



**LEHMAN**  
COLLEGE

FACILITY USE AGREEMENT  
**LEHMAN STAGES**  
LEHMAN COLLEGE  
THE CITY UNIVERSITY OF NEW YORK  
250 BEDFORD PARK BLVD. WEST  
BRONX, NY 10468

This AGREEMENT is made as of \_\_\_\_\_ 20\_\_\_\_, between Lehman Stages, and \_\_\_\_\_  
\_\_\_\_\_, for itself, its successors, and its legal representatives  
("User") for the use of The Lovinger Theatre ("Theatre") located on the campus of Lehman College ("College") of The City University of  
New York ("CUNY").

#### 1.0 PERMISSION AND SERVICES PROVIDED

- .1 Permission. Lehman Stages grants to User permission to use the Theatre, on the terms and conditions set forth in this Agreement.
- .2 Utilities. Lehman Stages will provide ordinary electricity, water and heat to the Theatre. Lehman Stages does not guarantee the air conditioning equipment.

#### 2.0 PURPOSE AND TERM OF USE

- .1 Limitations. User is permitted to use the Theatre only on the date(s) and at the time(s) and for the purpose (the "Event") stated in the invoice.
- .2 No Transfer. This Agreement is exclusive to User. User may not give, sell or otherwise assign its right to use the Theatre to another.
- .3 Period of Use. The period of time granted to User for use of the Theatre will not be extended without written permission from the Director of the Theatre. Extensions should be requested in advance of the Event and may require payment of additional fees.

#### 3.0 FEES

- .1 Use Fee. User agrees to pay Lehman Stages a fee in the amounts and at the times set forth in the invoice, for the use of the Theatre for the Event during the specified period ("Use Fee").
- .2 Additional Expenses. Charges for additional time, space, equipment or services not contemplated or ascertainable at the time this Agreement is signed will be billed to User according to the Theatre's current published rates, a copy of which will be provided to user.
- .3 Deposit. User agrees to pay Lehman Stages a deposit with the return of this signed Agreement in the amount no less than 25% of total rental rate. User agrees that the deposit is non-refundable less than thirty days prior to the event.
- .4 Form of Payment. User must pay all amounts due under this Agreement by money order or certified or bank check drawn on a New York Bank payable to: LEHMAN STAGES.
- .5 Taxes, etc. User is solely responsible for payment of the following:
  - .5.1 All federal, state and local taxes, fees and other charges required in connection with the Event and User's use of the Theatre, including without limitation any royalty fees to BMI, ASCAP or SESAC or other amounts required in connection with the Permits described in Section 8.1;
  - .5.2 Compensation, payroll taxes, disability, workers' compensation and any other required benefits of all persons performing services in connection with the Event, except for the Theatre's personnel, Auxiliary Enterprises personnel, Lehman College and CUNY personnel.
  - .5.3 Refunds for ticket sales.

- .6 Delinquent Payments. Time is of the essence for payments due under this User. If User fails to make a payment on or before

the due date which is two weeks prior to the event, Lehman Stages can cancel this Agreement and keep the Use Fee deposit as liquidated damages. User will remain responsible for any reasonable direct costs incurred by User up to the date of cancellation. Lehman Stages decision to continue this Agreement in the event of User's delinquent payment will not constitute a waiver of any payments due or require Lehman Stages to allow User to use the Theatre until the past due payments have been made. If Lehman Stages decides to continue this Agreement, User will remain liable to Lehman Stages for any balance due.

.7 Cancellation. The following terms apply to User's cancellation of the Event or other non-performance:

.7.1 User may cancel the Event and its obligations under this Agreement by notifying the Director of the Theatre in writing at least ten (10) business days before the first day of the use period. Lehman Stages will keep the Use Fee deposit as liquidated damages. User must also reimburse Lehman Stages for any reasonable direct costs incurred by Lehman Stages in connection with the Event.

.7.2 If User cancels the Event less than ten (10) business days before the first day of the use period or otherwise fails to use the Theatre as anticipated by this Agreement, except for the reasons stated in Section 3.7.3, User is responsible for the entire Use Fee, as well as for any reasonable direct costs incurred by Lehman Stages in connection with the Event.

.7.3 This Agreement will end, and both User and Lehman Stages are excused from further performance, if one or more of the terminating events listed below occurs; provided, however, that User will remain responsible for the Use Fee attributable to any period of use up to the terminating event, as well as any reasonable direct costs incurred by Lehman Stages as of the date of the terminating event: destruction of or damage or inaccessibility to the Theatre or equipment needed by User, by fire or the elements, mob or riot; strikes, lock-outs, acts of war or terrorism or other labor difficulties; act or regulation of public or government authority; or any other reason outside of the control of the parties which, in the reasonable opinion of Lehman Stages, renders use of the Theatre or performance of this Agreement unsafe or impractical.

#### 4.0 USE OF THE PREMISES

.1 Authorized Representative. For each performance of the Event, User or its duly authorized representative must be present at the Theatre throughout the scheduled time for the Event, including pre-performance and post-performance time. User acknowledges that its authorized representative has the authority to make all decisions on its behalf regarding the Event. Lehman Stages is entitled to rely upon the decisions of User's authorized representative, and is entitled to make decisions itself if User's authorized representative is not present or fails to make a decision on any appropriate matter. In any such case, User hereby waives and releases Lehman Stages from all compensation or claims for damages resulting from Lehman Stage's reasonable reliance upon the decisions of User's authorized representative, and Lehman Stage's own reasonable decisions when acting in the absence of User's authorized representative, or when the representative fails to render a decision as contemplated hereunder. The Theatre upon signing of this document must receive the name, address and phone numbers of User's authorized representative. User must give at least eight (8) hours written notice to the Director of the Theatre of any change in its authorized representative.

.2 Performers. User engages all performers and production personnel, other than the Theatre personnel supplied under the terms of this Agreement, at its own expense. Upon request, User must provide the Director of the Theatre with a copy of the fully executed contract with each scheduled performer, subcontractor or other personnel if applicable. Lehman Stages or the Director of the Theatre may require changes to these contracts to ensure compliance with College, CUNY and Theatre policies.

.3 Stage Access. Patrons and other non-stage personnel are prohibited at all times from being on stage or in the wings unless approved in advance by the Director of the Theatre.

.4 Food and Beverages. The following rules apply to the sale and consumption of food and beverages at the Theatre:

.4.1 User may not sell food or beverages without permission of the Director of the Theatre.

.4.2 User may not bring food and beverages into the Theatre without prior written consent of the Director of the Theatre. If and when this approval is granted, food and beverages will be limited to designated areas. Catering is by separate agreement.

.4.3 Food and beverages are not permitted in or on the auditorium, stage, wings or control rooms of the Theatre.

.5 Smoking. Smoking is prohibited in the Theatre.

.6 Alcohol and Drugs. Service and consumption of alcoholic beverages are prohibited everywhere in the Theatre and Lehman College. Local, State and Federal laws prohibit the unlawful possession and distribution of controlled substances. Individuals found in violation of these prohibitions are subject to immediate removal from the Theatre by College security.

.7 Merchandising. User may not sell merchandise of any kind, including programs, posters, clothing, CDs, tapes, etc., without prior

written consent of the Director of the Theatre. If and when approval is granted, the Director will designate the location, size and appearance of the sales area.

- .8 Solicitation. User may not solicit or collect money or goods of any kind, whether for charity or otherwise, without the prior written consent of the Director of the Theatre. Political fundraising is prohibited at the Theatre.
- .9 Termination/Interruption. User may not use or attempt to use any part of the Theatre for any purpose other than that specified in Invoice. Lehman Stages may immediately terminate this Agreement and/or interrupt the use or the Event without liability if, in its reasonable discretion, the use or Event is deemed to be contrary to law, a danger to public safety, harmful to the Theatre's equipment or facilities, opposed to decency or good morals, or detrimental to the reputation of CUNY. In such case, Lehman Stages or College may immediately dismiss or cause the audience or participants to be dismissed.
- .10 Obstruction. User may not obstruct any portion of the sidewalks, entries, vestibules, halls, elevators, or ways of access to public utilities of the Theatre, or use these areas for any purpose other than for entry and exit to and from the Theatre.
- .11 Hazards. User may not do or bring into the Theatre anything which is likely to endanger the life of, or cause bodily injury to, any person in the Theatre or which is likely to constitute a hazard to property in the Theatre. Lehman Stages or College may refuse to allow the performance of, or require the immediate removal of, any such things.
- .12 Reproduction. Audio, video, photographic and electronic recording and broadcasting of the Event, including press photo calls, are prohibited without the prior written consent of the Director of the Theatre and the artists involved in the Event. The installation and operation of any equipment used for approved broadcasting or recording must be approved in advance in writing by Director of the Theatre and the method of installation and operation of any such equipment is subject to the supervision of the Theatre's technical staff. User agrees to supply a qualified operator or operators at its own expense for the operation of such equipment.
- .13 Cancellation after Publication. If the Event must be cancelled after it is publicly announced, User must immediately notify the Director of the Theatre in writing. User is responsible for publicizing the cancellation. At the discretion of the Director of the Theatre, User may also be required to furnish a representative to be at the Theatre at least one hour prior to the cancelled Event's start time to welcome meet arriving patrons unaware of the cancellation. If User is unable to provide a representative, Lehman Stages will do so at User's expense. Lehman Stages has the right to determine in good faith whether conditions of inclement weather or emergency circumstances warrant cancellation of an Event. If Lehman Stages cancels event due to these circumstances, User shall not be responsible for Use fee and deposit will be refunded minus the cost of Theatre personnel assigned for that particular time period.

## 5.0 TECHNICAL TERMS AND CONDITIONS

- .1 Technical Requirements. User must provide Theatre's technical staff with all technical requirements and information regarding the Event at least two (2) weeks before the date of the first performance of the Event.
  - .1.1 This includes, but is not limited to, production schedule, light and sound plots, light hook-up, technical equipment requirements, order of production, running time, intermissions, ending time, and late seating policy.
  - .1.2 This also includes a complete written inventory of all equipment and material User will bring into the Theatre. The Theatre's Technical Coordinator has the right of approval, not to be unreasonably withheld, of the equipment and material, including all scenery, costumes, properties, lighting equipment, sound equipment and special effects equipment. The Technical Coordinator has the right of approval of the manner and location in which the equipment and material is temporarily installed. All equipment and material must comply with all applicable fire and safety codes, and other applicable rules and regulations of the City and State of New York, including standards established by the New York City Fire Department regarding flame-proofing. User must provide certification that scenery and soft goods have been flame proofed.
  - .1.3 Upon expiration or termination of this Agreement, User will remove all equipment and material that it brought onto the Theatre. User may not store equipment or material in the Theatre beyond the terms of this Agreement without prior written consent of the Director of the Theatre. User is responsible for the cost of removal and storage. User agrees that Lehman Stages will not be held liable for any damage to equipment or material so removed or stored. Absent prior written consent, equipment and material left in the Theatre by User after the term of the Agreement has expired will be deemed abandoned and will become the property of Lehman Stages or College.
- .2 Inventory. Equipment provided for use by User is limited to the Theatre's current inventory. User must provide at its own cost any required equipment not part of the Theatre's current inventory.
- .3 Theatre Equipment. The Theatre's technical staff must operate all Theatre equipment, except that lighting and sound consoles may be operated by User's employees or agents at the sole discretion of the Technical Coordinator of the Theatre and under Theatre staff supervision. The Theatre's fly system and elevators (including orchestra pit elevator) shall be operated by Theatre staff without exception.
- .4 Return of Equipment. All equipment supplied for use by User, including without limitation the Theatre's lighting plot, must be

returned at the conclusion of the Event in the same condition as received, reasonable wear excepted. In the event that any equipment is damaged or lost, User must, at Lehman Stages discretion, replace or repair the equipment or reimburse College for the cost of replacement or repair.

.5 Open Flames. Open flames, including but not limited to, cigarettes, cigars, candles and torches, are prohibited in the Theatre. Flammable materials and pyrotechnic devices are prohibited unless by permission of the Technical Coordinator of the Theatre in writing at least one month in advance of the first performance of the Event. If the Technical Coordinator grants this approval, User must secure at its own cost and present to the Technical Coordinator prior to the Event all permits and licenses required for the use of flammable materials and pyrotechnic devices.

.6 Confetti, artificial snow, glitter, feathers and helium balloons, as well as the use of tape on Theatre walls, doors and stage surfaces are prohibited except by prior written consent of the Technical Coordinator of the Theatre. User may not drive or place nails, tacks, screws and the like in any part of the Theatre without the Technical Coordinator's prior written consent.

.7 Theatre management will determine appropriate sound levels for all performances and may take corrective action should it deem sound levels to be inappropriate or harmful. Under no circumstances may sound levels exceed 110 decibels.

## 6.0 THEATRE PERSONNEL

.1 Personnel. The Theatre provides all backstage and front-of-house personnel for the Event, including but not limited to stagehands, ushers, cleaners, security, piano tuners, and box office personnel. User may not use outside paid or volunteer personnel to staff the Event without the prior written consent of the Director of the Theatre.

.2 Staffing Requirements. Lehman Stages has relied on information supplied by User regarding the Event to determine appropriate staffing requirements and applicable fees, as set forth in the invoice. Any additional staffing required by User must be arranged prior to the Event, and may require the payment of additional fees, which may be billed separately either before or after the Event. Lehman Stages reserves the right to schedule, at User's cost, whatever staff it deems reasonably necessary to maintain safety and order.

.3 Security. College will provide all security for the Event. See Section 10.

## 7.0 ADMISSION POLICIES

.1 Opening Time. The auditorium doors are opened and the audience admitted thirty (30) minutes before the scheduled performance time. User must have all set-up, sound checks, and any required warm-up or rehearsal procedures completed no less than sixty (60) minutes before the scheduled performance times, at which time the stage will be "closed" and the auditorium prepared for opening.

.2 Standing Room. Standing room is prohibited Patrons may not sit on the stage, in stage wings or in the aisles.

.3 Latecomers. Latecomers will be seated at the sole discretion of the Theatre's House Manager, and may be asked to sit in the rear of the auditorium until a pause in the performance or until intermission.

.4 Disruptive Patrons. Theatre management may remove disruptive patrons from the Theatre. User agrees that Lehman Stages and CUNY will not be liable in any way for damages incurred by the exercise of this right.

.5 Disabled Access. The Theatre has a specified number of wheelchair accessible seating locations, which are reserved for person with disabilities. User must inform the Director of the Theatre in advance of any ticket holders it is aware of with special needs so that the Theatre's staff may be adequately prepared to assist their visit to the Theatre.

## 8.0 COMPLIANCE WITH THE LAW

.1 Permits. User must, at its expense, procure in advance of the Event, and maintain during the term of this Agreement, any and all licenses, certificates and permits required for the proper and lawful conduct of the Event in the Theatre, including without limitation, any and all ASCAP, BMI and SESAC licenses and dramatic rights and other licenses and approvals required in connection with performance, display or other use of another's intellectual property, and all required affidavits of flame proofing (collectively, the "Permits"). Lehman Stages may require User to submit the Permits for inspection. User must at all times comply with the terms and conditions of each Permit.

.2 Laws. During the term of this Agreement, User must comply with all applicable laws, rules and regulations of Federal, New York State and New York City governments, including without limitation any law regulating smoking in public places, the regulations of the New York City Fire Department and the rules and ordinances of the New York City Board of Health, and all applicable College and CUNY rules, regulations and policies, whether now or hereinafter in force. User may not do or suffer to be done anything in or on the Theatre during the term of this Agreement in violation of any such laws, ordinances, rules, regulations and policies.

## 9.0 CARE AND MAINTENANCE

- .1 Good Housekeeping. User agrees to maintain good housekeeping at all times and will take good care of the Theatre and all fixtures and equipment located there. Upon expiration or termination of this Agreement, User must immediately quit and surrender the Theatre to Lehman Stages in the same condition as at the beginning of this Agreement, ordinary wear excepted.
- .2 No alterations. User may not make alterations of any kind to the Theatre or to any fixtures, furniture or equipment located in or on it. User may not install nails, hooks, or the like on the Theatre or otherwise do anything that will tend to injure or deface the Theatre.
- .3 Damage. User is responsible for any damage of any kind done to the Theatre or the fixtures, furniture and equipment in it as a result of the Event or otherwise relating to User's use or occupancy of the Theatre, including but not limited to damage resulting from misuse or unauthorized use of equipment, unauthorized alterations to the Theatre, graffiti, vandalism, excessive garbage and garbage which is improperly disposed of.

User agrees to pay, in addition any other amounts due under this Agreement, the amount of such damage or the amount necessary to put the Theatre, or its fixtures, furniture or equipment, as the case may be, in as good order and condition as at the beginning of this Agreement.

#### 10.0 SECURITY; RIGHT OF ENTRY

- .1 Cooperation with College. User will coordinate and cooperate with Lehman Stages and College in connection with security for the Event. All security for the Event is under the control and supervision of College.
- .2 VIPs. User must notify the Director of the Theatre of any public officials, VIPs or other individuals with special security requirements who are expected to attend the Event, as well as any other special security requirements.
- .3 Additional Measures. College may, at its sole discretion, require attendees of the Event to undergo additional security measures, including but not limited to, inspection by metal detector prior to being granted entrance to the Event.
- .4 Compliance. User must comply and must cause its agents, employees, performers, invitees, guests and members of the audience to comply, with all reasonable requests of Theatre management and College, including College security personnel, relating to the Theatre and operations thereon.
- .5 Right of Entry. The Theatre, including keys to it, is at all times under the control of College, and Lehman Stages, College and CUNY, their employees, officers, agents, and representatives, have the right at all times to enter any part of the Theatre.

#### 11.0 USE OF NAME; ADVERTISING

- .1 Use of Name. User may not hold itself out as representing the Lehman Stages, College or CUNY, in connection with the Event, nor may the names or logos of the Theatre, College, or CUNY be used by User for any purpose, including but not limited to use in any advertisement or other written or oral communication, except that User may provide the name and address of Theatre as the location for the Event exactly as follows: "The Lovinger Theatre, Lehman College, The City University of New York, 250 Bedford Park Boulevard West, Bronx, New York 10468, Box Office: (718) 960-8025, [www.lehman.cuny.edu/lovinger](http://www.lehman.cuny.edu/lovinger)."
- .2 Advertising. User may not post, exhibit or distribute any signs, advertisements, flyers, programs or similar materials of any description on any part of the Theatre, College or CUNY premises, without prior written approval of the Director of the Theatre, except that User may post such materials relating to the Event upon the billboards provided for such purpose by College. All such materials, as well as copy for press releases and public service announcements (PSAs), must be approved by the Director of the Theatre prior to posting, distribution, exhibition or other use. All such materials must clearly state that the Event is "Presented by [name of User]." Unauthorized postings will be removed.
- .3 Public Announcements. User may not publicly announce the Event until both parties have signed this Agreement and Lehman Stages has received the deposits agreed upon in Invoice.

#### 12.0 INSURANCE AND INDEMNIFICATION

- .1 Insurance. User must procure and maintain in full force during its use of the Theatre public liability insurance issued by a New York admitted carrier in good standing. The insurance must have limits of liability of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, combined single limit, for bodily injury (including death) and property damage, and must cover liability assumed under the Agreement. The policy must name Lehman Stages, College, CUNY, the Dormitory Authority of the State of New York, and the State and City of New York, as additional insured. No cancellation provision in any such insurance policy may be construed in derogation of the continuous duty of User to furnish insurance during the term of this Agreement. User must submit to Lehman Stages a certificate for the insurance at or prior to the commencement of this Agreement. The certificate of insurance must provide that the policy may not be cancelled or modified in any manner upon less than thirty (30) days prior written notice to Lehman Stages.
- .2 Assumption of Risk and Indemnity. User assumes all risks incidental to the Event and its use of the Theatre and is solely responsible for any and all accidents and injuries to persons (including death) and property damage or loss arising out of or in

connection with such activities to the extent caused by the actions of User, its directors, officers, agents, employees or others under its supervision, or performers. User agrees to indemnify and hold harmless Lehman Stages, College, CUNY, the Dormitory Authority of the State of New York, and the State and City of New York, and each of their directors, officers, employees, agents and assigns, from any and all suits, claims, demands, loss, damage, fines, liens, actions, costs or liability, including reasonable attorney's fees, to which any or all of them may be subjected and which arises out of or is in any way connected with User's use or occupancy of the Theatre or otherwise relating to this Agreement or the Event, unless caused by the negligence or willful misconduct of Lehman Stages, College, or their employees.

.3 Valuables. Neither Lehman Stages nor CUNY is responsible for any damage or loss, however occurring, of any property brought into the Theatre by User or User's employees, personnel, agents, performers or guests.

### 13.0 INSPECTION

User accepts the Theatre in the condition in which it is on the date User has signed this Agreement, acknowledging that it is in good order and condition and sufficient for the Event. User agrees that it has had full and adequate opportunity to inspect the Theatre and has done so to its satisfaction.

### 14.0 MISCELLANEOUS

- .1 Entire Agreement. This Agreement, including Invoice, contains all the terms and conditions agreed upon by User and Lehman Stages with respect to the Event and supersedes all prior discussions and agreements. This Agreement may not be amended, changed, modified, or altered without the written consent of both Lehman Stages and User.
- .2 No Assignment. This Agreement is not assignable by User either in whole or in part, nor may User enter into a sublicense regarding use of the Theatre or any part thereof without written consent of Lehman Stages.
- .3 Independent Parties. User signs this Agreement as an independent contractor and not as an employee or agent of Lehman Stages. Except for the contractual obligations set forth in this Agreement, Lehman Stages does not accept any responsibility for the supervision, direction, or control of User's employees and agents or for the manner by which User's employees and agents carry out the terms of this Agreement. Lehman Stages will not accept deliveries on behalf of User without prior arrangement.
- .4 Notices. All notices required by this Agreement must be in writing and must be given personally or by certified mail, return receipt requested, or by overnight courier service. Notices to User will be addressed to User's authorized representative. Lehman Stages designates the Director of the Theatre as its agent to receive notices intended for Lehman Stages. Notices will be deemed given when received, if given personally, or upon deposit with the United States Post Office or courier service, if delivered.
- .5 Governing Law. This Agreement is governed by the laws of The State of New York.
- .6 Authorized Signatories. The persons signing this Agreement have been duly authorized to do so.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

LEHMAN STAGES	USER:	_____
BY: DANTE ALBERTIE	BY:	_____
TITLE: DIRECTOR OF LEHMAN STAGES	TITLE:	_____
DATE: _____	DATE:	_____
SIGNATURE _____	SIGNATURE:	_____