



**Crossroads Theatre Building**  
**7 Livingston Avenue, New Brunswick, New Jersey 08901**

**NEW BRUNSWICK CULTURAL CENTER**  
**USAGE POLICY**

This Usage Policy is part of the Rental and Services Agreement for the Crossroads Theatre Building, New Brunswick, and the rules herein must be adhered to absolutely by the Lessee. This agreement is between the New Brunswick Cultural Center, Inc. ("NBCC") as lessor, and the Lessee, as that term is defined in the Rental and Services Agreement to which this Usage Policy is appended. For purposes of this Agreement, the Crossroads Theatre Building includes all its appurtenant spaces.

Should Lessee be found in violation of any of the provisions of this Usage Policy, NBCC will immediately consider the Rental and Services Agreement null and void, and Lessee will forfeit all deposits and other advance payments made to NBCC and be liable for all rental fees and other expenses (including legal fees) incurred, whether or not the use actually occurs.

The aforementioned Rental and Services Agreement and this Usage Policy constitute the only agreement between the parties relative to the Crossroads Theatre Building, and no oral statements or prior written matter shall have any force or effect.

The Crossroads Theatre facilities are owned and managed by the New Brunswick Cultural Center, which has its office at 7 Livingston Avenue, 4<sup>th</sup> Floor, New Brunswick, New Jersey, 08901.

It shall be the responsibility of the Lessee to completely inform the agents or employees of Lessee concerning these rules and regulations.

**Crossroads Theatre Building checks:** Checks for rent and other expenses billed to Lessee should be made payable as provided in Section 3 of the Rental and Services Agreement.

**SECTION I : BASIC PROVISIONS**

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

**2. HEAT, ETC.:** As part of this Agreement, NBCC will provide heat and air conditioning, electrical power, water, and normal pre - and post-event cleaning.

**3. SUBLET/USE:** Lessee may not sublet any rented space(s), or in any way assign the rented space(s) to any other person or organization. Lessee may not utilize the rented space(s) for any purpose other than that which is specified in the Agreement.

**4. COMPLIANCE WITH LAWS:**

**A. Compliance with Laws:** No activities in violation of Federal, State, or local laws, ordinances, rules, or regulations shall be permitted on the Crossroads Theatre premises, and it shall be the responsibility of the Lessee, while under the terms and period of the Rental and Services Agreement, to enforce this provision.

**B. License/Permits/Copyrights:** The Lessee shall obtain and pay the fee for all licenses and permits necessary to conduct operations specified by the Rental and Services Agreement. The Lessee will assume all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes, or dramatic rights used on or incorporated in the event. Lessee agrees to indemnify, defend and hold harmless NBCC from any claims or costs, including legal fees, which might arise from the questioning of use of any such material described above. NBCC may require evidence of such licenses being in effect.

**C. Fire/Safety Codes:** No pyrotechnic equipment maybe used in a performance or event without permission from NBCC and all sets, costumes, props, flash pots, laser lighting equipment, and any other materials used by the Lessee must conform to all existing fire and safety codes. The provisions of the fire prevention code that prohibit smoking, flammable decorations, open flames, and explosive or inflammable fluids, gases, requires license(s) and compounds must be observed. NBCC requires written evidence that all such codes have been observed.

**D. Non-Citizen:** Should the artist(s) to be represented by the Lessee be a non-citizen, individual, partnership, or corporation, the Lessee expressly agrees to perform all obligations and to assume all liabilities as the withholding agent pursuant to the requirements of Section 1441 and 1442 of the Internal Revenue Code and the Federal Regulations promulgated thereunder.

## **5. LESSEE TO PROVIDE TO CENTER:**

**A. Tax Exemption:** Non-profit, tax-exempt organizations shall submit to NBCC such tax exemption certificates as shall pertain. The Lessee must return copies of such certificates with the Rental and Service Agreement at the time of first use. NBCC will keep such certificates on file, and may require re-filing from time to time.

**B. Signed Contract for Act:** Lessee agrees to furnish NBCC, at the time of Rental and Services Agreement signing, a copy of the signed contract between Lessee and the act to be presented, including any technical riders to the contract. Portions of the contract concerning financial arrangements with Lessee may be excised.

## **6. INSURANCE**

**A. Public Liability:** Lessee shall carry comprehensive liability insurance in the amount of not less than \$1,000,000 (one million dollars) for injury to any one person and \$2,000,000 (two million dollars) for any one occurrence and property damage insurance in the amount of not less than \$2,000,000 (two million dollars); and automobile insurance for any owned, non-owned or hired vehicles by lessee in amount of \$1,000,000 (one million dollars). 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 the Crossroads Theatre Building. Evidence of said insurance shall be furnished to NBCC, in writing, a minimum of thirty (30) days prior to the first scheduled use of the facility. If said insurance is to be cancelled, NBCC 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 Jersey. NBCC SHALL BE NAMED AS ADDITIONAL INSURED.

**B. Worker's Compensation:** Lessee shall carry worker's compensation insurance when required under the provisions of the New Jersey Workman's Compensation Law. Such evidence of insurance shall be provided to NBCC as described in the preceding paragraph.

**C. Indemnity:** The Lessee shall indemnify, defend, and hold harmless NBCC and their respective officers, agents, and employees against any and all liability, penalties, damages, expenses, and judgments, or loss of expense which may arise by reason of any damage, injury, death, or claim of injury to any person including, but not limited to, Lessees' employees, patrons, guests, or invitees, or property, of any nature arising out of

the negligent acts or omissions of Lessee, its employees or agents, and arising out of the use, occupation, and control of the leased premises, or the streets, alleys, and sidewalks adjacent thereto by the Lessee at any time during the terms of the Rental and Services Agreement or by reason of any invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance and any other claim for damages arising at law or equity. The Lessee shall have the right to defend any such suit with attorneys acceptable to NBCC. NBCC shall have a right, if it sees fit, to participate in such defense. NBCC shall indemnify Lessee similarly for claims arising out of the negligent acts or omissions of NBCC, its employees or agents.

**C. Lessee's Property:** NBCC will not be responsible for any damage or loss to Lessee's property, or that of the Lessee's agents, employees, etc., no matter what the cause of such damage or loss, unless due to the negligence of NBCC. Lessee shall provide for, from any insurance carriers providing insurance coverage for property and workers' compensation, a waiver of subrogation in favor of NBCC.

**7. PUBLIC SAFETY:** The Lessee shall neither encumber nor obstruct the sidewalk in front of the premises, or the entrance to halls, stairs, lobbies, and audience chambers, nor allow the same to be obstructed or encumbered in any manner. Lessee further agrees not to bring onto the premises any material, substances, equipment, or object which is likely to endanger the life of, or cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon. NBCC shall have the right to refuse to allow any such material, substances, equipment, or object to be brought onto the premises and the further right to require its immediate removal therefrom if found thereon.

**8. CANCELLATION:** In case of cancellation by Lessee, it shall be the responsibility of the Lessee to make reasonable public announcements, at Lessee's expense, concerning the cancellation. This should occur as soon as possible following the cancellation by all means available. This includes daily newspapers and radio stations on which paid advertisements for the event were run. These announcements should be made with the frequency necessary to ensure that the public will become informed, and a representative of the Lessee must be present on the night of the scheduled performance to personally greet those who were not informed.

**9. INTERRUPTION OR TERMINATION OF SHOW:** NBCC shall retain the right to cause the interruption of any performance in the interest of public safety and to likewise cause the termination of such performance when, in the sole judgment of NBCC, such act is necessary in the interest of public safety.

**10. EVACUATION OF FACILITY:** Should it become necessary in the judgment of NBCC to evacuate the premises for reasons of public safety, the Lessee will retain possession of the premises for sufficient time to complete presentation of the activity without additional rental charge. This is providing such time does not interfere with another lessee, or previously scheduled activities at the Crossroads Theatre Building. If, at the discretion of NBCC, it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the discretion of NBCC. This will be based on the situation, and the Lessee hereby waives any claim for damages or compensation from NBCC.

**11. SECURITY/BONDING:** NBCC will provide basic security for the facilities at Lessee's expense. NBCC, at its discretion, may require such bonding as is deemed necessary by it and may require additional security guards, in its sole discretion, to be charged to the Lessee.

**12. DAMAGE/CLEANUP RESPONSIBILITY:** Lessee shall be responsible for any and all damages to the Crossroads Theatre Building caused by acts of Lessee or Lessee's agents, employees, patrons, guests, and artists, whether accidental or otherwise. Lessee further agrees to leave the Crossroads Theatre premises in the same condition as existed on the date Lessee took possession, ordinary wear and use accepted. Any additional charges incurred because of an unusual amount of post-event clean up will be borne by the Lessee.

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### 3. FINANCIAL:

**A. Non-production Related Activities (NPRA)** are requirements placed on the Crossroads Theatre Building, its equipment and employees by the Lessee when it is necessary to record or broadcast from the Crossroads Theatre Building. The NPRA rate is an element of rent and is based on the Rental Rate Schedule. The computation of the NPRA is as follows: A ten percent (10%) increase in rent when audio recording or broadcast is required, and a twenty-five percent (25%) increase in rent when visual recording or broadcast is required.

**B. Not Sufficient Funds Reserve:** When the State Theatre Box Office is the ticket seller; NBCC may retain a portion of the box office income to cover the possibility of bad checks. NBCC agrees to follow good business practices in accepting checks. The actual dollar amount retained will be based on the total check value collected in the Lessee's behalf and not more than five percent (5%) of that value. This reserve will be returned to the Lessee, less any uncollected checks, twenty (20) days after the date of the performance.

**C. Contingency Fund** of five percent (5%) of total estimated additional rent charges may be held from receipts when the State Theatre Box Office is the ticket seller (or required in advance) to allow for variations between estimated and actual invoice in cases where Lessee wishes to settle on the night of performance.

**D. The Federal ID Number** for NBCC is 22-2456189.

**E. Penalty for Loss of Income:** When a performance lasts one hour or longer, and there is not a minimum of a 15-minute intermission, a penalty of \$200 (two hundred dollars) will be levied to cover the loss of income from bar sales. Specific arrangements to the contrary must be made in advance with NBCC.

**F. Penalty for Late Payment:** When final payment is not received as prescribed in the Rental and Services Agreement, a late payment service charge on the unpaid balance at 1 1/2% per month will be added to the outstanding debt.

**G. Outside Services Surcharge:** NBCC will levy a ten percent (10%) handling charge on goods and services procured by NBCC on behalf of the Lessee.

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### SECTION II: TECHNICAL

**1. OPERATION AND MANAGEMENT OF CROSSROADS THEATRE BUILDING:** The operation and management of the Crossroads Theatre Building is solely under the direction of NBCC and its agents. The Lessee will defer to and coordinate with this representative all matters pertaining to the operation of the theater and stage management. Lessee will provide this representative with all technical requirements of the engagement, direct contact with the road manager, stage manager, or other persons responsible for the Act, and any and all special requirements of the visiting artist(s) not less than twenty (20) days prior to the period covered by the Rental and Services Agreement.

**2. BROADCAST RIGHTS:** NBCC reserves all rights and privileges for outgoing radio and television broadcasts originating from the Crossroads Theatre Building during the term of the Rental and Services Agreement. Should NBCC grant to Lessee such privilege, NBCC has the right to require advance payment of any estimated related costs to NBCC and may also require payment for said privilege in addition to rental fee. Such permission must be obtained in writing 30 days in advance of broadcast date.

**3. RECORDINGS:** Lessee agrees that no recording, either visual or audio, of any kind, will be made of the event covered by this Agreement without prior written approval from NBCC. NBCC has the right to payment for said privilege.

#### **4. DELIVERY OF GOODS:**

**A. Sets, costumes, and other materials** belonging to the Lessee delivered prior to contracted time will not be accepted by NBCC staff without prior agreement. NBCC makes no guarantee that space will be available to receive materials arriving early.

**B. NBCC will not accept any goods** shipped to the Crossroads Theatre Building for the Lessee, or for any person claiming to be acting for the Lessee, if any sum is to be paid the carrier upon delivery thereof.

**5. SOUND/LIGHTING CONSOLES:** NBCC places strict limits on the installation and operation of sound and/or lighting control consoles in the audience chamber of the Crossroads Theatre Building, the installation of which must be approved by NBCC.

**6. TIME:** Time shall be of the essence of this Rental and Services Agreement and the time herein granted shall not be extended for the occupancy or use of the premises or for the installation or removal of equipment without the written permission of NBCC. All such additional time shall be paid for according to the schedule of fees fixed by NBCC, if such permission is granted.

**7. TECHNICAL PERSONNEL:** Only authorized personnel are allowed to operate any of the Crossroads Theatre Building theater equipment. Authorization is the responsibility of NBCC. NBCC requires twenty-four (24) hours notice of cancellation of personnel calls. If less than twenty-four (24) hours is given, the Lessee will be liable for a minimum four (4) hour call at prevailing wage rate.

**8. TELEPHONE CHARGES:** Any expenses incurred by NBCC for telephone charges made necessary to properly execute Lessee's event will be paid for by Lessee.

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#### **SECTION III: HOUSE/PERFORMANCE**

**1. LESSEE REPRESENTATIVE:** At the time of execution of the Rental and Services Agreement, Lessee will furnish NBCC the name, address, and telephone number of the Lessee's representative. This representative will then be the sole person authorized to make decisions or to negotiate with NBCC staff. This representative, who must be present at each performance, will then be the sole person authorized to resolve problems and conflicts or to negotiate any alterations in performance procedure with NBCC staff. This representative must be fully authorized to act for and execute documents on behalf of the Lessee.

**2. NBCC REPRESENTATIVE:** NBCC will furnish at each performance a Theatre Manager under the direction of the Director of Operation, to supervise the overall House operation. The authority of the Theatre Manager is absolute with regard to times of opening the lobby, opening the House, start of program, length of intermission, safety of staff and audience, and protection of the facility.

**3. PERSONNEL:** NBCC will arrange for, at Lessee's expense, front-of-house staff, security and any other personnel deemed fitting and necessary. NBCC reserves the right to engage and supervise the services of all Front-Of-House staff, their number, appearance, and training. Security will be determined by NBCC. Variance from this procedure must be secured from NBCC not less than ten (10) days prior to the date of performance.

**4. TIME:** The theater lobbies will be opened to the audience one hour prior to scheduled performance time. The audience chamber will be opened one-half hour prior to scheduled performance time. The program will begin at the time printed on the tickets. If the program is two hours or longer, there shall be a minimum fifteen (15) minute intermission. Specific arrangements to the contrary must be made in advance with the Theatre Manager.

**5. SIGNS/POSTERS/BANNERS:** No sign, poster, banner, or other display material will be attached to the doors, walls, windows, or other interior or exterior surface of the Crossroads Theatre Building, unless approved by management.

**6. SECURITY:** Firearms of any kind may not be carried, displayed or used by any person other than security personnel authorized by NBCC.

**7. LIST OF PERFORMERS:** Lessee shall provide a list of names of performers and the Lessee's employees to the Director of Operations for use at the stage entrance. Only authorized persons will be admitted on the date of the performance.

**8. PUBLIC AREAS:** Lessee agrees to abide by the discretion of the Director of Operation concerning activities and decorum of those persons acting on behalf of Lessee in public areas.

**9. STAFF RIGHT OF ENTRY:** NBCC staff has the right to enter any part of the theater at any time.

**10. FUTURE ATTRACTIONS:** NBCC reserves the right to distribute to the audience, announcements and literature concerning future attractions to be held at NBCC venues, whether such attractions are under the auspices of the Lessee or not.

**11. OPEN REHEARSALS:** Any rehearsal at which more than twenty-five (25) non-production personnel are in attendance will be considered a performance and an additional rental fee must be negotiated with NBCC.

**12. SEATING ON STAGE:** The Lessee will not permit or cause to permit seating on the stage, stage wings, or in the aisles. The sole exception to this restriction is when the audience is a planned and integral part of the production and has been approved in advance by the Director of Operations.

**13. PATRONS WITH DISABILITIES:** Reserved seat tickets for patrons using wheelchairs are available. Accommodations for patrons using wheelchairs must be made with the Director of Operation twenty-four (24) hours in advance. The Lessee assumes the responsibility for making immediate seating adjustments for patrons with impaired mobility that have inadvertently been sold loge, box, balcony, or gallery seats. Limited parking for patrons with disabilities is available in front of the State Theater; if additional parking space is required, arrangements must be made with the Director of Operation. NBCC welcomes any additional services that lessee would like to provide to its patrons. These services - i.e., large print programs, audio description, sign interpretation - must be approved by NBCC prior to event.

**14. SMOKING/WASTE:** Lessee will not permit smoking anywhere in the Crossroads Theatre Building. Lessee further agrees not to suffer or commit any waste on the premises.

**15. FOOD AND BEVERAGE:** The Lessee agrees that where food and beverages are required on premises for cast and/or crew, the only area where food and beverage may be served is in the backstage dressing room area. Food and beverages are not permitted in the audience chamber; there shall be no exceptions to this rule. NBCC reserves the right to charge the Lessee for any damage caused by allowing food and/or beverages in the audience chamber or for additional cleaning charges caused by allowing food and/or beverages in the audience chamber.

**16. LODGING FORBIDDEN:** The Lessee is prohibited from using the Crossroads Theatre Building as a sleeping or lodging accommodation.

**17. ANIMALS:** Lessee will not bring or allow to be kept in the Crossroads Theatre Building any animals. Animals used in performances may be brought into the Crossroads Theatre Building only during actual rehearsal or performance.

**18. COLLECTIONS:** No collections, donations, or solicitations of money or goods of any kind, whether for charity or otherwise, shall be made or attempted on the Crossroads Theatre Building without first obtaining written permission of NBCC.

**19. DISTRIBUTION OF LITERATURE:** The Lessee is granted a lease for the purpose described in the Rental and Services Agreement. The inclusion into the program or the handing out of any literature, pamphlets, flyers, etc., not directly pertaining to the content of the performance (other than standard commercial advertising) is not permitted without written permission of NBCC.

**20. CONCESSIONS:** NBCC reserves and retains the right to operate, license, or permit others to operate, during the period of the Rental and Services Agreement, any and all concessions, including, but not limited to, sale of food, beverages, and other merchandise not specifically granted to the Lessee. NBCC reserves the right to use such areas as are, in its opinion, necessary for such concessions, and will determine which concessions will be in operation during the period of the Rental and Services Agreement.

**21. CONCESSION BY LESSEE:** When permission is granted to Lessee to operate a concession, NBCC will receive thirty percent (30%) of all gross sales. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior approval of NBCC.

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#### **SECTION IV: PUBLICITY**

**1. PLAYBILLS:** When playbills or printed programs are provided to the audience, the following information shall be included:

- ☐ *The Crossroads Theatre Building is operated by the New Brunswick Cultural Center, 7 Livingston Avenue, New Brunswick, New Jersey, a non-profit corporation of the State of New Jersey.*
- ☐ *Food and beverages may not be taken into the audience chamber. Your cooperation will help prolong the quality and atmosphere of the theater.*
- ☐ *Fire regulations strictly prohibit smoking in the Crossroads Theatre Building. Smoking is not permitted anywhere inside the building.*
- ☐ *FIRE NOTICE: The red exit sign nearest your seat is the shortest route to the street. In an emergency, please do not run.....Walk to that exit.*
- ☐ *Latecomers will be seated at the discretion of management. Theater policy is to begin performances at the advertised time.*
- ☐ *The taking of photographs and the possession and/or use of audio or video recorders during performances is strictly prohibited.*
- ☐ *The management is not responsible for personal property of Crossroads Theatre Building patrons.*

The playbill must also clearly state the correct name of the Lessee, and include a statement that the Lessee has sponsored the presentation.

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**2. ADVERTISING:** When contracting with the State Theatre for Box Office Services, the renter must adhere to all State Theatre requirements for the use of State Theatre Box Office phone numbers, etc.

**3. CORRECT ADVERTISING COPY:** The Lessee agrees that all advertising-newspaper, radio, television, posters, heralds, flyers, brochures, etc.-will contain the true and correct names of the Lessee and of the presenting agency or organization (abbreviations are not acceptable), and the correct name of the facility and facility owner. Lessee is solely liable and agrees to hold NBCC harmless for any errors or omissions in advertising.



**4. DISPLAYS:** Lessee will display no posters, photographs, models, etc. in the Crossroads Theatre Building, without permission of NBCC and then only in such areas as are specified. Display materials are to be approved by NBCC. Further, the Lessee is prohibited from driving any tack, nail, screw, or other fastening device into the ceilings, walls or floors of the Crossroads Theatre Building. Lessee is also prohibited from using tape, glue, or other mastic materials on the ceilings, walls, doors, or floors of the Crossroads Theatre Building so as to mar, deface or injure the Crossroads Theatre Building property.

**5. LOGOS:** Lessee may not use the logo of the Crossroads Theatre Company or NBCC to promote or identify their event without written permission.

**6. PUBLICITY:** Lessee shall provide NBCC with the name and telephone number of the person chiefly responsible for publicizing the event.

**7. OBJECTIONABLE MATERIAL:** Should the show contain any material that may be viewed by any segment of the community as being morally objectionable, NBCC reserves the right at its sole discretion to require of the Lessee the inclusion in all advertising of a phrase acceptable to NBCC management that alerts the potential ticket buyer to the maturity of the theme or actions.

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## **SECTION V: TICKETS AND BOX OFFICE**

**1. TICKET REPRESENTATIVE:** Lessee will furnish NBCC the name, address, and telephone number of Lessee's ticket representative. The ticket representative will then be the sole person to deal with NBCC personnel on ticketing issues. If Lessee must change representative, NBCC must receive written notification of the change no later than twenty-four (24) hours prior to such change.

### **2. TICKETS:**

**A. NBCC does not provide ticketing services. Renters may contact the State Theatre for information on contracting the State Theatre to provide Box Office Services.**

**3. TAXES:** The Lessee is responsible for the payment of all sales taxes, fees, or other levies imposed by the federal, state, or local government on the activity covered by the Rental and Services Agreement. The inclusion of taxes in ticket prices is solely the responsibility of the Lessee.

**4. NBCC'S COMPLIMENTARY TICKETS:** NBCC reserves the right to use, at its discretion, mandatory four (4) house seats (Center H101-104). House seats must be delivered to NBCC not less than two (2) weeks before the scheduled performance. ,

**5. CAPACITY OF CROSSROADS THEATRE:** Maximum number of sellable seats is **294**. This **does not** include house seats, and wheelchair seating.

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