

SUBLICENSE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, between New Jersey Arts Incubator (NJAI) (hereinafter called the "Licensee"), and _____ of _____ Address: _____ City: _____ State: _____ Zip: _____ (hereinafter called the "Sublicensee.")

1. The Licensee, in consideration of the rents hereinafter provided for, and the covenants and agreements hereinafter contained, and of the payments of such rents and the performance by the Sublicensee of all such covenants and conditions, hereby gives and grants unto the said Sublicensee the right to use the following portions, and no other, of the building or facility known as OSPAC together with the usual entrances and exits to the same and such additional space as the Licensee in its discretion shall allocate to the Sublicensee to be used for the purpose of and for no other purpose whatsoever without written consent of the Licensee, for a period commencing on: date _____, time _____ and ending on: date _____, time _____.

2. The Sublicensee agrees to pay the Licensee a fee for use of the space the sum of \$ _____ plus the additional sum of \$ _____ for front house staff, technical support, and a damage deposit for a total sum of \$ _____. All checks must be made payable to NJAI.

3. The Sublicensee shall not be permitted to sell or permit use or consumption of any tobacco products or alcohol on the Premises.

4. If souvenirs, records, programs, etc. are sold, Sublicensee must obtain permission in writing from the Licensee and the Licensee will receive ____% of all gross sales.

5. NJAI designated personnel shall have free access at all times to all space occupied by the Sublicensee.

6. The Licensee shall not be responsible for payment of any Federal, State or local taxes arising out of, or in connection with, the use of said Premises by the Sublicensee. The Licensee and Township shall not be liable for any loss by theft or otherwise, damage by accident, fire, action of the elements or other cause, to machinery, equipment, paraphernalia, costumes, clothing, trucks, exhibit materials, scenery, musical instruments or cause for same, or any other property of the Sublicensee.

7. The Sublicensee shall not assign or transfer this agreement to third parties without the written consent of the Licensee. In the event that the Sublicensee transfers this agreement in violation of terms of this Sublicense, Licensee shall have the right to terminate the agreement with or without process of the law and the Sublicensee agrees to peaceably give up possession of the Premises immediately.

8. The Sublicensee will be liable for all damage to buildings and equipment incident to the Sublicensee's use of the Premises and agrees to indemnify and hold harmless the Licensee and Township from any claims or suits arising out of the injury or death to any person or damage to any property resulting from the use of said building by Sublicensee. The Sublicensee covenants that if the Licensee/or the Township is made a party to any litigation related to Sublicensee's use and occupancy of the Premises, then the Sublicensee shall pay all costs incurred or imposed.

9. Force Majeure clause: Neither the Licensee nor the Township, their agents shall be held liable for any damage arising from the cancellation of an event due to acts of God, war, civil unrest, homeland security issues, or other conditions not in the control of Licensee or Township.

10. The Licensee shall in no way be construed as co-sponsored of any activity of the Sublicensee and shall not be implied in any advertising, handbills, public service announcements, etc. The logotype of NJAI and its agents (including but not limited to the seal and logotype of NJAI) remain the property of the Licensee and shall not be used, except with the permission of NJAI.

11. All fees and other sums herein provided to be paid whether due or not shall be and constitute a first lien on all property of the Sublicensee in or upon the Premises at the time of any default hereunder. The Sublicensee hereby mortgages or pledges said property of the Sublicensee for the purpose of securing the payment of all fees and sums to be paid. In the event of such default the Licensee may take possession of any and all of said property including box office receipts and hold the same until such default has been remedied, and if not remedied or satisfied within ten days of such shall apply the proceeds therefrom to the satisfaction of any amounts due the Licensee and shall pay over to the Sublicensee any sums remaining therefrom.

12. All equipment, materials, props; etc. brought on to the Premises shall be removed immediately after the program unless prior agreement has been made in writing. Any property left on the Premises by the Sublicensee shall, after a period of 48 hours from the last day of occupancy be deemed abandoned and becomes the property of the Licensee to be disposed of or utilized at Licensee's discretion.

13. The Sublicensee agrees that it will faithfully use and occupy said Premises hereby demised in accordance with the laws of New Jersey and the ordinances, rules, and regulations of the Township.

14. Payment of Deposit and Fees: Rental Deposits are 50% of the rental fees and 100% of the damage deposit is required at signing of contract. The balance is due no later than 10 business days prior to the event. If balance is not paid, NJAI has the right to cancel the contract.

15. Safety Compliance - The Sublicensee shall notify the Township Business Administrator upon execution of this Agreement, in writing; use and occupy said Premises in a safe and careful manner and shall comply with all applicable and municipal, state and federal laws, and rules and regulations as prescribed by the fire and police departments, ADA regulations and other governmental authorities, as may be in force and effect during the Sublicensee period. Any expenses shall be paid by the Sublicensee directly to the Township.

16. The terms of this agreement shall be governed by the laws of New Jersey. Any dispute arising from this agreement shall be resolved in the Superior Court of New Jersey, Essex County vicinage. The Sublicensee expressly consents to be subject to personal jurisdiction in all Courts located in the State of New Jersey. The Sublicensee stipulates that Licensee and/or the Township may seek emergent relief by way of injunction. The Sublicensee stipulates that monetary damages may be difficult to calculate and will not be sufficient to remedy any harm or injury and therefore temporary or interim relief is necessary and appropriate.

17. Every provision of this Agreement shall be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this agreement.

18. By signing this Sublicense Agreement, Sublicensee acknowledges that it has read and agrees to the Rules and Regulations concerning the running of OSPAC attached hereto.

IN WITNESS WHEREOF, the parties have duly executed this instrument the day and year first above written.

Licensee: New Jersey Arts Incubator

BY: _____

DATE: _____

Sublicensee: _____

BY: _____

DATE: _____

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