

# SYRACUSE AREA LANDMARK THEATRE LEASE AGREEMENT CONTRACT

An Agreement this day of \_\_\_\_\_ between the Syracuse Area Landmark Theatre, a not-for-profit corporation organized and existing under the laws of the State of New York, Lessor, hereafter referred to as "LANDMARK", and

Lessee:  
dba:

Hereafter referred to as "LESSEE". (Lessee certifies that the above is its true legal title.)

## A. SPACE:

LANDMARK permits the use of space as specified, accepted as is/where is be LESSEE solely for the event/purpose of:

(Space does NOT include LANDMARK services, equipment, fixtures, or personnel, which are available at additional cost.)

SPACE: **Stage & Lobbies**      DATE(S):  
USAGE: **Event**                      TIME(S):

In consideration for use of space as specified, LESSEE shall pay to LANDMARK:

**Two Thousand Four Hundred dollars (\$2400) per day, plus Patron Support @ \$2.00 each, or equivalent to be paid in lieu by LESSEE when admission, donation or offering is collected.**

## B. LANDMARK SERVICES/EQUIPMENT/PERSONNEL:

Services, equipment and personnel to be provided by LANDMARK at rates listed or to be arranged, and accepted as is/where is by LESSEE:

Box office service @ 4% of total sales	Projection equipment @ \$200 per day
6% on TM phone charge sales	Load-in, set up hours _____
3% on LMT box office credit card sales	Merchandising – 25% - We Do Not Sell
Marquee @ \$50 per change	Clean up @ \$300 per performance
House Captains/Ticket Takers @ \$30 each per show	Production phone @ \$100 per line per day
Spotlights @ \$150 each per day if needed	No Intermission \$250 per performance
	Permission to record/broadcast @ negotiable
	Certificate of Insurance: \$1 million liability

Patron Support @ \$2.00 each, or equivalent to be paid in lieu by LESSEE when admission, donation or offering is collected

## C. ALL OTHER REQUIREMENTS:

All other requirements, including but not limited to those shown below, shall be fulfilled by LESSEE at LESSEE expense paid direct to vendors (vendors customarily require cash payments):

Event License @ \$55 (City requirement) per day	Piano / call for pricing
IATSE Stage Crew (IATSE decision) – direct	Projectionist @ \$150
SPD Security @ \$25/hour (City requirement)	Food Catering
Fire Marshall @ \$20/hour (City requirement)	Linens, glassware, dishes, dance floor, furniture
Private Security (City requirement)	Production technician
Piano Tuner / pricing available	Damage Deposit
Damage Deposit as required	

**D. DUE DATE/CERTIFICATE OF INSURANCE/SIGNED CONTRACT/ENTERTAINMENT LICENSE APPLICATION:**

LESSEE shall deliver to LANDMARK not later than \_\_\_\_\_, signed Lease Agreement Contract, Certificate of Insurance, and deposit in the sum of \_\_\_\_\_ and 00/100; cash or certified check, payable to LANDMARK to reserve the space and to guarantee the complete performance of the Lease Agreement Contract. Certificate of Insurance must verify Public Liability and Workers' Compensation coverage as specified in LANDMARK Theatre Usage Policy. No reference to Landmark Theatre is to appear in advertising, publicity, tickets or any form of public communication associated with any proposed use of Landmark Theatre space, nor will tickets be placed on sale or issued through Landmark Theatre Box Office, Ticketmaster, or TM Phonecharge prior to LANDMARK receiving payment in full of the required deposit, signed Lease Agreement Contract, Certificate of Insurance, and City of Syracuse Entertainment License Application.

**E. CONCESSIONS:**

LANDMARK reserves the right and retains itself exclusive rights to operate, license or permit others to operate any and all concessions at, in or on LANDMARK premises. The fee paid to LANDMARK by concessions in exchange for the right to sell items in, at or on LANDMARK premises shall not be less than twenty-five (25) percent of the gross receipts from the sale of those items. All vendors must possess and display a valid Certificate of Authority to collect New York State Sales Tax!

**F. LANDMARK PATRON SUPPORT**

Non-refundable patron support of LANDMARK in the amount of two dollars (\$2.00) shall be added to the price of each ticket issued (sold or comp) (on or off LANDMARK premises) for the event/purpose specified, or LESSEE shall pay the LANDMARK the equivalent in lieu when admission, donation or offering is collected.

**G. SETTLEMENT/FINAL PAYMENT:**

Charges for space, services, equipment, and personnel provided by LANDMARK shall be settled and paid by LESSEE **at the time of the event and place** covered by this Lease Agreement Contract.

**H. INTEREST CHARGE:**

A 1.5% monthly service charge will be added to all invoice balances over 30 days.

**I. CANCELLATION BY LESSEE:**

LESSEE may cancel this Lease Agreement Contract by written notice given to LANDMARK not less than 90 days prior to usage date specified, in which case LANDMARK shall retain as liquidated damages one half of the deposit paid by LESSEE to LANDMARK. If LESSEE cancels this Lease Agreement Contract in less than 90 days notice in writing to LANDMARK, LANDMARK shall retain the entire deposit as liquidated damages. LESSEE shall also make at LESSEE expense a reasonable public announcement of the cancellation.

**J. CANCELLATION BY LANDMARK:**

In the event LANDMARK is rendered unfit for occupancy, either prior to beginning or prior to the expiration of the term of this Lease Agreement Contract, i.e. destroyed or damaged by fire, the elements, mob riots, or because of national or local calamity or epidemic; or in case LANDMARK's tenancy shall terminate either by revocation, expiration, forfeiture, or for any other reason whatsoever, this Agreement shall be terminated, cancelled and at an end and LANDMARK shall return to LESSEE any advance payment or unaccrued payments without any further liability or obligation upon or by LANDMARK. LANDMARK may cancel this Lease Agreement Contract by written notice given to LESSEE not less than 60 days prior to the usage date specified, in which case, LANDMARK shall return all deposits paid by LESSEE less any costs incurred by LANDMARK pursuant to this Lease Agreement Contract, and LANDMARK shall be relieved of further obligation.

**K. UNION AGREEMENT:**

LESSEE agrees to abide by any agreements or contracts currently in force between LANDMARK and any labor union.

**L. REASONS FOR TERMINATION OF LEASE:**

LANDMARK may terminate this Lease Agreement Contract if LESSEE fails to perform any of its obligations herein set forth or appears to LANDMARK to be financially insecure, in violation of the law, or about to default under the terms of this Lease Agreement Contract or LANDMARK Theatre Usage Policy. Upon termination of this Lease Agreement Contract for whatever reason, LESSEE agrees to promptly remove, at LESSEE expense, all its property from LANDMARK premises within 24 hours and to forfeit all advance payments made to LANDMARK.

**M. SUBLET/ASSIGNMENT:**

LESSEE shall not sublet or assign this lease, and any purported assignment or sublease shall be void.

**N. LANDMARK THEATRE USAGE POLICY:**

LESSEE agrees to observe and abide by the Landmark Theatre Usage Policy, which includes the rules and regulations governing the use of The Landmark Theatre, a copy of said Usage Policy plus related attachments if appended hereto and thereby made a part hereof. LESSEE acknowledges receipt and review of The Landmark Theatre Usage Policy.

**O.** This agreement may not be modified, except by written mutual consent of the parties.

By \_\_\_\_\_

By \_\_\_\_\_

Phone: 315-475-7979  
D/b/a: Syracuse Area Landmark Theatre  
Address 362 S. Salina St., **PO Box 1078**  
Syracuse, NY 13201-1078

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE NOTE NEW POST OFFICE BOX #**