

# LANDMARK THEATRE USAGE POLICY

## SECTION 1

### BASIC PROVISIONS

1. LESSEE acknowledges that LESSEE has not inspected the premises but accepts LANDMARK's representation that said premises and the building of which the same form a part are in good and satisfactory condition. Premises rental by LESSEE is "four walls," providing LESSEE only access to agreed upon space, exclusive of services, equipment, fixtures or personnel, which are available only at additional cost.
2. UTILITIES: LANDMARK will provide customary electrical power, water, air-conditioning and pre-event cleaning.
3. COMPLIANCE WITH LAWS: LESSEE shall comply with all Federal, State, and Local laws, rules and regulations.
4. TAX EXEMPTION: Not-for-profit, tax-exempt organizations shall submit to LANDMARK such tax exemption certificates as shall pertain. Such certificates will be required forty-five (45) days prior to initial usage. Such certificates will be kept on file by LANDMARK, although LANDMARK may require refiling from time to time.
5. LICENSE/PERMITS/COPYRIGHTS: LESSEE shall pay the fee for all licenses and permits necessary to conduct operations as specified in the Lease Agreement Contract. LESSEE shall 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 activities presented by LESSEE. LESSEE agrees to indemnify, defend and hold harmless LANDMARK from any claims or costs, including reasonable legal fees, which might arise from the questioning of use of any such material described above.
6. FIRE/SAFETY CODES: All sets, costumes, props, flash pots, laser lighting equipment, and any other materials used by 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. Lessee must advise Landmark prior to event if they intend to use fog/smoke/haze effects. The decision of the City of Syracuse Fire Department is final regarding the placement of any and all furniture, equipment and supplies, and the control and flow of the public in any public area or on stage and backstage. LANDMARK fire curtain line must be kept clear at all times. Pyrotechnics and open flame are only with the appropriate approvals of the Syracuse Fire Department. LANDMARK, at its discretion, may require evidence that all such codes have been observed and that operators have the required license(s).
7. INSURANCE:
  - a. PUBLIC LIABILITY: LESSEE shall carry comprehensive liability insurance in the amount of not less than \$1,000,000 for injury to any one person and \$1,000,000 for any one occurrence and property damage insurance to the amount of not less than \$1,000,000. Further, it is understood and agreed that the policy will not be cancelled or reduced or modified in any way adversely affecting the coverage provided with respect to LANDMARK. LANDMARK shall be named as additional insured and evidence of said insurance shall be furnished to LANDMARK prior to scheduled usage date. If said insurance is to be cancelled, LANDMARK shall be notified in writing at least ten (10) days

prior to said cancellation. The insurance company providing said insurance shall be licensed to do business in the State of New York.

- b. **WORKER'S COMPENSATION INSURANCE:** LESSEE shall carry Worker's Compensation Insurance as required under the provisions of New York State Law, and LESSEE shall furnish to LANDMARK written evidence of said insurance coverage. In the absence of written evidence of Worker's Compensation Insurance coverage, LESSEE shall, as a penalty for failure to supply paperwork, pay to LANDMARK \$100.00 per performance presented under the Lease Agreement Contract. PAYMENT OF PENALTY SHALL NOT LESSEN OR ALTER LESSEE'S OBLIGATION TO PROVIDE WORKER'S COMPENSATION INSURANCE.

If LANDMARK incurs any expense in excess of \$100.00 arising in any way from LESSEE's failure to carry Worker's Compensation Insurance, LESSEE shall compensate LANDMARK for those costs, including, but not limited to, costs of attorneys, court costs, costs of staff time, increases in insurance premiums and any other expenses of any kind.

- c. **INDEMNITY:** LESSEE shall indemnify, defend, and hold harmless LANDMARK, its officers, agents and employees against any and all liability, penalties, damages, expenses and judgments, loss or claim of injury to any person including, but not limited to, LESSEE's employees, or property (collectively, "Claims"), arising out of the use, occupation and control of leased premises by the LESSEE at any time during the terms of the lease or by reasons of any invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance except to the extent such Claims arise out of the negligence or willful misconduct of the LANDMARK, its officers, agents or employees. LESSEE shall have the right to defend any such suit and LANDMARK shall have a right, if it sees fit, to participate in any such defense.

LANDMARK shall indemnify, defend, and hold harmless LESSEE, its officers, agents and employees against any and all liability, penalties, damages, expenses and judgments, loss or claim of injury to any person including, but not limited to, LANDMARK's employees or property (collectively, "Claims"), arising out of the use, occupation and control of lease premises by the LESSEE at any time during the terms of the lease or by reasons of any invitation of personal or property rights, of every name and nature, and whether causal or continuing trespass or nuisance, except to the extent such Claims arise out of the negligence or willful misconduct of LESSEE, its officers, agents or employees. LANDMARK shall have the right to defend any such suit and LESSEE shall have a right, if it sees fit, to participate in any such defense.

- d. LANDMARK shall not be responsible for any damage to or loss of LESSEE's property, or that of the LESSEE's agents, employees or others, except to the extent such damage or loss arises out of the negligence or willful misconduct of LANDMARK or a building defect.
- e. LANDMARK shall sell tickets in advance of LESSEE sponsored events with the understanding that LANDMARK shall have no responsibility with respect to the loss or theft of any monies received, except to the extent such loss or theft arises out of the negligence or willful misconduct of LANDMARK.
8. **SECURITY:** LANDMARK retains the right to approve all security arrangements including minimum quantity of security personnel required, all of whom shall be paid by LESSEE. LANDMARK, at its discretion, may require such bonding as deemed necessary to be fulfilled at LESSEE expense. Firearms or weapons of any kind may not be carried, displayed or used by any person other than security personnel authorized by LANDMARK or the City of Syracuse. Except with respect to any security directly engaged by LESSEE and/or Artist, LANDMARK shall be responsible for preparing and implementing a security plan to protect all persons within the Syracuse Area Landmark Theatre ("Venue") and areas adjacent thereto (e.g., parking lots, plaza

areas, etc.), and LANDMARK shall hire, direct, supervise and assume responsibility for all security personnel. LANDMARK agrees and acknowledges that at no time and under no circumstance shall LESSEE be liable or responsible for the activities and/or actions of the parties providing such security services.

9. **DAMAGE/CLEAN-UP:** LESSEE shall be responsible for any and all damages to LANDMARK premises, fixtures or equipment and artists whether accidental or otherwise, arising out of the negligence or willful misconduct of LESSEE. At the conclusion of the lease, LESSEE shall immediately remove all LESSEE equipment (except as mutually agreed in writing by Lessee and LANDMARK) so LANDMARK may use the premises for its next regularly scheduled event. In no instance will LANDMARK assume any liability for LESSEE equipment left behind. LESSEE shall leave LANDMARK premises in the same condition as existed at the time LESSEE took possession, ordinary wear and tear excepted. Any additional charges incurred because of an unusual amount of post event clean-up will be borne by LESSEE. Protective coverings must be used whenever ladders or other equipment are placed against any of the decorative finishes of the LANDMARK including, but not limited to, the plaster frieze surrounding the boxes, the loge circle and the proscenium arch.
10. **PUBLIC SAFETY:** LESSEE shall neither encumber nor obstruct the sidewalks surrounding LANDMARK, the entrances to LANDMARK, nor aisles, walkways, halls and stairs of the leased premises, nor allow same to be obstructed or encumbered in any manner. This includes all fire exits, signage, pull stations, strobes, sprinklers and all other components of the fire safety systems. LESSEE further agrees not to bring onto the premises any material, substances, equipment or objects which are likely to endanger the life of, or cause bodily injury to, any person on the leased premises, or which might constitute a hazard to property thereon without prior approval of the LANDMARK. LANDMARK shall have the right to refuse or allow any such material, substance, equipment or objects to be brought onto the leased premises and have the further right to require immediate removal therefrom if found thereon.
11. **SUBLET/USE:** LESSEE may not sublet or assign this lease, except to a parent or affiliate under common control, and any purported assignment or sublease shall be void.
12. **FORCE MAJEURE:** If LANDMARK is damaged by fire or other casualty, or if the LANDMARK is not available on account of force majeure, such as Acts of God, strikes, lockouts, labor difficulties, explosions, sabotage, accidents, riots, civil commotions, acts of war or the threat of any of the foregoing, or other causes beyond the reasonable control of the LANDMARK or LESSEE, whether or not the same shall be similar or dissimilar to any of the specifications of excuse heretofore stated, neither party shall be responsible for any damages the other party may suffer thereby, and LANDMARK's sole obligation shall be to return to LESSEE the amount of the deposit paid by LESSEE upon the execution of the Lease Agreement Contract, and upon such refund being made, the Lease Agreement Contract shall be deemed cancelled and neither party shall have any claim or obligation to the other.

## **SECTION II**

### **TICKETS AND BOX OFFICE**

13. Intentionally omitted.
14. **ORDERING/SALE/ISSUING OF TICKETS:** LESSEE shall not cause to be produced, sold or otherwise issued any tickets to events presented in LANDMARK premises without prior knowledge and approval of LANDMARK.

15. **TICKETMASTER:** Tickets placed on sale at LANDMARK Box Office are issued through the Ticketmaster network of outlets and telephone charge service of Ticketmaster. Ticketmaster is the exclusive ticketing provider of the Landmark Theatre.
16. **BOX OFFICE SERVICE SUPPORT:** The Box Office service charge shall be paid by LESSEE for every ticket issued (sold) through LANDMARK Box Office only.
17. **LANDMARK PATRON SUPPORT:** Four dollars in direct patron support for LANDMARK shall be added to the price of each ticket issued (sold) (on or off LANDMARK premises) for events presented in LANDMARK premises as specified in the Lease Agreement Contract. LANDMARK reserves the right to reduce the patron support fee.
18. **PAYMENT OF BOX OFFICE RECEIPTS:** Box Office receipts received from Ticketmaster will be distributed at financial settlement after intermission. Payment of all receipts due but not at that time received from Ticketmaster will be distributed by LANDMARK as soon as received from Ticketmaster. Ticketmaster distributes each FRIDAY all receipts due from the preceding week.
19. **LESSEE TICKET REPRESENTATIVE:** LESSEE shall furnish LANDMARK the name, address, email address, and phone number(s) of LESSEE's designated ticket representative(s). Designated ticket representative(s) will be the only person(s) to receive ticket counts/financial information from LANDMARK Box Office personnel and will be the only person(s) allowed to observe ticket audit and financial settlement. Designated ticket representative(s) must be at or near the Box Office to resolve last minute ticket problems from one hour before the performance through the first intermission.
20. **BOX OFFICE HOURS:** Customary LANDMARK Box Office hours are 10:00 AM to 5:00 PM, Monday through Friday. Between Independence Day and Labor Day, the Box Office closes at 4pm. Box Office is also open two hours prior to performance starting time. Daily ticket sale reports will be available to LESSEE, generally between 11:00 AM and noon.
21. **BOX OFFICE ACCESS:** Access to LANDMARK Box Office is restricted to authorized LANDMARK personnel only.
22. **ADA COMPLIANT SEATING:** Seating is available for wheelchairs in Rows B, C, and Row O in the Left and Right sections of the main floor of the auditorium and in Row OO in the Left section.
23. **TICKET AGENCY FEES:** Any ticket agency fees incurred through the sale of tickets shall be borne by LESSEE.
24. **LESSEE TICKET RESPONSIBILITY:** LESSEE accepts complete financial responsibility for all tickets released to lessee or agents designated by LESSEE.
25. **NSF (NON-SUFFICIENT FUNDS) RESERVE:** When requested by LESSEE to accept checks, LANDMARK will retain a portion of Box Office income to cover the possibility of bad checks. The dollar amount retained will be based on the total dollar volume LANDMARK Box Office collects in LESSEE's behalf. This reserve will be returned to LESSEE, less any uncollected checks, 30 days after the date of final invoice.
26. **HOUSE SEATS:** LANDMARK reserves the right to hold a mutually agreed upon number of tickets for purchase.
27. **PREPARATION OF TICKETS FOR DISTRIBUTION:** LANDMARK requires 48 hours' notice to count and document tickets for pickup or distribution by LESSEE or LESSEE's agents. Request for tickets to be distributed must be received in writing or by email.

28. **COMPLIMENTARY TICKETS:** LANDMARK requires 48-hour advance notification and written authorization by LESSEE for any complimentary tickets requested by LESSEE from LANDMARK Box Office. LANDMARK will issue complimentary tickets/guest passes on day of event only with LESSEE's authorization in writing; no verbal authorization will be accepted. Written authorization must be presented by Box Office no later than three (3) hours prior to event starting time. Complimentary tickets will be limited to 40 per show unless otherwise agreed to at contract signing. Any complimentary tickets issued above this limit will be subject to the show's facility fee.
29. **DISCOUNTS/COUPONS:** LANDMARK Box Office must be notified in writing of any ticket price discount arrangements or coupons with not less than 48 hours' notice.
30. **CASH REQUIREMENTS:** If LESSEE requires any portion of financial settlement in cash, LESSEE must notify LANDMARK Box Office in writing not less than 48 hours in advance of scheduled settlement.
31. **REFUND OF TICKET REVENUE:** LANDMARK retains the right to make determination of ticket refunds for cause, in keeping with LANDMARK policy of retaining public faith. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable or better location is not possible, failure of projection equipment, failure of event to proceed within reasonable time of schedule provided by LESSEE.
  - a. In the event of cancellation, LESSEE shall provide funds to LANDMARK Box Office sufficient to cover refunds on all tickets sold by Box Office; LANDMARK Box Office will make refunds only on those tickets sold from LANDMARK Box Office. Tickets sold via Ticketmaster will automatically be refunded by Ticketmaster.
  - b. In the event a performance is rescheduled with a new date announced, unless otherwise specified, refunds or exchanges will be made available by request through point of purchase. Deadlines for refunds or exchanges shall be advertised in public media by LESSEE at LESSEE's expense. Unless otherwise stated, refunds will be made available by request up to 15 days prior to the rescheduled date. If there is any question whether ticket was discounted or not, LANDMARK Box Office will make the determination of amount to be refunded.
  - c. Unless otherwise directed, refunds will not be made available for postponed performances until a new date is announced
  - d. When talent on the ticket is unable to perform, patrons may request a refund including on night of show and up to 30 days past event. In such a case, LANDMARK has the right to withhold sufficient funds to cover any refunds sold from LANDMARK Box Office and Ticketmaster.
32. **BOX OFFICE/FINANCIAL SETTLEMENTS:** Performance ticket audit will be taken during performance immediately after closing of Box Office and financial settlement will commence 45 to 60 minutes after intermission. After all costs have been determined, either a bill for monies yet Due, a LANDMARK check, or an agreement to wire the balance of settlement will be presented to LESSEE accompanied with an invoice of charges in accordance with the terms of Lease Agreement Contract. If LESSEE prefers, a wire transfer may be initiated in lieu of a check the next business day with transfer information provided by the LESSEE. LESSEE-designated representative may observe performance ticket audit if desired. If LESSEE ticket representative is not present, LESSEE agrees to accept audit as presented by LANDMARK. Audit will be based on Ticketmaster computer reports, unsold tickets and cash on hand. Audit does not indicate attendance; for attendance count, a scan count can be made.
33. **DESCRIPTION OF PERFORMANCE:** LESSEE shall furnish LANDMARK Box Office prior to first day of public ticket sales a short, accurate description of the event for which tickets will be sold.

34. **TICKET SALES LOCATIONS:** Tickets for events at the Landmark Theatre will be sold at the LANDMARK Box Office, and through Ticketmaster telephone charge, web, and mobile service. LANDMARK Box Office is the only location in LANDMARK from which tickets, reservations, passes and the like shall be distributed. Exceptions to this are made for Ticketmaster based clients that are able to access the Secondary Box Office. Consignment sites and amounts can be agreed upon in advance of a show being on sale. LESSEE is responsible for all monies collected and for the return of unsold tickets. Any unsold tickets not returned to the LANDMARK Box Office are deducted from settlement. In the event the performance cancels, LESSEE is responsible for refunding patrons who purchased through consignment.
35. **RECEIPTS:** All receipts from ticket sales at LANDMARK Box Office will be deposited immediately in LANDMARK Box Office account.
36. **CHANGE OF TICKET REPRESENTATIVE:** If LESSEE must change ticket representative, LANDMARK shall receive written notification of the change not less than eight (8) hours prior to such change.

### **SECTION III**

#### **HOUSE OPERATIONS**

37. **LESSEE HOUSE/PERFORMANCE REPRESENTATIVE:** LESSEE shall furnish to LANDMARK the name, address, email address, and phone number(s) of house/performance representative designated by LESSEE to be the sole person authorized to make decisions or to negotiate on behalf of LESSEE with front-of-house staff of LANDMARK. This representative, who must be present at each performance, will be the sole person authorized to resolve problems and conflicts or to negotiate any alterations in house procedure(s) with LANDMARK Event Manager.
38. **WHEELCHAIR ACCESSIBILITY:** Information and assistance for patrons with disabilities are available to LESSEE from LANDMARK Event Manager and are available to the public from the LANDMARK Box Office and Ticketmaster. Seating for persons with mobility disabilities is available only on the main floor of the auditorium.
39. **TIME:** Unless otherwise agreed to, LANDMARK lobbies will be opened to the audience one hour prior to scheduled performance time(s). The auditorium will be opened to the audience at least 30 minutes prior to scheduled performance time(s). The event will begin at the time printed on the tickets unless agreed to in advance by both the LANDMARK and the LESSEE. If the program is two hours or longer, there shall be intermission 20 minutes in length. Specific arrangements to the contrary must be approved by LANDMARK and arranged with LANDMARK Event Manager. Events over two hours with no intermission will be subject to a "No Intermission Fee."
40. **PERSONNEL:** In consultation with LESSEE, and at LESSEE expense, LANDMARK will arrange for LESSEE such front-of-house personnel, ticket takers, stage crew and security personnel as LANDMARK deems necessary and appropriate. LESSEE may request additional personnel.
41. **FRONT-OF-HOUSE SUPERVISION:** LANDMARK reserves the right to supervise, through its Event Manager and House Captains, the services of all ushers (including, but not limited to, the number of ushers and their appearance and training.)
42. **CONCESSIONS:** LANDMARK reserves and retains to itself the exclusive right to operate, license or permit others to operate any and all concessions at, in or on LANDMARK premises. LANDMARK reserves the right to use such areas as are, in its opinion, necessary for such concessions. LANDMARK will determine which concessions shall be in operation during the

period of the Lease Agreement Contract.

Merchandise deal is 80/20% (90/10% on CDs/DVDs); Artist Sells. All concession vendors must display a valid Certificate of Authority to collect New York State Sales Tax. Concession vendors are responsible for the remittance of all sales tax.

LESSEE shall not vend or sell any food, liquor, soft drinks, candy or refreshment of any kind without permission of LANDMARK, nor shall LESSEE grant any concession rights to others. Notification of all intended concession sales must be given to LANDMARK in advance of the day they are to commence, and all sales materials must be ready to begin sales not later than one hour prior to scheduled starting time(s) of LANDMARK usage covered by Lease Agreement Contract.

No free samples of food, beverage or any other product may be given away or otherwise distributed without prior written approval of LANDMARK.

43. MARQUEE: The LANDMARK marquee is available to LESSEE on the day of LESSEE scheduled usage date; advance availability depends on LANDMARK schedule.

On the day of the event, only LESSEE's marquee banner will be on exclusive display from two hours prior to lobby doors opening through the end of the event.

Marquee banners are subject to review and editorial approval. If LESSEE requires graphic design services, we recommend placing your order one week in advance.

44. PHOTOGRAPHS AND RECORDERS: LESSEE shall notify LANDMARK in writing no later than 12 hours in advance of the curtain time to what degree staff should or should not enforce the taking of photographs and recordings. Unauthorized photography and recording is prohibited by New York State law. (Ref.: Sect. 31.01 N.Y. Arts and Cultural Affairs Laws).
45. STAFF RIGHT TO ENTRY: LESSEE shall afford LANDMARK staff the right to enter any part of LANDMARK at any time to perform official functions, provided LESSEE maintains reasonable control over onstage and dressing room access.
46. OPEN REHEARSALS: Any rehearsal at which more than 25 non-production personnel are in attendance will be considered a performance requiring additional rental fee to be paid by LESSEE.
47. SEATING ON STAGE: LESSEE shall 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.
48. SMOKING/WASTE: LESSEE will not permit smoking of any kind on premises. This includes e-cigarettes, vapes or other non-traditional smoking apparatus, and includes smoking of tobacco, cannabis, or other products. LESSEE further agrees not to suffer or commit waste on, or to, the premises.
49. ANIMALS: LESSEE shall not bring or keep or allow to be kept in LANDMARK, any animals with the exception of service animals. Upon written permission of LANDMARK, animals used in performance may be brought into LANDMARK only during acting rehearsal or performance.
50. COLLECTIONS: No collections, donations or solicitations of money or goods of any kind, whether for charity or otherwise, shall be made or attempted on LANDMARK premises without first obtaining written permission of LANDMARK.
51. DISTRIBUTION OF LITERATURE: The inclusion into programs or the distribution of any

literature, pamphlets, tracts, flyers or the like, unless pertaining directly to the content of, or personnel in, the performance (other than standard commercial advertising) is not permitted without written permission from LANDMARK. LESSEE may distribute literature on the streets so long as it does not interfere with the passage of people in and out of the entrance doors of LANDMARK. Bumper stickers or other stickers are not permitted on LANDMARK premises under any circumstances.

## **SECTION IV**

### **STAGE AND PRODUCTION**

52. **PARKING/PRODUCTION VEHICLES:** LANDMARK provides no guaranteed parking. Production vehicle parking shall be arranged by LESSEE only with approval from the Syracuse Police Department. Restricted, loading zone parking space for four vehicles is available at LANDMARK loading door; all other vehicles shall be placed elsewhere as directed by Syracuse Police Department.
53. **LANDMARK EQUIPMENT:** LANDMARK follow spotlights, and any lighting and sound equipment we may acquire, may be rented by LESSEE.
54. **SOUND/LIGHTING CONSOLES:** Sound and/or lighting consoles may be placed in the designated area in the rear of the Left Center section of the orchestra. LESSEE shall provide all supplies necessary and shall secure lighting and sound equipment and consoles to standards specified by LANDMARK and the Syracuse Fire Department. Please note the following:
  - a. Lighting/Sound “snakes”. For multi-reh/show events the Syracuse Fire Department requires that all snakes be run through the basement, not in the aisles. In no event are snakes permitted to interfere with fire exits. Please see LANDMARK technical information for details.
  - b. Sound reinforcement levels are not permitted to exceed 105dB
  - c. Please also note that the City of Syracuse imposes a “hard stop” of 11pm. LESSEE will incur significant penalties if program exceeds 11pm.
55. **UNION AGREEMENT:** LESSEE agrees to abide by any agreements or contracts currently in force between LANDMARK and labor unions. In the event LESSEE employs an orchestra or musicians, LESSEE shall negotiate with the applicable unions, but such negotiations shall in no way bind LANDMARK with respect to that event or future stage events.
56. **STAGEHANDS:** Only stagehands authorized by I.A.T.S.E. Local 9 are allowed to operate LANDMARK stage equipment; I.A.T.S.E. Local 9 requires 24 hours notice of cancellation of stagehand calls. If less than 24 hours notice is given for reasons other than a Force Majeure or LANDMARK’s default or breach, LESSEE will be charged a minimum five (5) hour call at the prevailing rate for each stagehand. Number of stagehands required is determined either by “yellow card” or, for non-yellow card events, by LANDMARK.
57. **FOOD/BEVERAGES FOR PERFORMERS:** LESSEE agrees that when food and beverages are required on LANDMARK premises for cast and/or crew, the only area in which such food and beverages may be served is in the Green Room or the backstage Musicians Room. All such food and beverage service shall be provided only with prior approval from LANDMARK by a licensed caterer who shall also be responsible for cleaning to LANDMARK standards the area in which

food and beverages are served. No glass (i.e. bottles, drinking glasses) is permitted onstage or in backstage areas. All liquor, beer and wine served in LANDMARK must be obtained through prior agreement with LANDMARK. Artist may provide tour caterer and shall pay no buyout for such right. In no event is cooking of any type allowed inside the premises.

58. LESSEE STAGE/PRODUCTION/TECHNICAL REPRESENTATIVE: LESSEE shall furnish to LANDMARK the name, address and phone number(s) of stage, production, technical representative designated by LESSEE to be the sole person authorized to make decisions or to negotiate on behalf of LESSEE with LANDMARK in regard to stage, production, technical considerations.
59. CAST PARTIES/RECEPTIONS: Parties and receptions are prohibited in the backstage area before, during or after an event at LANDMARK. Upon completion of performance, all guests and performers are asked to leave as soon as possible. Arrangements may be made with LANDMARK for receptions in the front of the house.
60. DELIVERY OF GOODS: Sets, costumes, and other materials belonging to LESSEE delivered prior to time covered by the Lease Agreement Contract will not be accepted by LANDMARK staff without written arrangements and additional charges paid by the LESSEE. LANDMARK makes no assurances that space will be available to receive materials arriving early. LANDMARK will not accept goods shipped to LANDMARK for LESSEE, or for any person claiming to be acting for LESSEE, if any sum is to be paid the carrier upon delivery thereof.
61. DRESSING ROOMS and KEYS:
  - a. For each dressing room key required, LESSEE agrees to pay a \$5.00 deposit which will be returned as keys are turned back to LANDMARK.
  - b. LANDMARK assumes no liability or responsibility for personal or LESSEE items left in Dressing Rooms.
  - c. Smoking and operation of steamers in Dressing Rooms, Production Offices, Green Room and all backstage hallways is **strictly prohibited**. LESSEE will be held responsible for delays or cancellation of event caused by fire alarms due to smoke or steam in these areas.
62. TIME: Time shall be of the essence of the Lease Agreement Contract 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 written permission of LANDMARK, and all such additional time shall be paid for according to the schedule of fees fixed by LANDMARK, if such permission is granted.
- ~~63. PRODUCTION TELEPHONE CHARGES:~~
64. STAGE MANAGER: LESSEE agrees to furnish a qualified Stage Manager to direct backstage activity or to accept at LESSEE expense the employment of such a Stage Manager as designated by LANDMARK.
65. BROADCAST RIGHTS: LANDMARK reserves all rights and privileges for audio and video recording and/or outgoing radio and television broadcasts originating from LANDMARK during the term of the Lease Agreement Contract. Should LANDMARK grant to LESSEE such privileges, LANDMARK has the right to require advance payment of any estimated related costs to LANDMARK and payment for said privileges in addition to rental fee. Such permission must be obtained in writing forty-five (45) days in advance of recording broadcast date. (Ref.: Section 31.01 N.Y. Arts and Cultural Affairs Law). All recording, broadcasting and photography must be approved in advance by Artist. Broadcasts, recordings of event, live streaming, etc. may incur additional Union costs to be borne by LESSEE.

## **SECTION IV**

### **PUBLICITY/PROMOTION/PRINTING/ADVERTISING**

66. **PLAYBILLS:** When LESSEE shall prepare and distribute printed playbills or programs to the audience, LESSEE shall include the following information regarding house operations and regulations:

- FOR YOUR INFORMATION –

**NO SMOKING:** Fire regulations strictly prohibit smoking in the theatre.

**FIRE/EMERGENCY NOTICE:** The exit sign nearest your seat is the shortest route to the street. WALK TO THAT EXIT.

**LOST AND FOUND:** Articles can be claimed at the Box Office.

**PHOTOGRAPHS AND RECORDERS:** Cameras and recording devices, for commercial use, are forbidden in the theatre by Section 31.01 of the N.Y. Arts and Cultural Affairs Law. Violators may be ejected from the premises, and they may be held liable for damages.

**BOX OFFICE:** The Landmark Theatre Box Office is open 10 AM to 5 PM weekdays. (Phone 315-475-7980.) Box Office will open two (2) hours before show time.

**TOURS:** Tours for groups may be arranged by appointment only by calling 315-475-7979.

**PERSONAL APPAREL:** The management is not responsible for personal apparel or property.

**RESTROOMS:** Located downstairs in the Walnut Room, on the main level, and upstairs off the mezzanine promenade. Wheel-chair accessible bathrooms are accessible on the main floor.

67. **ANNOUNCING TICKET SALES:** All publicity must include the statement, “prices subject to service charges.” In case of cancellation by the LESSEE for reasons other than a Force Majeure or LANDMARK’s default or breach, it shall be the responsibility of LESSEE, at LESSEE expense, to make reasonable public announcement of the cancellation by all means commercially reasonable including all daily newspapers, news departments of television stations and radio stations through which paid advertisements originally announcing the event were broadcast, and social media. Release of advertising prior to the availability of tickets at the LANDMARK Box Office, or failure to designate the specific date that tickets are to go on sale, will result in additional charges to LESSEE.
68. **TELEPHONE NUMBER:** LESSEE shall be permitted to use the LANDMARK Box Office telephone number in advertising only if the Lease Agreement Contract provides for the sale of LESSEE tickets by the LANDMARK Box Office.
69. **CORRECT ADVERTISING COPY:** LESSEE agrees that all advertising (newspaper, radio, television, posters, heralds, flyers, brochures) will contain the following information:
- A. The true and correct name of the presenting agency or organization
  - B. The correct institutional name of “Landmark Theatre.”
  - C. The true and correct date and time of the event.

70. **POSTERS/PHOTOGRAPHS:** To aid in advance publicity, LANDMARK maintains showcases at the theatre. As space permits, LANDMARK will make these available to the LESSEE up to thirty (30) days prior to the event. All posters become the property of LANDMARK and will be taken down after the last performance. Size of individual posters is limited to 51 inches high x 36 inches wide for inside showcases; two outside showcases will accommodate 3 sheets (72 inches high x 36 inches wide). All posted announcements must carry the full name of the organization(s) sponsoring the event and correct advertising copy. Posters in other sizes may be accommodated based on availability. Posters hosted in excess of thirty days will be subject to additional costs.
71. **OBJECTIONABLE MATERIAL:** If event(s) presented in association with the Lease Agreement Contract contain any material that may be viewed by any segment of the community as being morally objectionable, LANDMARK reserves the right to require LESSEE to include in all advertising a phrase, acceptable to LANDMARK, alerting the public to sensitive nature of the theme, actions or content.

## **SECTION IV**

### **LOBBY/PROMENADE USE**

72. Lobby usage that exceeds scheduled time limits (including clean-up and take-down) will be charged an additional \$450.00 per hour to cover additional expenses and staff time.
73. There will be at least one LANDMARK staff member on premises at all times, and that staff member has right of entry to all LANDMARK areas at all times, provided LESSEE maintains reasonable control over onstage and dressing room access.
74. Furniture and equipment on LANDMARK premises will be rearranged, moved or installed only under the supervision of LANDMARK staff members.
75. Only LANDMARK staff members will install LANDMARK equipment. Extra material and equipment installation and take-down will be the responsibility of LESSEE during times specified in the Lease Agreement Contract. Overtime for set-up will be charged at \$150.00 per hour.
76. The walls of the premises shall be protected at all times. No materials may be taped onto or nailed into walls; no furniture shall be leaned or stored against walls. All decorative materials must receive prior approval of LANDMARK.
77. The City of Syracuse Fire Department does not allow smoking in the LANDMARK building.
78. LESSEE shall leave the premises in the same condition as received by LESSEE upon entering, ordinary wear and tear excepted. LANDMARK will provide plastic bags for LESSEE use in cleanup and will designate where bagged trash is to be stored.
79. Catering services, when involved, shall provide table linens, utensils and all equipment required for catering operations. Catering personnel shall adhere to regulations specified in the Lease Agreement Contract and LANDMARK Theatre Usage Policy.

## **SECTION VII**

### **FINANCIAL**

80. **NON-PRODUCTION RELATED ACTIVITIES (NPRA):** Are requirements placed on LANDMARK,

its equipment and employees by the LESSEE when it is necessary to record or broadcast rehearsals and performances.

81. PENALTY FOR LOSS OF INCOME: Intentionally omitted.
82. PENALTY FOR LATE PAYMENT: When final payment is not received as prescribed in the Lease Agreement Contract, a late payment service charge on the unpaid balance at two percent (1.5%) per month will be added to the amount due.
83. INSUFFICIENT BALANCE: If in the estimation of LANDMARK management, there will be insufficient funds in the box office account to satisfy LANDMARK expenses, an additional deposit will be required no later than 72 hours before the event.