

# Oskar Schindler Performing Arts Center (OSPAC)

## Rules and Regulations

The following Rules and Regulations shall apply for all uses and any Sublicensee of the Premises known as the Oskar Schindler Performing Arts Center ("OSPAC"). All Rules and Regulations are subject to change with approval of the Township of West Orange. Capitalized terms not defined herein are defined in either the License Agreement or the Sublicense Agreement.

- 1. Staff:** Sublicensee shall utilize a prepared, certified or licensed personnel with regard to any electrical systems at the Premises. **Additional technical staff as described in the sublicense agreement**
- 2. Supervisory Personnel:** Sublicensee will be held responsible for the proper use of OSPAC. It must provide sufficient supervision to monitor the conduct of all the persons attending and shall insure that the activities are confined to the areas and hours requested and agreed upon in the application. Sublicensee must identify a site manager who will be at OSPAC during the entire term of the license. **Additional site managers as described in the sublicense agreement**
- 3. Loss or Damage:** In the event that property loss or damage is incurred during such use or occupancy the amount of damages shall be determined by the Township and Licensee and a bill for damages will be presented to the Sublicensee. To avoid conflict as to any loss or damages, a pre inspection will be made and a post performance inspection will also be completed. Both the pre and post inspection must be signed off by an authorized representative of Licensee.
- 4. Approval of Sublicensee:** All applicants requesting use must be approved by Licensee.
- 5. Cancellations:** A written request for cancellation must be received no less than thirty (30) days in advance of the agreed upon starting time. Failure to cancel shall obligate the applicant to pay a custodial service fee and any other expenses incurred. Cancellation shall be permitted more than thirty (30) days of load in for performance fifty (50%) percent of deposit will be forfeited for cancellation. The full contract amount will be due for any cancellation within the thirty (30) day period before the performance. Rain dates, **if applicable**, will be declared in the sublicense contract. Sublicensee shall be responsible for payment in the event of weather delays or cancellations. Neither Township nor LICENSEE shall be held responsible for cancellations due to causes beyond its control, such as strikes, lockouts or force majeure. Weather rescheduling shall be subject to Licensee's schedule and availability. No guarantees exist as to rescheduled dates.
- 6. Safety Coverage:** All Sublicensees must provide spectators insurance listing the Township and Licensee as additional insureds. Sublicensee is responsible for arranging and paying for the appropriate safety coverage. Sublicensee must present proof of insurance coverage to the Licensee and Township Business Administrator **at the time the sublicense agreement is signed** least three (3) business days in advance of all usage.

7. **Safety Regulations:** Sublicensee must comply and observe all local, state and federal safety regulations and laws at all times.
8. **Drinking, Drugs, Profane language and Smoking:** The sale and/or use of alcoholic beverages, drugs, tobacco products, profane language or gambling in any form is strictly forbidden at all times. **Subject to the details of the sublicense agreement**
9. **Custodial/Supervisory Care:** Adequate custodial service is mandatory. Each Sublicensee using OSPAC must assign sufficient custodial/supervisory personnel for continuous duty during the time agreed upon in the application. The Licensee will indicate the number of custodians required dependent upon the size of the event, the day of the week, and the set up required. The Sublicensee will be charged the current custodial rate. The fee to be charged will be based on when the custodian reported for the event and until he or she has finished the necessary cleaning up at the conclusion of the event with a minimum charge of four (4) hours. This paragraph shall not apply to West Orange Township events where custodial services are provided by the Township. Approval of custodial services provided by Sublicensee must be approved by Executive Director prior to such services being utilized showing adequate liability insurance for such service.
10. **Fees:** All checks shall be made payable to Licensee. A non-refundable deposit of 50% of the total cost for the rental agreement must be paid by the applicant at the time that the agreement is made which can be entered into no later than 30 days prior to the first day of rental period. There shall also be a security deposit in an amount fixed by Licensee. For each rental all or a portion of the deposit will be returned at the conclusion of the contract unless the Licensee finds cause to retain it for loss or damage in or to the facility or property. Final payment is due two (2) days before load in. Billing for remaining rental fees, technical cost, custodial cost and other expenses from the rental agreement will be sent upon completion of the event. Payment of these services will be expected within ten (10) days of the billing date.
11. **Written Material:** All written material including advertisements, brochures, etc. must be approved by Licensee before issuance.

All media and promotional materials released on behalf of the Sublicensee organization must refer to OSPAC in the following manner:

- a) To be performed (or held) at the Oskar Schindler Performing Arts Center

4 Boland Drive West Orange NJ 07052

12. **Liability Coverage and Indemnification:** In consideration for allowing the use or license of OSPAC, the Sublicensee shall covenant and agree at all times to indemnify and hold harmless the Township and Licensee, its board, officers and employees, to the fullest extent permitted by law, from any claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees and legal costs, arising out of the use of these rental Premises and all Licensee facilities, by the Sublicensee, its officers, employees, agents, representatives, contractors, customers, guests, and invitees.

**Insurance:** As evidence of its financial ability to indemnify the Township and Licensee, during the term of this agreement, the Sublicensee shall obtain and pay premiums for Commercial General Liability insurance protecting the parties hereto, their agents, officers, elected officials, representatives, or employees because of bodily injury, property damage, personal injury or products liability incurred by the parties in the performance of the terms of this lease, such policy to provide limits not less than \$1 million per occurrence. A Certificate of Insurance naming Township and Licensee as an Additional Insured shall be provided upon signing of the Sublicense Agreement. Such insurance contracts shall be with companies acceptable to Licensee.

The insurance certificate shall require ten (10) days prior written notice to all parties hereto of any cancellation. Sublicensee shall be responsible to obtain its own liability coverage for theft or other such casualty loss. Licensee and the Township shall not be held responsible for any loss to the personalty of Sublicensee.