



Strand Ventures, Inc.  
400 Clifton Ave  
Lakewood, NJ 08108  
732-367-7789

October 15, 2011

Re:

Enclosed Please find two (2) copies of the Theater Rental Agreement . Upon receipt, kindly sign and return both copies making sure to initial the bottom of each page both front and back. We will execute the agreements and return one copy back to you. With the return of the contacts, please also include your first payment as listed on the contract face.

If you have not already sent it to us please contact your insurance agent and have them send us a Certificate of Insurance for General Liability and proof of workman's comp. coverage. Please be sure for it to include "Strand Ventures, Inc. as an additional insured" in the "Description" box and that "Strand Ventures, Inc." appears in the "Certificate Holder" box.

As always we look forward to doing business with you. Should you have any questions please do not hesitate to contact us. For all contracting, billing and technical questions you may contact us via phone or email.

Regards,

Christopher 'Crick' Staton  
General Manager  
cricket@strand.org x206



# ESTIMATED BILL

Event ID

Bill #

Event:  
Customer:  
Event Date:

to

Address  
City, State Zip  
Contact Person  
Phone

Fax

Line Item	Added	Rate	Units	Discount	Quantity	Hours	Total	Notes
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								

Refund Due \$0.00

Please Note:

Bill total  
Total Payments  
Deposit Paid  
First Payment  
Second Payment  
Third Payment  
Additional Payment  
Additional Payment

Date	Type	Check #	Estimate Payments
			20% = \$0.00
			40% = \$0.00
			40% = \$0.00

After your event, the Final Bill will be sent. You will be responsible for paying the amount indicated within 30 days. If you have a refund due, it will be mailed with the Final Bill. The \$500.00 or \$300.00 for gallery rentals security deposit is applied to the remainder of your estimated bill. Please see Price and Rental Breakdown form for additional information.

First Payment due now along with two signed copies of the Theater Rental Agreement, House Rules and a \$1,000,000 certificate of liability naming Strand Ventures, Inc. as additional insured and proof of workman's comp coverage. All estimated bill must be paid in full 14 days before the start of the event.

Please make all checks payable to Strand Ventures, Inc., 400 Clifton Avenue, Lakewood, NJ 08701



# THEATER RENTAL AGREEMENT

## Tenant Representative and Organization Address

Telephone                      Fax                      e- mail  
 Performance(s) of  
 Show Date(s) and Time(s)

Rehearsal Date(s) and Time(s)

### Type of Rental:

Commencement of Move In

at

Completion of Move Out

at

For value received, the Strand Theater, having its office at 400 Clifton Avenue, Lakewood, New Jersey 08701 ("Landlord") and Tenant, as designated above, do hereby agree as follows:

1. **Lease of Premises**

Landlord hereby leases to Tenant, and Tenant accepts the lease of, the Theater auditorium, stage facilities, and designated backstage dressing rooms/rest rooms hereafter described ("Premises") in the Strand Building, its physical location at the corner of Clifton Avenue and Fourth Street, ("Building") for the Performance(s) specified above.

2. **Use of Premises**

The Premises shall be used by Tenant for no purpose other than the Performance(s) at the date(s) and time(s) specified above.

Tenant representative initials \_\_\_\_\_

### 3. Rent and Other Charges

In consideration for the leasing of the Premises by Landlord to Tenant, Tenant agrees to pay Landlord all of the following amounts and such additional amounts as are otherwise specified in this Agreement:

- A. A deposit of \$500.00 per performance date will be required to secure date(s) (nontransferable and nonrefundable) but will be reimbursed (or applied to the remainder of the final bill) provided no damages occur to the premises during use and the Theater Rental Agreement and House Rules have not been violated.
- B. The estimated rental for the Performance, or if more than one, for all the Performances, in an amount equal to \$0.00
- C. Rental will be paid from ticket proceeds
- D. All expenses must be submitted before the last day of the event
- E. 60/40 ticket split will occur after expenses

**All rental payments are nonrefundable.**

- C. Tenant shall pay the rent and all additional amounts when due without abatement, deduction, or set-off of any amount whatsoever. Landlord may, at its election, collect the various amounts due hereunder, or any part hereof, out of the receipts, if any, from the sale of tickets or subscriptions at the box office; and all receipts are hereby assigned by Tenant to Landlord to the extent of any amount which may at any time become due to Landlord pursuant to this Agreement or otherwise. Settlement from the proceeds of ticket sales handled by the Strand box office shall incur within two (2) weeks from the date of the last performance.

All sums payable to Landlord under this agreement shall be paid by cash, certified check, or postal service money order at the office of the Landlord or such other place as the Landlord shall designate.

In addition to the amounts payable to Landlord as described above, Tenant agrees to pay the total cost of presenting the Performance(s) including, without limitation, the cost of rehearsals and preparations thereof, and all advertising, promotion, royalties, licenses, fees, taxes, rentals, ticket office expenses, salaries (except the salaries of persons whose services are to be furnished by Landlord pursuant to this Agreement), sound equipment, stage workers, lighting equipment, and emergency services personnel.

Tenant representative initials \_\_\_\_\_



- D. No radio or television broadcasting or motion picture or recording rights or privileges are conferred by this Agreement unless such rights and privileges are specifically set forth by addendum hereto.
- E. A sum equal to ten (10) percent of the gross receipts, exclusive of sales and other applicable taxes, from the sale of souvenir items shall be collected following each performance, unless otherwise agreed in writing. Items to be sold must be approved by the theater. Strand staff shall oversee merchandise sales.
- F. Terms are set forth by the Strand Board of Trustees, and are not negotiable.

#### **4. Secondary Parties**

- A. The Landlord is not responsible for any payment due, or requirements set forth by contracts or agreements entered into by the Tenant with secondary parties;
- B. No contracts or agreements entered into by the Tenant may conflict with this Agreement;
- C. Tenant is responsible for all fines, damages or other expenses incurred by secondary parties;
- D. Tenant is responsible for all sales percentages due which are not paid by the secondary parties;
- E. The tenant is responsible for making all secondary parties aware of all applicable polices, laws and rules as set forth by the Landlord and all public authorities, including the United States of America, the State of New Jersey, the Township of Lakewood, Landlord and any department, board, or authority thereof.

#### **5. Services**

Landlord shall furnish for contracted Performance(s) and rehearsal dates, at its own cost and expense, the following:

Lighting equipment presently owned by the Theater;

Such heating/cooling for the Premises as, in the sole judgement of the Landlord, is necessary for comfortable occupancy of the Premises;

Any existing dressing rooms and accessible toilet facilities which are ancillary to the Premises, in a reasonably clean condition; and

Those box office services which are described in paragraph 6 hereof.

Notwithstanding anything to the contrary above, Landlord shall have no liability for interruption of or failure to supply, the above services because of strike, lockout, or other labor difficulty; breakdown, accident, repairs, alterations, or improvements; order of or

Tenant representative initials \_\_\_\_\_



regulations by any public authority; failure of fuel supply, or inability, despite the exercise of reasonable diligence, to obtain fuel supplies or other services or necessary parts for repairs from the sources from which they are usually obtained; or, for any cause beyond the reasonable control of the Landlord, nor in any event for any direct or consequential damages or loss of profits, provided such circumstances shall not be due to default or negligence of Landlord.

Landlord shall not be obligated to provide any services other than those described above. Tenant shall be responsible for arranging and paying for any services, facilities, work, or labor which it receives, such as stagehands, projectionists, spotlight operators, building security, and lighting or sound equipment not included in the Theater Rental Agreement.

#### **6. Method of Payment of Additional Charges and Control of Ticket Sales**

- A. Tenant agrees that the sale of admission tickets shall be managed and controlled by Landlord, unless otherwise agreed, and that all customary fees and other costs incident thereto shall be paid by Tenant.
- B. Unless otherwise agreed, all funds derived from the sale of tickets shall be impounded in the custody of Landlord until the Performance(s) shall have been given. If Tenant fails, for any reason whatsoever, to present the Performance(s) for which tickets have been sold, Tenant agrees that Landlord shall retain such funds, in whole or in part, as Landlord may deem necessary for the purpose of refunding to purchasers admission prices paid for such tickets and/or settling any claims of Tenant or otherwise arising under the provisions of this Agreement.
- C. Unless otherwise agreed, Tenant hereby agrees to have Strand Ventures, Inc., sell all tickets to the Performance(s) whether in whole or in part. Strand Ventures, Inc., will collect and retain a \$4.00 service fee per ticket. Tickets shall be paid by cash, check, or credit card (Visa, MasterCard, American Express, and Discover/Novus). Credit card collection fees assessed to Strand Ventures, Inc., may be charged against the \$4.00 Strand service fee. However, if the event is cancelled, Tenant will be responsible to reimburse Strand Ventures, Inc., for all credit card collection fees assessed during the refund process by Visa, MasterCard, American Express, and Discover/Novus. In addition, Tenant will also be responsible to reimburse Strand Ventures, Inc. \$50.00 per hour for the time needed to process all refunds.
- D. Sales tax at the current rate of 7% will be deducted from all tickets sold by the Landlord. The Tenant shall be responsible for taxes on any tickets sold by the Tenant, Tenants employees or other entities other than the landlord.

Tenant representative initials \_\_\_\_\_



- E. Unless otherwise agreed, Tenant agrees that the staffing of the box office, doormen, ushers, ticket-takers, supervisors and security guards, watchmen, heads of stage crew departments, and all other personnel deemed necessary by the Landlord for the proper operation of the Premises during this Agreement, including, without limitation, the distribution of free programs, material, and information which shall be managed and controlled by the Landlord, and that all customary fees and other costs incident thereto shall be paid by Tenant. Tenant shall also pay for all extra police and/or fire protection which Landlord may deem necessary for any rehearsals and/or Performance(s).
- F. Tenant agrees that:
1. Unless and until this Agreement has been delivered to Tenant and Landlord, and an executed copy has been delivered to Tenant, no information or publicity of any nature whatsoever relating to Tenant's Performance(s) shall be disseminated or released, including but not limited to the offering of tickets or reservations for the Performance(s); and,
  2. If requested, Landlord will be given ten (10) complimentary tickets for each Performance in the location of the usual house seats (Center Orchestra or Loge); and,
  3. Unless otherwise agreed, all tickets will be sold on a reserved seating basis, and said tickets will not be supplied to the Tenant until such time as the following items have been received: executed Theater Rental Agreement, Certificate of Liability and first payment.
  4. All tickets will be printed by the Landlord or a company agreed to and authorized by the Landlord
  5. No tickets will be sold or distributed in excess of the seating capacity of the Premises, and Tenant shall not permit more patrons in the Premises than the seating capacity of 1,030 provided (exclusive of ADA seating); and,
  6. All sales and use taxes which may be due from the sale of tickets, not sold by the Landlord, for each Performance shall be paid by Tenant, and Tenant will indemnify Landlord and the Township of Lakewood and hold it harmless against all claims with respect thereto.
  7. If tickets are be handled thru a ticket vendor (such as Ticketmaster) all ticket manifests must be created and checked by the Landlord.

Tenant representative initials \_\_\_\_\_



8. When the Landlord is releasing portions of the tickets for sale by the tenant they will be released in full row blocks, spread evenly through out the theater. It is up to the box office as to the location of these rows.
9. All tickets printed for outside sale will have the renters company name as purchaser and full ticket price, these tickets cannot be sold by the promoter before the tickets are received from the box office.
10. A lead time of one business day is required for ticket printing by the Landlord for counts under 100 tickets and three days for counts over 100 tickets. A lead time of up to two weeks is required for full theater printing.
11. We will accept and distribute your will call requests on the day of the event; however tickets must be placed in separate envelopes with the purchaser's name clearly noted on the envelope.
12. Complimentary ticket requests received by the Box Office on the day of the event will only be accepted in the following format: "person's name and the number of additional tickets". Placement of these seats will be at the Landlords discretion.

## 7. Insurance

Tenant agrees that it will carry and maintain at its own cost and expense:

- A. Personal property insurance covering the property of the Tenant to the extent of its insurable value; and
- B. Worker's compensation insurance covering the Tenant's employees; and
- C. Comprehensive insurance for single-limit liability (non-negotiable) of not less than \$1,000,000.00. Tenant shall obtain and deliver to Landlord not less than one (1) month prior to Tenant's use of the Premises the certificates of such policies of insurance. The liability policy shall name Landlord as an insured and shall be in such form and with such company as is reasonably satisfactory to Landlord and shall insure Landlord against all claims, losses, and damages arising out of the use of Premises pursuant to this Agreement; and the insurance company will agree to defend any lawsuit filed against Landlord arising out of or relating to the Performance(s) or this Agreement. Additionally, replacement of all glass shall be the responsibility of the Tenant. The insurance company shall provide that it is non-cancelable, except after 30 days prior to written notice to Landlord.
- D. All vendors employed by the tenant must also supply the Landlord with evidence of the same insurance.

Tenant representative initials \_\_\_\_\_





## 8. Concessions

- A. Tenant shall not sell, bring into, or serve upon the Premises any beverages, liquors, refreshments, or other liquid or food for consumption on or off the Premises. The Strand Theater, as Landlord, reserves the sole right to operate these concessions and to retain all proceeds therefrom.
- B. Tenant shall not sell any souvenir items which relate to the Performance(s) such as souvenirs, tapes, librettos, booklets, music, clothing, flowers, brochures, etc., without Landlord's approval.
- C. The Tenant shall notify and acquire approval from the Landlord of such sales at least two (2) weeks prior to Performance(s);
- D. The Landlord reserves the right to sell any souvenir items and conduct 50/50 without any restitution due to the Tenant.

## 9. Move In and Move Out

- A. Tenant will commence its move in no earlier than the time and date specified above. Tenant will complete its move out no later than the time and date specified above. If Tenant fails to vacate and surrender the Premises within the time specified above, the Landlord reserves the right, in addition to all other rights and remedies which it may have, to remove Tenant's property from the Premises at Tenant's expense and to charge Tenant \$500.00 per day, or portion thereof, that Tenant or Tenant's property remains.
- B. At the request of the Landlord, Tenant will temporarily move out as stated above when rental periods are not concurrent.

## 10. Sets and Scenery

Sets and scenery may be used only with the prior consent of the Landlord, and Landlord reserves the right at any time to revoke such consent and require the dismantling and removal of such sets or scenery as it, in its sole discretion, deems injurious or inappropriate to the Premises. All work upon the stage in connection with the Performance(s) shall be done only after the prior approval of the Landlord and if requested by the Landlord, under the supervision of Landlord, and the expense thereof shall be borne solely by the Tenant. All lights shall be extinguished; sets, scenery and properties removed; and full possession of the Premises given to Landlord not later than the time and date for move out. Tenant hereby releases Landlord from all responsibility and liability by reason of any damage to or destruction or theft of any sets, scenery, musical instruments, or any other property brought

Tenant representative initials \_\_\_\_\_



on or caused to be brought on the Premises, with or without Landlord's consent, at any time before, during, between, or after all Performances covered by this Agreement.

#### **11. Tenant's Employees**

Tenant shall comply with all laws, rules, and regulations regarding labor as are applicable to operations on and related to the Premises and the rehearsals and Performance(s). Should any labor disputes, jurisdictional or otherwise, occur as a result of or connected in any way with Tenant's activities under this Agreement, Tenant hereby assumes the burden of resolving any such disputes. Tenant further agrees that Tenant shall not engage any persons in connection with its activities under this Agreement who would cause Landlord to breach any collective bargaining agreement to which Landlord is party or which would cause or permit any labor organizations with which Landlord has a collective bargaining agreement to contend successfully that an unfair labor practice has been committed in connection with the Agreement or which would subject Landlord to an unauthorized strike, picketing, or work stoppage, or to continue to engage in any conduct or activity which causes the Premises or Tenant's presence in the Premises to be picketed; and, Tenant shall immediately cease and desist from performing any such prohibited conduct or activities upon notice from Landlord, if Tenant should ever do so.

#### **12. Cancellation and Refunds**

If any Performance is not held for whatever reason, Tenant has the obligation, at its expense, to inform the public of such cancellation through regular information media; and in the event Tenant fails to do so, Landlord may make such announcements at Tenant's expense. Tenant shall make immediate restitution to all purchasers of tickets for each Performance who present the same for refund, and Tenant must have its representative at the Building at the date and time on which the Performance was scheduled to occur. In the event Tenant fails or delays in doing so and Landlord has collected all admission sales (see Item 5, Section A), Landlord shall be authorized to make such restitution, and Tenant shall reimburse Landlord for any such refunds which Landlord pays in excess of the funds theretofore collected and held by Landlord in connection with the sale of tickets, it being understood that Landlord may pay such refunds to any persons who purchased such tickets from Tenant and others as well as to any persons who purchased such tickets at the box office. Nothing contained herein shall be deemed to require Landlord to make such announcements or refunds to any person or persons. In case of cancellation, Tenant must have a representative at the Strand Theater Box Office two (2) hours before the stated curtain time and through the intended intermission.

#### **13. Signs, Posters, Etc.**

No literature, signs, placards, notices, posters, banners, or flags shall be posted inside or outside the building without prior consent of the Landlord. Landlord reserves the right to remove such at any time. Tenant agrees not to employ persons, purchase or rent supplies

Tenant representative initials \_\_\_\_\_



or equipment, contract for services, or incur any indebtedness or liability of any kind or nature in the name of the Landlord, its officers, agents, employees, directors, or trustees, nor in the name of the Strand Theater. Landlord must approve, in advance of its usage, any advertising, marketing, or other materials utilizing the name of the Landlord or the Strand Theater or any graphics depicting the Building or any portion thereof.

#### 14. Fire Regulations

- A. Tenant shall not do, or permit to be done, in the Premises or bring or keep anything therein which may increase the rate of fire insurance on the Building or on the property kept therein, or which might conflict with any statutes, ordinances, or regulations of any public authority, including the United States of America, the State of New Jersey, the Township of Lakewood, and any department, board, or authority thereof, or which might conflict with the terms of any fire, liability, casualty, or other insurance policy on the Building or any part thereof. Any use of fireworks or other combustibles have the written approval of the Landlord and/or the Fire Marshal.
- B. As required by the Landlord and/or the Fire Marshal, Tenant shall provide at its sole cost and expense, any necessary permits, fire watch or licensed pyrotechnicians. Any use of pyrotechnics must be submitted in writing at least (2) two weeks prior to move in.
- C. There can be **no smoking** or open flames in any part of the Strand Theater.
- D. All materials or objects, including but not limited to scenery and props must be either non-combustible or flame resistant, as per the New Jersey State Fire Code. (F-306.0). Any objects deemed non-compliant must be removed from the Premises immediately upon request.
- E. All electrical equipment must be UL rated and be in safe working condition. All grounded equipment must be intact and unmodified. Any equipment deemed non-compliant must be removed from the Premises immediately upon request.
- F. All doors, exits, corridors, and aisles must kept clear for free passage. All fire doors must remain closed.
- G. No part of the building may exceed maximum capacity at any time, as posted or set forth in this Agreement and House Rules.
- H. Any fine for violation of the New Jersey State Fire Code is the responsibility of and will be paid by Tenant.

Tenant representative initials \_\_\_\_\_



## 15. Premises and Condition of Premises

- A. Premises leased hereby and the term “Premises” as used herein shall include areas in the Building which are customarily used for Performance(s) in the auditorium, as determined by the type of rental. The box office area is not included. Suitable box office space may be arranged with Landlord by previous written agreement. Among the areas in the Building which are not included with the Premises are all offices, storage and mechanical rooms, the gift shop area, and the concession area.
- B. Without prior arrangement, the Strand Theater telephone/internet systems are not available for Tenant use. The Strand Theater telephone lines cannot be used for Tenant credit card machines or reservations not handled by the Strand Box Office.
- C. Tenant agrees that the Premises are in a tenantable and good condition, that no oral representations as to the condition thereof have been made by Landlord, and that Tenant will return the Premises to Landlord in the same condition which they existed prior to the Performances(s), except for normal wear and tear and except for cleaning and janitorial conditions, the services of which are to be performed by Landlord subsequent to the Performance(s). Tenant hereby assumes full responsibility for the acts and conduct of all persons admitted to the Premises or to any portion of the Building by the consent of the Tenant or by or with the consent of any person acting for or on behalf of the Tenant, which persons shall include all patrons and ticket holders. In the event any portion of the Premises or any portion of the Building, of which the Premises are a part, shall be damaged by the act or omission of Tenant or by Tenant’s agents, employees, patrons, customers, guests, invitees, licensees, or any other person admitted to the Premises by the Tenant, the Tenant shall pay to Landlord, upon demand, such sums as shall be necessary to restore the Premises to the condition that existed prior to the occurrence of such damage. The amount of such damage shall be considered additional rent hereunder.
- D. Tenant shall not alter, improve, repair, or change any portion of the Premises without prior written consent of Landlord. If Landlord gives its consent to the making of certain physical changes in the Premises to accommodate the Performance(s), all such changes shall be made at the sole cost and expense of Tenant, unless otherwise agreed; and Tenant, at its sole cost and expense, shall restore the Premises to the condition that existed prior to the changes, all of which restoration shall be accomplished prior to the move out time specified herein.
- E. Landlord reserves the right to free access, without abatement of rental or any other amounts to be paid by Tenant herein, to all parts of the Building, including without limitation the Premises, for itself and for its officers, agents, employees, and independent contractors who may and shall have the right to any and all times during the term of this Agreement to enter the Premises, to alter, repair, or add to the Premises or the Building and to enter the Premises in connection with proper

Tenant representative initials \_\_\_\_\_



control and management of the Building or any part thereof or any concessions therein, and Tenant shall not claim, or be allowed to be paid damages for, any injury or inconvenience occasioned thereby.

F. Tenant agrees that he will not:

1. Commit any nuisance or knowingly do, or permit to be done, anything which may result in the creation or the commission of a nuisance; and,
2. Cause, or produce to be caused or produced therein or to emanate therefrom, any unusual, obnoxious, or objectionable smoke, gases, vapors, or odors; and,
3. Use any part thereof for cooking, lodging, sleeping, or any unlawful purpose; and,
4. Permit any of its officers, agents, employees, independent contractors or others in any way connected with Tenant to use or consume any controlled substance while on the Premises; and,
5. Do, or permit to be done, anything which may interfere with the effectiveness or accessibility of utilities, ventilation, or air conditioning systems or portions thereof; nor do, or permit anything to be done, anything which may interfere with free access and a passage thereto, or to the public streets adjacent thereto, or to the street or sidewalks adjoining the Building; and,
6. Do, or permit to be done, anything which may interfere with the normal course of business with adjacent and local businesses; and,
7. Overload any floor, ceiling, or wall thereof or the gridiron or hang equipment on any other fixture therein; and,
8. Affix anything to any surface of the Premises without prior consent of the Landlord; and,
9. Place any additional lock of any kind upon a window, interior or exterior door of the Building, or make any change in any existing door or window lock or mechanism thereof, unless expressly permitted in writing by Landlord; and,
11. Install, maintain, or operate any vending machine in the Building, without the prior written consent of Landlord; and,

Tenant representative initials \_\_\_\_\_



12. Put up or operate any engine or motor or machinery on the Premises or use oils and other flammables such as camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes, nor to use any other agent for heating or illuminating Premises, except that provided by Landlord, without Landlord's prior written consent. Tenant shall not set off, or exhibit on or over, said Premises or bring into said Premises any fireworks or explosives, and shall not use an agent other than electricity for illuminating the Premises.

## **16. Licenses and Permits**

Tenant shall secure in advance, before the time and date of each Performance, all licenses and permits that may be required by any use of the Premises provided for in this Agreement and shall secure any necessary certificates of electrical inspection from the Township of Lakewood for the operation of any motion picture or any other machine or equipment, and shall do all other acts necessary to comply with all the laws and requirements of all public authorities, including the United States of America, the State of New Jersey, the Township of Lakewood, the Fire Marshal, and any department, board, or authority thereof governing theaters or amusements or otherwise applicable to said Premises.

## **17. Compliance with Law/Use**

Every person connected with any Performance(s) under this Agreement shall abide by, conform to, and comply with all of the laws of the United States of America, the State of New Jersey, all ordinances of the Township of Lakewood, and rules and regulations of Landlord for the management of the Building. Tenant shall not use or attempt to use any part of the Premises for any use or proposed use which will be contrary to law, or be opposed to decency or good morals, or be otherwise improper or detrimental to the reputation of Landlord.

## **18. Advertising**

1. Tenant cannot advertise event(s) prior to signing contracts.
2. Landlord must approve, in advance of its usage, any advertising, marketing, or other materials utilizing the name of the Landlord, logos, the Strand Theater or any graphics depicting the Building or any portion thereof.
3. The Landlord is not responsible for the promotion of tenant event(s) (i.e., print media, posters, brochures). If agreed to in writing the landlord may use advertise of the tenant. The tenant is responsible for all bill incurred there of.

Tenant representative initials \_\_\_\_\_



4. The Landlord will not enter into any advertising agreements if more than 350 tickets are being sold by an entity other than the landlords box office. Further more the landlord will not list the event on any of its website, brochures or emails.

**19. Tenant's Indemnity**

Tenant agrees to hold harmless, indemnify, and defend the Landlord and its officers, agents, employees, volunteers, directors, and trustees from any and all liability including claims, demands, loss costs, and damages and expenses of every kind and description to persons or property arising out of, in connection with, or occurring during the course of this Agreement. Landlord shall not be obligated or required to replace or repair the Premises or any part thereof. Landlord shall not be responsible or liable for any damage or injury that may happen to property belonging to Tenant's agents, servants, employees, members, guests, customers, patrons, or others in any way connected with Tenant, or for any other damages of any kind or nature or for any cause whatever prior to, during, or subsequent to the term of this Agreement; and the Tenant hereby expressly releases the Landlord from and agrees to defend and indemnify Landlord, its officers, agents, employees, directors, and trustees against any and all claims for such loss, damage, or injury to persons, property, or otherwise. Neither Landlord, its officers, agents, employees, directors, or trustees shall ever be liable for any claims for damages that may result from the destruction of or damage to the Building or any part thereof, nor for any loss, theft, damage, or injury or other casualty to the property or persons of Tenant, Tenant's officers, agents, employees, or independent contractors, or others in any way connected with Tenant.

**20. Libel and Slander**

Tenant hereby assumes responsibility for, indemnifies, and agrees to hold Landlord harmless from any liability upon any claim arising out of alleged slanderous or libelous statements in connection with any Performance(s) in the Premises, any broadcasting of any radio or television program from the Premises, or any recording or publication of the same, and all costs and expenses including counsel fees incurred in connection therewith.

**21. Copyright**

Tenant agrees, represents, and warrants that nothing contained in the Performance(s), the souvenir items relating thereto, or anything else connected with Tenant'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. The securing of and payment for all performing rights is the responsibility of Tenant. Tenant shall furnish to Landlord documented evidence (i.e., a copy of the licenses) of such performing rights not less than 14 days prior to the scheduled date of the Performance(s). Failure to provide such evidence at such time may result in cancellation of this Agreement without penalty to the Landlord and without refund to Tenant. In all events, Tenant assumes all costs arising from

Tenant representative initials \_\_\_\_\_



the use of patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of said event, including but not limited to royalties or licensing fees due Broadcast Music Incorporated (BMI), American Society of Composers, Authors and Publishers (ASCAP), Society of European Stage Authors and Composers (SESAC), and any other similar organization. Tenant agrees to indemnify and hold harmless Landlord and its officers, agents, employees, directors, and trustees against any and all such claims and charges and to defend, at his expense, any and all such claims and charges in connection with this Agreement. Tenant further agrees to furnish to the Landlord, upon demand, proof of said licensing or authorization by said copyright owners or their representatives.

## 22. **Tenant's Default or Breach**

- A. Each of the following shall constitute a default or breach of this Agreement by Tenant:
1. If Tenant shall voluntarily file a petition in bankruptcy, insolvency, for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors;
  2. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially all of the property of the Tenant and Tenant shall not take action to dismiss such proceedings or to vacate the receivership or trusteeship within five (5) days after the institution or appointment;
  3. If Tenant shall fail to pay Landlord any rent when such rent shall have become due and payable to the Landlord;
  4. If Tenant shall fail to perform or comply with any of its covenants or agreements herein or any of the conditions herein;
  5. If Tenant shall vacate or abandon the Premises during the term hereof;
  6. If any interest of Tenant hereunder shall be transferred or assigned to any other party without Landlord's prior written consent; or
  7. If Tenant fails to take possession of the Premises at the commencement of the term and to guarantee Landlord, in writing, payment of his out-of-pocket costs incurred during such failure.
- B. Upon the occurrence of a default or breach in this Agreement by Tenant, Landlord may exercise any and all rights and remedies in favor of Landlord existing at law or in equity and, in addition thereto, Landlord shall have the right to exercise any and

Tenant representative initials \_\_\_\_\_





all of the following rights and remedies, none of which shall be deemed exclusive but shall be cumulative with each other and in addition to all other rights and remedies existing by law or in equity:

1. If Tenant has not taken possession of the Premises at the time of the default or breach, then Landlord may terminate Tenant's right to possession of the Premises by notice to Tenant, and thereafter Tenant shall have no right to possession or occupancy of any portion of the Premises;
  2. If Tenant is in possession of the Premises at the time of default or breach, then Landlord shall have the right to terminate Tenant's right of occupancy or possession of the Premises by notice to Tenant, and Tenant will vacate the Premises. Further, Landlord may re-enter and take possession of the Premises, remove or procure the removal of all persons therefrom, and Tenant shall have no further claim thereon or hereunder. In addition, Landlord may remove or procure the removal of Tenant's stage settings, scenery, paraphernalia, or other equipment or personal property therefrom, place or cause to be placed Tenant's said property in a storage warehouse at Tenant's expense. Tenant shall not make claim for damages that may be caused by Landlord in re-entering and taking possession of the Premises as herein provided or the removing, storing, or disposal of Tenant's property as herein provided;
  3. Landlord may accelerate the entire rent due for the balance of the term of this Agreement as well as any and all other monies to be paid by Tenant to Landlord, and all of such rent and other monies shall become at once due and payable by the Tenant to the Landlord, anything herein contained to the contrary notwithstanding; and Tenant shall pay same to Landlord upon demand or Landlord may retain any monies already paid by Tenant to Landlord as full liquidated damages, Tenant expressly waiving any claim or right which it may have for return of such rent or monies and expressly agreeing to the rights of the Landlord herein;
  4. Landlord may terminate all of Tenant's rights under this Agreement by notice to Tenant.
- C. The remedies provided herein in favor of Landlord shall not be deemed exclusive but shall be cumulative and in addition to all other remedies in favor of Landlord existing at law or in equity. The waiver by Landlord or any default by Tenant hereunder shall not constitute a waiver of any other such default then and thereafter occurring and Landlord shall have the right at any time thereafter to avail itself of any and all of the remedies herein provided.

Tenant representative initials \_\_\_\_\_



**23. Stage**

No person or persons, except those directly connected with the Performance(s) and whose presence is required on the stage, shall be allowed thereon.

**24. Landlord Not Liable for Delay, Etc.**

Landlord shall not be liable for any damage, delay, inconvenience, loss, or annoyance to Tenant resulting from the action of public authorities or resulting from strikes, lockouts, or other labor difficulties or from any cause beyond Landlord's control.

**25. Postponement and Termination**

This Agreement may be terminated by either party, without liability to the other, and Landlord shall refund to Tenant all sums paid under this Agreement except such portion of the amounts paid pursuant to Sections 3 and 5 of this Agreement as Landlord may have expended or committed. Notwithstanding anything to the contrary in this paragraph, the failure of Tenant to present the Performance(s) for any reason other than those set forth in the following shall not relieve Tenant of his obligations to pay rent and other charges as provided for herein as well as to discharge all other duties and obligations which it has under this Agreement if:

- A. The Premises cannot be occupied by Tenant during the term of this Agreement because of damage to the Building by reason of fire, flood, or other act of God; public calamity or other casualty; war; or by order of competent civil or military authority, or if all or any part of the Premises shall be taken for any public or quasi-public use under any law or statute or by the right of eminent domain or agreed purchase in lieu thereof;
- B. The Premises cannot be occupied by Tenant because they are occupied by a person or persons other than the Landlord or Tenant, or there shall be stage settings, scenery, decorations, paraphernalia, or other equipment on the Premises, whether or not such persons or property are on the Premises with or without the permission or color of permission from Landlord, and by reason of the fact that Landlord shall be unable to deliver possession of the Premises to Tenant at the time scheduled hereunder.

**26. Attendance by Landlord and Tenant at Performances**

Tenant, or a duly authorized representative of Tenant, shall be in attendance on the Premises when the doors are opened and throughout each performance. Tenant agrees that, at minimum, one-half hour prior to the scheduled commencement of the Performance(s), the inside doors will be opened to permit entrance to the Premises by ticketed patrons.

Tenant representative initials \_\_\_\_\_



Landlord, its officers, agents, and servants shall have the right at all times to enter any part of the Premises.

**27. Notices**

Notices by Landlord to Tenant shall be deemed duly given if delivered personally or if mailed, postage prepaid, at Tenant's above-stated address; and notices by Tenant to Landlord shall be deemed duly given if delivered personally to an authorized representative of the Landlord or if mailed to the Landlord, postage prepaid, at the Landlord's above-stated address.

**28. Minors**

In the event that any minor is scheduled to appear in any Performance to be given under this lease, Tenant agrees, before such Performance is given, to obtain necessary employment certificates and other permits and authorizations as shall be required by any statutes, ordinances, or regulations of the United States of America, State of New Jersey, or the Township of Lakewood or any departments, boards, courts, or authority thereof.

**29. Changes**

No modifications or amendment to this Agreement, or consent to the waiver of any of the terms hereof, shall be binding unless made in writing and signed by the party against whom such modification, amendment, or waiver is asserted.

**30. Representations**

This Agreement and House Rules constitute the entire agreement between the parties, and no representations or promises have been made, except as herein set forth.

**31. Assignment**

Tenant agrees that he will not, and has no right to, transfer or assign any interest which he may have pursuant to this Agreement, nor sublet the Premises or any part thereof unless Tenant has first obtained the prior written consent of Landlord. Except as provided herein, Tenant shall not permit or suffer the Premises or any part thereof to be used by others.

**32. Binding Upon Heirs, Successors, Etc.**

This Agreement is binding upon and inures to the benefit of the heirs, executors, administrators, successors, and assigns of the parties.

Tenant representative initials \_\_\_\_\_



### 33. **Headings**

The headings and logos are not a part of this Agreement but are merely for convenience and do not in any way define or limit the working of any paragraph of this Agreement.

### 34. **Applicable Law**

This Agreement is being executed and delivered in the State of New Jersey and will be construed under the laws of the State of New Jersey.

### 35. **Expense of Enforcement**

Should either party incur any expense in enforcing any provision of this Agreement, the party in default shall pay to the other party all expenses so incurred, including reasonable attorney fees.

### 36. **House Rules**

1. The following statement, either prerecorded or read to the audience by your designated person, must be made prior to each performance: **“By order of the Lakewood Fire Marshal, there can be no smoking in any part of the Strand Theater building. Please note the location of your nearest exit. Please, no food or drink in the theater. Please turn off all pagers and cell phones. Use of flash photography and any recording device including cameras and camcorders is prohibited by law.”** The Tenant may use the Strand's prerecorded version if available. Some modifications may be made to this statement with the approval of the Technical Directors and House Manager.
2. The Strand Theater will be allowed to promote and distribute materials announcing Strand events. Tenants shall provide, upon request, the names and addresses of their patrons for incorporation into the Strand's mailing list.
3. All tenants will make use of a board-approved Technical Director, House Manager, crew and ushers. Tenant will be responsible for the cost of these services. All Strand Theater equipment will be operated only by designated Strand Theater personnel. Only the Technical Director will have jurisdiction on all items having to do with state and local fire code and safety standards. There will be a minimum Strand Theater crew of three (3) persons, unless otherwise agreed to by the Technical Director. Number of crew is at the determination of the Technical Director. Number of ushers is at the determination of the House Manager. Labor calls are a minimum of four (4) hours and all call must be continuous throughout the day.
4. All overhead rigging must be approved by the Technical Director.

Tenant representative initials \_\_\_\_\_



5. No activity shall be permitted in the theater, dressing rooms, and on stage before designated call time or without Strand staff supervision.
6. House seats are permanent and will not be removed.
7. The access stairs from the house floor to the stage, both left and right will be removed before every performance. The stairs may stay in place at the request of the Tenant if the first two rows are not sold and the tickets for the first two rows are in the possession of the technical director at the time of the request.
8. No audience will be permitted in the theater until consent of both the Technical Director and House Manager is obtained.
9. Start of a show will be not permitted until consent both the Technical Director and House Manager is obtained.
10. Chairs, hand railings, brass bars, walls, etc., are not designed for warm up exercises and cannot be used as such.
11. Pipes, conduits, doors and door hardware, etc., are not designed for hangers and cannot be used as such.
12. Hallways and bathrooms are not dressing rooms or storage areas and cannot be used as such.
13. Food is not allowed in the theater by performers or crew members, on stage or in the lobby. Food may be consumed in the cantina area and must be cleaned up. All trash must be thrown in the waste receptacles.
14. Food and beverages, opened or unopened, are not allowed in the theater. Helium balloons are not permitted in the theater. Stickers are not permitted in the theater.
15. An audience of any kind will not be allowed during rehearsals. Children or adults not necessary to the production of the performance are not allowed in the theater during rehearsals. Authorized children in the theater for rehearsals and performances cannot be allowed to run loose, should not be barefoot, and must be supervised at all times.
16. Performers and crew will enter and exit through the stage doors on Fourth Street. Audience members will enter through the lobby doors at the corner of Fourth and Clifton. All audience members must have a ticket.

Tenant representative initials \_\_\_\_\_



17. Tenant's staff (paid and volunteer) must be clearly identified and are not allowed in front of house, except to operate ticket sales or merchandise sales. Tenant's staff may not act as ushers, security or ticket-takers. Tenant's staff will take direction from the Stand management staff.
18. Show must be ready to open one-half (1/2) hour before show time or one (1) hour for shows with more than 600 seats sold. All work, construction, rehearsals, or warm up exercises may not take place in the lobby.
19. Nothing will be affixed to any surface in or on the Strand Theater. Use of bulletin boards or slide in signs is acceptable (pushpins only, NO TAPE). The amount of \$25.00 will be billed for each violation. Attaching or taping anything to the stage floor must be cleared with Technical Director. Excessive damage to the stage that requires repainting and/or repair will be billed a minimum of \$400 per incident.
20. The use of rosin is prohibited and its use will incur a cleanup fee of \$25.00 per day
21. No picture taking or recording of any kind may be made of a performance or rehearsal, unless otherwise agreed upon and must follow the following policies:
  - A. If a professional video is required of a performance, a professional videographer will be allowed to make a tape, from which copies may be purchased. The camera(s) must be in the area designated by the Strand Theater and ready one (1) hour before performance.
  - B. Videos, photography and audio may be taken or recorded by self-contained units by the audience, provided permission from the Executive Director has been obtained prior to the performance. Placement of these units or the units, themselves, may not violate safety regulations or be a nuisance to other audience members.
  - C. All rights and permissions must be obtained in writing by the Tenant from all applicable parties before any of the above may occur. The Landlord is not responsible for any violations thereof.
  - D. Changes to these policies must be agreed upon, in writing, in advance by Tenant, Executive Director.
22. The ADA requires us to hold seats for physically challenged theater patrons. The Strand Theater must be notified of any sales for such needs 24 hours prior to performance. The Tenant will be held responsible to ADA if designated handicapped seating is not available to persons in need of accommodations. ADA seating may not be used as general seating. Specifications for selling ADA seating

Tenant representative initials \_\_\_\_\_



will be provided at the time you receive your tickets. Any fines for violations of ADA Code will be passed on to the Tenant.

23. Any contact or negotiations with neighboring business or homes must be conducted thru a Strand representative. Township services such as police, fire and emergency medical services must be arranged thru a Strand representative.
24. A list of tickets sold must be furnished to the Strand Theater House Manager one (1) hour prior to the scheduled curtain time.
25. Backstage capacity cannot exceed 150 persons. Lobby capacity cannot exceed 100 persons. Gallery capacity cannot exceed 135 persons. All other rooms may not exceed the posted capacity
26. A 15-minute break every two (2) hours and a 45-minute meal break every four (4) hours will be scheduled for Strand staff. Work laws require adequate breaks for all employees. Any violation of this will result in Tenant being charged time and a half (1 1/2) for all staff and will be assessed at one (1) hour increments
27. There must be a total of three (3) hours from the end of one show and the start of the next. Shows may not run longer than two (2) hours, unless otherwise agreed upon. The Strand staff must have adequate time between shows to clean, have a break, and prepare for the next show. All shows over one (1) and half hours must have an Intermission. Violators will charged at the rate of \$700.00 per incident.
28. Parking is limited to public parking lots. The parking lot behind the theater and the bank parking lot are private parking lots and are not to be used for show or rehearsal parking. The Strand Theater is not responsible for any vehicle towed from these lots.
29. There is to be no painting or sawing on stage or any other part of the building.
30. The maximum hold time for the start of any show is 15 minutes.
31. The maximum A-weighted dB (sound pressure) level shall not exceed 95dB. If the show is expected to run over 2 hours, the level shall not exceed 90dB.
32. House lights will be left at 35% if necessary for safe movement of audience members. This is at the sole discretion of Strand management.
33. Dressing rooms will not be cleaned during the occupancy of Tenant. Cleaning of the dressing rooms during occupancy is the sole responsibility of the Tenant.

Tenant representative initials \_\_\_\_\_



34. Any accident or injury must immediately be reported to the House Manager and/or Technical Director.

**37. Miscellaneous**

No waiver, default, right to forfeiture, or right to re-entry by Landlord shall affect any subsequent default or breach of duty, or shall impair the exercise of any right or remedy accruing upon any other default, nor shall be construed as a waiver of any such default or breach of duty, contact or acquiescence therein. The failure of the Landlord to insist upon strict compliance of any of the terms, covenants, and conditions hereof to be performed by Tenant shall not be deemed a waiver of any rights or remedies which Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, conditions, and covenants to be performed by the Tenant. Every right and remedy conferred hereunder upon Landlord or by law may be enforced and exercised as often as Landlord may deem expedient. In case any suit, action, or proceeding shall be brought or taken hereunder, the party prevailing in such suit, action, or proceeding shall be entitled to receive from the other party, and there shall be allowed to be included in any judgment recovered, reimbursement for reasonable costs, expenses, outlays, and attorney fees.

**38. Warranty and Representation**

Tenant affirms that he or she has the right, power and authority to enter into this Agreement and to fully perform all of its obligations hereunder. Further, the performance of the obligations hereunder will not violate any applicable laws or regulations and the Tenant owns or controls all of the rights necessary to perform its obligations hereunder.

**In Witness Whereof**, the parties have duly executed this Agreement, this \_\_\_\_\_

day of \_\_\_\_\_.

**TENANT:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**LANDLORD:** \_\_\_\_\_ *Strand Ventures, Inc.*

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ *Executive Director*

Tenant representative initials \_\_\_\_\_