipped to the *Center* for the Lessee, or for any person claiming to be acting for the Lessee, if any sum is to be paid the carrier upon his delivery thereof.

Stagehand Labor

VI.3.A. Stagehand Labor: All Stagehand labor at the *Center* will be provide by Local 266 of the International Alliance of Theatrical Stage Employees and Motion Picture Operators of the United States and Canada, hereinafter referred to as the "Union" (see section I.2.B. Compliance with Agreements).

VI.3.B. Jurisdiction: The work jurisdiction of the Union shall include the handling, building, and assembling of any scenery, props, theatrical lighting, stage audio-visual equipment and wardrobe.

VI.3.C. Labor Requirements All labor required to meet the needs of the event including, but not limited to, crew size, department breakdown, call times, call duration and work rules will be determined by the *Center*. The *Center* will attempt to keep the labor required to a minimum while satisfying the needs of the performance, the Union, and the safety of the crews, performers and audience.

VI.3.D. Labor Reimbursement: The Lessee will reimburse the *Center* for all wages and fringe benefits paid by the *Center* for labor as used by the Lessee.

Technical Requirements

VI.4.A. Information: The *Center* must be informed of all technical requirements of the performance no later than thirty (30) days prior to the performance date. A penalty may be added for each late day up to the performance date. This information should include technical riders to the contract signed with the act, any lighting or scenic ground plans, crew call information or schedules. The more information that is provided the more efficient the performance can become.

VIA.B. Contact Information: The Lessee will provide the *Center* with information to contact the performing group, agent, Production Company, company managers, tour managers, technical coordinator or anyone else who might have information related to the performance scheduled. This information should be as complete as possible and should include names, addresses and both day and night phone numbers. The Lessee further agrees to reimburse the *Center* for any phone charges incurred by the *Center* in the attempt to gather information to execute the Lessee's event.

VIA.C. Equipment brought into the *Center*: All equipment brought into the *Center* will be inspected by the *Center* for possible safety violations and the *Center* will have the final approval and authority for the use of such equipment. Any such equipment that is to be connected to equipment owned by the *Center* must have approval, prior to any such connection, by the *Center*.

VL4.D. *Center's* Equipment: The use of the *Center's* equipment by the Lessee is subject to availability and may require additional charges to the Lessee.

Acknowledgements

1. Acknowledgements

VII.1.A. Acquaintance: Lessee has acquainted itself with all rules and regulations which apply to the premises or any part thereof, and with all laws, ordinances and other regulations which affect or relate to the rehearsals and/ or performances and shall comply with all such rules, regulations, laws, ordinances and other regulations as may be in effect at the times specified in this Agreement.

VII.1.B. Default: If there are facts indicating that the Lessee threatens to follow or has commenced a course of conduct which would place the Lessee in default of this agreement, the *Center* may notify the Lessee in writing to discontinue such course of conduct; and, if, within a specified time, such conduct is not altered to the satisfaction of the *Center*, the Lessee, as of that time, will be in default under this Agreement and the *Center* has the right to terminate this Agreement without liability.

VII.1.C. Termination: In the event this Agreement is terminated by the *Center*, either in full or part, all rights of the Lessee in and to the use of the premises or part thereof shall immediately cease and the *Center* shall have the right to rent the premises for other purposes. In the event the premises cannot be rented for the times specified in this Agreement under default, the Lessee will forfeit all rental and additional fees paid to the *Center*.

VII.1.D. Time Importance: Time shall be of the essence in this Agreement and the time herein granted shall not be extended for the occupancy or use of the premises or for the installation or removal of equipment without the permission of the *Center* and all such additional time shall be paid for according to the fees fixed by the *Center*, if such permission is granted.

VII.1.E. Statement: This Agreement shall be deemed to have been made in the State of New York, County of Chautauqua, City of Jamestown, and its validity, construction, performance, breach and operation shall be governed by these Agencies. Every right and remedy conferred hereunder by the *Center*, or by law, may be enforced and exercised as often as the *Center* deems expedient.

Appendix A

Reg Lenna Center for The Arts Schedule of Fees and Charges

Theater Rental:

Full production (wedding, speaker, concert, etc.), starting at \$750.00 for 6 hours/same day, each additional hour \$175.00, plus labor

Film presentations, \$250 for 4 hours, plus labor
\$50 per hour for each additional hour

Rehearsal:

\$250 per day if main stage cannot be used during rehearsal schedule

Ticket Fees Paid by Renter:

\$2.00 per paid ticket

\$.25 per complimentary ticket

4% of net credit card sales

Ticket Fees Paid by Patron:

\$3.00 per order convenience fee for online & telephone ticket purchases

For ALL events, Free or not, Renter or Patron pays:

\$1.00 per ticket Theater Restoration Fee