Imagine Productions of Columbus

DECEMBER 2015 Board Meeting

Board Members:

Todd Holland– President

Esther Stinson- Vice President

Ed Eblin– Treasurer

Michael Quinichett - Secretary

Corey Notman- Artistic Member Rep.

Jackie Farbeann - Executive Member Rep. Greg Zunkiewicz– Development

Staff Members:

Carl Stolzenburg- Executive Director

Todd / Esther- Co-Artistic Director

Michele Chaney- Technical Director

Kelsey Tschanen- Marketing Manager

Corey Notman- Audition Coordinator

Corbin White- Assistant Technical Director

Reports:

\_\_ Secretary Report: Motion to accept: \_\_\_\_\_ Secondary Motion: \_\_\_\_\_\_

\_\_ Treasurer Report: Motion to accept: \_\_\_\_\_ Secondary Motion: \_\_\_\_\_\_

\_\_ Artistic Report: Motion to accept: \_\_\_\_\_ Secondary Motion: \_\_\_\_\_\_

\_\_ Executive Report: Motion to accept: \_\_\_\_\_ Secondary Motion: \_\_\_\_\_\_

\_\_ Marketing Report: Motion to accept: \_\_\_\_\_ Secondary Motion: \_\_\_\_\_\_

Agenda:

* Updated NPAC Lease: ***(BOARD) Please review and then reply in an e-mail with approval by 12/23/15 @ midnight.***
* Production Teams (Wild Party, Heathers and Saturday Night Fever)
* Best of Imagine: Volume 1
* Marketing- how are we going to promote this season (Kelsey and Carl, please update us).
* Board / Staff Audition sign up sheet
* Board / Staff Tech / Dress sign up sheet
* Show sponsorship / grants: (Greg, please update us)
* Pending: Updating Handbook, Job Description, Leave of Absence policy, Artistic Director and Production Manager.

**Next Meeting Date / Time:** (DOODLE SCHEDULING) Please e-mail me conflicts for September by **December 31st at midnight**!!!!!!

Updated NPAC Lease: (BOARD)- *Please review and then reply in an e-mail with approval by 12/23/15 @ midnight*

LEASE AGREEMENT

This sublease agreement (“Lease” herein) is entered into and made as of the 4th day of December 2015 by and between **Ohio Performance Academy, Inc.,** an Ohio not for profit corporation, (“Landlord” herein), and **Imagine Productions of Columbus, Inc.,** an Ohio not for profit corporation (“Tenant” herein).

**PROVISIONS**

Landlord and Tenant hereby agree as follows:

 1. **Demised Premises**. Landlord hereby subleases to Tenant on a non-exclusive basis the premises known as Northland Performing Arts Center (“NPAC”), which is Unit 100 of the VVJCP Condominium (“Unit”), located at 4411 Tamarack Boulevard, Columbus, Ohio 43229-6603 and which is further described in Exhibit A, which is attached hereto and incorporated herein by reference. NPAC is a shared performing arts and community activity center including exterior theater façade and marquee with box office, lobby, ensemble room, office, costume room, kitchen, restrooms, green room, shop/warehouse, control rooms and “black box” space all in “AS IS” condition. The premises include additional nonexclusive rights to common areas that accompany the Unit pursuant to the Declaration of Covenants, Easements, Restrictions, Assessments, and Assessment Liens of VVJCP Condominium, which the parties acknowledge are available to them and are hereby incorporated by reference (the "VVJCP Declaration"). The parties agree that they, the premises, and this Lease are each subject to all applicable obligations and restrictions now existing or that may be established in the future by the VVJCP Condominium Association or Northland Village Owners Association (“Association” or “Associations”), including but not limited to:

(1) the VVJCP Declaration;

(2) the Declaration of Restrictions of Columbus Urban Growth Corporation recorded in Instrument No. 200803170040635, Franklin County Records;

(3) the Declaration of Covenants, Easements, Restrictions, Assessments, and Assessment Liens of Northland Village recorded in Instrument No. 200803170040640, Franklin County Records;

(4) any applicable restrictions established by deed, easement or other recording with the Franklin County Records.

2. **Alterations and Improvements**. Tenant shall not make any improvements, alterations or additions to the premises, nor make any contract therefor, without first obtaining Landlord’s written consent. In case of damage or destruction to Tenant’s property, improvements or fixtures by fire or other causes, Tenant shall have the right to recover as its own loss from any insurance company with which it has insured the same, notwithstanding that any of such items might be considered a part of the real property. Subject to any rights of Landlord under this Lease, Tenant may remove any such items during the term, but Tenant shall fully repair any damage caused by such removal. Tenant shall be deemed to have abandoned any property to Landlord upon termination of the Lease, whether at the end of the term or any extension thereof, or otherwise, by vacating the premises without removing such property.

 3. **Commencement and Ending of Term; Lease Extensions.** The term of this Lease and Tenant’s obligation to pay rent hereunder shall commence upon November 23, 2015. The term of this Lease shall continue until December 31, 2018 renewing for additional one year terms each calendar year thereafter subject to the mutual obligation to provide written notice of termination by October 31 of the then current annual term.

 4. **Rent.** Base rent is defined in Exhibit B hereto.

 5. **Security Deposit.** Upon execution of this Lease, Tenant shall pay to Landlord a security deposit in the amount of $0.

 6. **Interest Rate on Delinquencies.** If Tenant shall fail to pay any rent, whether base rent or additional rent, when due, such unpaid amounts shall bear interest at the rate of one percent (1%) per month from the due date until paid or collected.

 7. **Use of Premises.** Tenant agrees that it shall use the premises solely for purposes of conducting arts education programs; rehearsals and musical, dance, theatrical, cabaret and cinematic performances; hosting of banquets and other private and public events; other generally acceptable uses, and ancillary related shop, warehouse, storage and office uses. All such activities shall be conducted and remain in strict compliance with all applicable law, regulation and industry standard or industry regulation. Further, Tenant shall comply with all requirements of the Agreement, Rules, and Bylaws of the VVJCP Condominium Association (“Condo Rules”) and agrees that all rights under this Lease are subject thereto. Tenant acknowledges having received a copy of the Condo Rules prior to execution of this Lease.

 8. **Landlord’s Rights to Use and Occupy Premises.** Landlord and Landlord’s agents shall have free access to the premises during all reasonable hours for the purposes of managing and using the overall premises, including examining the same to ascertain if they are in good order and repair and that Tenant’s use is in compliance with the terms of this Lease, to make any repairs which Landlord may be required to make hereunder, and to exhibit the same to prospective purchasers, renters or tenants.

 9. **Common Areas and Rules.** Any common areas serving the leased premises are, during the term of this Lease, available for permitted general use by Tenant and its business invitees as well as other tenants and customers during permitted and scheduled use of the facility. Such common areas shall, at all times, be subject to the exclusive control of Landlord and/or the Associations. Landlord and/or the Associations shall have the right from time to time to establish, modify and enforce reasonable and binding rules and regulations with respect to the use of the facility, including such common areas. They may also, from time to time, change the area, level, location, arrangement and assigned use of parking areas and other facilities. They may close all or any portion of the premises or facilities to such extent as may, in their opinion, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein, may close temporarily all or any portion of the parking areas or facilities, may discourage or prevent non-customer parking, and may do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, Landlord and/or the Associations shall determine to be advisable. Tenant further agrees that all automobiles, trucks and other vehicles owned or operated by Tenant or by any of its employees, concessionaires or sub-tenants shall be parked only in those areas so designated by Landlord and/or the Associations for such purpose.

 10. **Utilities and Janitor Service.** Utilities and janitorial services shall generally be paid for by Landlord (or other sub-tenants pursuant to their sublease obligations). However, Tenant shall leave the premises in as good or better condition following the use of the facilities by Tenant (its guests and invitees).

 11. **Maintenance and Repairs.** Maintenance and repair costs for the premises shall generally be paid for by Landlord (or other sub-tenants pursuant to their sublease obligations), except that Tenant shall be responsible for maintenance or repairs required beyond normal wear and tear that result from Tenant’s use of the premises and property therein.

 12. **Signs; Exterior Changes.** Tenant shall not erect or install any new or additional exterior signs, window or door signs, advertising media or window or door lettering or placards without first obtaining Landlord’s written consent, which consent will not be arbitrarily withheld. Landlord will cooperate with Tenant to permit reasonable use of the exterior marquee signage in conjunction with Tenant’s productions and events in the premises. Tenant shall not install any exterior lighting or plumbing fixtures, shades or awnings, or make any exterior decoration or painting, or build any fences or install any radio or television antennae, loud speakers, sound amplifiers or similar devices on the roof or exterior walls of the premises, without obtaining Landlord’s prior written consent, which consent may be arbitrarily withheld.

 13. **Personal Property Taxes.** Not Applicable at this time.

 14. **Rent Taxes.** Not Applicable at this time.

 15. **Insurance - General Liability and Property.** Tenant and Landlord shall cooperate in efforts to include Tenant as an additional insured for such general liability insurance as is in place for the benefit of Landlord against any and all claims for injuries to persons, death, or damage to property occurring in, upon, or about the premises, including all damage to signs, glass, awnings, fixtures or other appurtenances now or hereafter erected in, upon or adjacent to the premises, during the term of this Lease. Such insurance is anticipated to be in an amount not less then One Million Dollars ($1,000,000) with respect to injuries to persons, death, or damage to property for a period of not less than one (1) year.

16. **Insurance - Fire and Extended Coverage.** Landlord shall endeavor to procure and maintain at its own expense (or delegate by contract such duty to another entity) during the term of this Lease fire and extended coverage insurance on the premises. Landlord shall make no claim for recovery against Tenant for damage to or loss of the premises or improvements thereon, or for loss of rent, which damage or loss arises from any peril covered by the aforesaid insurance, regardless of whether such damage or loss is caused by or results from any negligence of Tenant, its officers, agents, employees or other persons under its control. Landlord further agrees to endeavor to obtain a waiver of subrogation from its insurers against Tenant, its officers, agents, employees or other persons under its control, if Landlord’s insurers will issue such waiver without cost; if Landlord’s insurers will not issue such waiver without cost but will issue same for a charge and Tenant elects to pay such charge, Landlord shall obtain such waiver and charge the cost thereof to Tenant.

 17. **Indemnification of Landlord.** Tenant agrees to protect, indemnify, defend, save harmless Landlord from and against all claims, demands, causes of action or liability, of any nature whatsoever, except those directly resulting from Landlord’s negligent acts or omissions and not covered by the insurance to be provided by Landlord pursuant to paragraph 16(a) above, occurring on or about the premises, in any manner growing out of or connected with Tenant’s use and occupation of the premises or the condition thereof, or caused by Tenant’s concessionaires, agents, visitors, employees or sub-tenants, whether as the result of Tenant’s negligence or otherwise. The obligation to indemnify and defend contained in this paragraph includes attorneys’ fees and any expense incidental to the defense by Landlord of any such claims, demands, causes of action or liability.

 18. **Damage to Premises.** If the premises are destroyed or damaged to such an extent as to be rendered substantially unfit for occupancy and the destruction or damage is not reasonably susceptible to repair within one hundred twenty (120) days after it occurs, the Lease shall terminate as of the date the destruction or damage occurs and rent shall be abated accordingly. If the premises are destroyed and damaged as aforesaid but the destruction or damage is reasonably susceptible of repair, in the opinion of Landlord, within one hundred twenty (120) days after it occurs, or if the premises are damaged but not to such an extent as to be rendered substantially unfit for occupancy, Landlord shall proceed diligently to repair the premises and rent shall be abated or reduced, as may be equitable, while the repairs are being made.

 19. **Condemnation.** If part of the premises is taken, appropriated or condemned for public use, the Lease shall terminate as to the part taken on the date of the taking or sale. In such event, Tenant may elect to terminate the Lease as to the remainder of the premises, by mailing written notice of its election to terminate the Lease to Landlord within thirty (30) days of Tenant’s receipt of written notice of the taking, if the part taken or sold renders the remainder unsuitable and insufficient to serve the business needs of the Tenant.

If all of the premises are so taken, or if the premises are sold under threat of any such taking, the Lease shall terminate in its entirety on the date of the taking or sale, as the case may be. Rent shall be equitably abated upon any taking or sale covered by this paragraph, but Tenant shall not be entitled to any share of the award for the taking or the proceeds of the sale, as the case may be, except to the extent that the award or the proceeds, if any, are attributable to improvements, alterations or trade fixtures made or installed by Tenant.

 20. **Compliance with Laws and Rules.** Tenant shall not use or occupy or permit the premises to be used or occupied in any manner that is contrary to law, or that is contrary to any reasonable regulations that Landlord heretofore has made, or hereafter may promulgate, or that will cause the premium on any policy of insurance now or hereafter carried by Landlord to be increased, or that will unreasonably interfere with the rights of Landlord or other tenants and sub-tenants. Tenant shall, at Tenant’s cost, comply with all law, ordinances, and regulations, including, but not limited to, building codes, health codes, zoning codes, fire codes, environmental protection laws or regulations that affect or in any way relate to the leased premises.

 21. **Default of Tenant; Remedies of Landlord.** The occurrence of any one of the following events shall constitute a default under the Lease by Tenant: 1) failure of Tenant to make any payment of rent, when due; (2) vacation or abandonment of all or a substantial portion of the premises; (3) failure of Tenant to comply with any provision of the Lease, other than payment of rent, if such failure shall continue for fifteen (15) days after receipt of written notice by Landlord to Tenant regarding such failure, provided, however, that if the nature of Tenant’s default is such that more than fifteen (15) days are reasonably required for its cure, Tenant shall not be in default if Tenant commences and completes such cure with reasonable promptness, taking into consideration the nature of the default; 4) the making of an assignment or general arrangement for the benefit of creditors by Tenant or any guarantor of Tenant’s obligations; (5) the filing by Tenant or a guarantor of Tenant’s obligations of a petition under any section or chapter of the present Federal Bankruptcy Act or amendment thereto or under any similar law or statute of the United States or any state thereof, or the adjudication of Tenant or any guarantor of Tenant’s obligations as a bankrupt or insolvent in proceedings filed against Tenant or such guarantor; (6) the appointment of a receiver or trustee for all or substantially all the assets of Tenant or any guarantor of Tenant’s obligations; (7) the attachment, execution or other judicial seizure of substantially all of Tenant’s assets located in the premises or of Tenant’s interest in this Lease if such seizure is not discharged within thirty (30) days; or (8) the assignment of the Lease or its termination by operation of law.

Upon the occurrence of any event of default, Landlord shall have the option to do any one or more of the following without any notice or demand, in addition to and not in limitation of any other remedy permitted by law or this Lease: (1) terminate this Lease and take possession of the premises, in which event Tenant shall immediately surrender possession of the premises to Landlord, and Tenant shall indemnify Landlord for all loss and damage suffered by Landlord because of such termination, whether through inability to relet the premises or otherwise, including, but not limited to, any loss of rent for the remainder of the term of the Lease, the cost of renovating, repairing and altering the premises for a new tenant or tenants, and all brokers’ commissions and legal fees for reletting the premises; (2) relet the premises on behalf of Tenant for the highest rent reasonably obtainable in the judgement of Landlord without termination of the Lease, and recover from Tenant any deficiency between the rent received upon such reletting and the rent payable hereunder during the term of such reletting, plus any and all expenses incurred by Landlord in connection with such reletting, including, without limitation, brokers’ commissions, legal fees, and any decorating, repairs or alterations that Landlord deems necessary or appropriate to make in connection with such reletting; (3) Landlord may do whatever Tenant was obligated to do by the provisions of this Lease, and failed to do, and charge Tenant for any costs involved, and Tenant agrees to reimburse Landlord immediately for such costs upon demand.

Landlord, in the event of Tenant’s default, shall have the right to use self-help to evict Tenant and regain possession of the premises. Tenant agrees that Landlord shall not be liable for any damages to Tenant for any actions taken by Landlord pursuant to this paragraph. Landlord shall have the right to rent any other available space in the building before reletting or attempting to relet the premises.

Tenant agrees to pay Landlord’s reasonable attorney fees, and related costs, if such fees or costs are incurred by Landlord in an attempt to enforce performance or payment by Tenant, its officers, owners, employees, agents or contractors, of any provision, covenant or condition of the Lease.

 22. **Default by Landlord; Remedies of Tenant.** Landlord shall be in default of the Lease if Landlord fails to perform any provision, covenant or condition of the Lease for a period of thirty (30) days after written notice thereof from Tenant; provided, however, that if the nature of Landlord’s default is such that more than thirty (30) days are reasonably required for its cure, Landlord shall not be in default if Landlord commences and completes such cure with reasonable promptness, taking into consideration the nature of the default.

Upon the occurrences of any such default, Tenant may sue for injunctive relief or to recover damages resulting from the default, but Tenant shall not be entitled to terminate the Lease or withhold or abate any rent due hereunder.

 23. **Landlord’s Lien.** Landlord (the secured party for purposes hereof) shall have a lien and security interest in all of Tenant’s property including but not limited to that brought upon or located within the premises, including after-acquired property, to the extent of any amounts owed to Landlord by Tenant for delinquent rent, any damages occasioned by the breach of any terms or conditions of the Lease, or both. Except upon expiration of the Term where no default by Tenant exists, and except for reasonable replacements from time to time, Tenant shall not remove any of Tenant’s property from the premises, other than pursuant to sale thereof in the regular course of its business, without the prior written consent of Landlord, and Landlord shall have the right and privilege, at its sole option and discretion, to take possession of all property of Tenant, to store the same in the premises, or to remove it therefrom and store it in such place as may be selected by Landlord, at Tenant’s risk and expense, in accordance with such lien and of any rights of distraint it may possess against Tenant’s property. In the event of a default under this Lease, Landlord shall have, in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code of the state of Ohio, including without limitation the right to use the property and/or sell the property described in this paragraph at public or private sale upon 10 days’ notice to Tenant, which notice Tenant hereby agrees is adequate and reasonable.

 24. **Surrender of Possession by Tenant.** Upon termination of this Lease (whether by lapse of time, election of Landlord pursuant to paragraph 21, or otherwise), Tenant shall forthwith surrender possession of the premises in as good condition as when received, reasonable wear and tear and damage or destruction due to any hazard coverable without extra cost under the standard form of fire and extended coverage insurance policy issued in the State of Ohio excepted. In either event, if Tenant does not forthwith surrender possession of the premises and remove all of its property therefrom (unless such property is subject to the lien hereinabove provided, in which event Tenant shall not remove the same without Landlord’s prior written consent), Landlord may reenter and take possession of the premises and remove all of Tenant’s property without being deemed guilty of trespass or forcible entry and detainer and without incurring any liability to Tenant for loss of or damage to Tenant’s property.

Upon repossession of the premises and removal of Tenant’s property, Landlord shall have the right to store such property. If Tenant does not redeem such property and pay Landlord any amounts for which such property is being held as security within thirty (30) days after Landlord repossesses the premises, Landlord may use or sell all or any part of such property at public or private sale without notice to Tenant. The proceeds of any sale shall apply, first, to the payment of all costs of removing such property from the premises and/or storing and selling the same, and, second, to the payment of any unpaid rent and damages due to Landlord. No such sale shall prejudice Landlord’s other rights against Tenant for any deficiencies due under the sale for rent or damages or both. Any part of the proceeds of any such sale remaining after all claims of Landlord have been satisfied shall be paid over to Tenant upon demand, without interest.

 25. **Mechanic’s Liens.** Landlord shall not be liable for any labor or materials furnished to Tenant, and no mechanic’s or other lien for such labor or materials shall attach to or affect Landlord’s interest in the premises, even though Landlord shall have authorized Tenant to proceed with the work in connection with which such labor or materials were provided and is the owner, subject to the Lease, of the fruits of such work. Tenant shall pay or discharge by bond or deposit any and all mechanic’s or other liens which are filed on any interest in the premises for labor or materials furnished to Tenant.

 26. **Holding Over.** If Tenant shall fail to vacate the premises upon expiration of the Lease, Tenant shall be a month-to-month tenant subject to the same provisions and conditions of this Lease, provided, however, that the rental rate for each additional month that tenant occupies the premises shall be fifty percent (50%) higher than the monthly rental amount for the last month of the Lease term, or any renewal thereof.

 27. **Quiet Enjoyment.** Landlord warrants that Landlord has the right to lease the premises to Tenant. So long as Tenant pays the rent herein provided and observes and performs each and every other provision, covenant and condition of the Lease, Tenant shall be entitled to peaceably and quietly possess, occupy and enjoy the premises during the term of the Lease without disturbance or eviction by Landlord or by any other person lawfully claiming under Landlord.

 28. **Mortgage Priority.** This Lease and all rights of Tenant hereunder are subject and subordinate to any deeds of trust, mortgage or other instruments of security which do now or may hereafter cover the building and the land or any interest of Landlord therein, and to any and all advances made on the security thereof, and to any and all increases, renewals, modifications, consolidations, replacements and extensions of any such deeds of trust, mortgages or instruments of security. This provision is hereby declared to be self-operative and no further instrument shall be required to effect such subordination of this Lease.

Notwithstanding the above, Tenant shall execute and deliver, on demand, a subordination, estoppel certificate or any other instrument that may be required to carry out the intent of this paragraph. Said estoppel certificate may contain the following: that Tenant is in possession of the leased premises; that the leased premises are acceptable; that the Lease is in full force and effect; the Lease is unmodified; that Tenant claims no present charge, lien, or claim of offset against rent; that the rent is currently paid, but is not prepaid for more than one month and will not be prepaid for more than one month in advance; that there is no existing default by reason of some act or omission by Landlord; and such other matters as may be reasonably required by Landlord or Landlord’s mortgagee. Tenant’s failure to deliver such statement shall not be a default under this Lease, but shall be deemed to establish conclusively that this Lease is in full force and effect except as declared by Landlord, that Landlord is not in default of any of its obligations under this Lease, and that Landlord has not received more than one months rent in advance.

 29. **Assignment and Sublease.** Tenant shall not assign or mortgage the Lease, or sublet all or any portion of the premises, without Landlord’s prior written consent, which consent may be arbitrarily withheld. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or a consent to an assignment or subletting of the premises. No assignment, mortgaging or subletting if consented to by Landlord, shall relieve Tenant of its liability under this Lease unless Landlord otherwise agrees in writing when granting such consent. Consent by Landlord shall not operate as a waiver of the necessity for consent to any subsequent assignment, mortgaging or subletting, and the terms of any such consent shall be binding upon the assignee, mortgagee or subtenant. Any transfer of this Lease by merger, consolidation or liquidation or any change in ownership of or power to vote the majority of outstanding interests in Tenant shall constitute an assignment of the Lease governed by the provisions of this paragraph, whether the result of a single or series of transactions. No assignment of the Lease, by operation of law or by act of Tenant, in violation of any provision of the Lease shall vest in any assignee or sublessee any right, title or interest whatsoever.

Landlord shall have the right to sell, transfer and assign, in whole or in part, its rights and obligations under this Lease, or in the building, or any related property. Any sale of the leased premises, or total assignment of this Lease, shall operate to release Lessor from any and all liabilities and responsibilities under this Lease arising after the date or such sale or assignment.

 30. **Successors in Interest.** Subject to the provision in paragraph 29, the Lease shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of any or all of the parties hereto.

 31. **Notices.** Any notice, statement, or payment required or permitted by the provisions of the Lease to be given, furnished or made by either party to the other shall be deemed given, furnished, or made when mailed to Landlord or Tenant at the address of the premises, or at an email address which Landlord or Tenant may from time to time specify by written or email notice.

 32. **Non-Waiver.** No provision of the Lease shall be deemed to have been waived by Landlord unless such waiver is in writing and signed by Landlord. Landlord’s acceptance of rent after any default by Tenant shall not operate to prevent Landlord from exercising any right or remedy Landlord has with respect to such default. The rights and remedies accorded to Landlord by the Lease are cumulative and shall not in any way abridge, modify or preclude any other rights or remedies to which Landlord is entitled at law or in equity.

 33. **Entire Agreement; Captions; Severability.** This Lease contains the entire agreement of the parties and no representations, promises or agreements, oral or otherwise, between the parties not contained in this Lease shall be of any force and effect. Neither this Lease nor any provision hereof may be changed, waived, discharged or terminated except in writing executed by Landlord and Tenant. The captions for sections of this Lease are for convenience only and shall have no effect upon the construction or interpretation of any part of this Lease. If any clause or provision of this Lease is held to be illegal, invalid or unenforceable, under any present or future law effective during the term of this Lease, the remainder of this Lease shall not be affected thereby. In lieu of such clause or provision held to be illegal, invalid or unenforceable there shall be added, as a part of this Lease, a clause or provisions as similar in terms as possible which shall be legal, valid and enforceable. Neither Landlord nor Tenant shall be considered the drafter of this lease in the course of its interpretation.

34. **Commissions.** Landlord and Tenant represent that they had no dealings with any broker or agent in connection with the negotiation or execution of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed in duplicate counterparts of the Lease on December 4, 2015.

Signed and acknowledged

in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **LANDLORD**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **BY:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Brian J. Kerr, Manager**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **TENANT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Todd Holland-Falcone, President**

**LANDLORD’S ACKNOWLEDGEMENT**

STATE OF OHIO

COUNTY OF FRANKLIN, SS:

 The foregoing instrument was acknowledged before me this \_\_\_\_ day of , 2015, by Brian J. Kerr, as Manager, on behalf of Landlord.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Kent D. Stuckey

Notary Public

**TENANT’S ACKNOWLEDGEMENT**

STATE OF OHIO

COUNTY OF FRANKLIN, SS:

 The foregoing instrument was acknowledged before me this \_\_\_\_ day of , 2015, by Todd Holland-Falcone, as President, on behalf of Tenant.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Kent D. Stuckey

Notary Public

**EXHIBIT A**

NPAC Floor Plan

**EXHIBIT B**

Tenant Rent

Landlord and Tenant are committing to a partnership in support of their mutual charitable purpose of supporting, producing, and engaging in the performing arts, whereby Tenant’s rent obligations will be comprised of (1) a split of Tenant’s revenue and (2) Tenant’s promotion of Landlord, as set forth more specifically below.

1. Tenant Revenue Split: Landlord shall be promptly paid by Tenant or retain (in conjunction with Tenant’s required use of the house box office/ticketing system) one-half of all production revenues (from any source) after recovery of the parties “Basic Costs”, which include the following:
	1. Direct staff costs (excluding ongoing staff overhead);
	2. Marketing costs up to $100 per production;
	3. Set and costume costs up to $1,000 per production; and,
	4. Incremental insurance costs.

The parties shall share with one another related financial information to document such revenues and costs.

1. Tenant Promotion of NPAC and Landlord: Tenant shall recognize and provide reasonable promotion of NPAC and Landlord, including:
	1. a full page advertisement of Landlord on the inside back cover of each of Tenant’s production programs;
	2. prominent inclusion of the NPAC venue logo on the front cover of each of Tenant’s production programs;
	3. promotion of the NPAC venue in all marketing of Tenant’s productions, using mutually agreed logos, references and presentation; and,
	4. recognition in any pre-show comments of the NPAC venue and the “partnership” of Landlord and Tenant (including such characterizations as are reasonably required to qualify productions for coverage under Landlord’s insurance, any applicable ASCAP license, etc.).

**NPAC**

We have the production calendar completed for the year with NPAC and Livingston UMC. Esther is working on (BAR) specifics and also coordinating a Tech day at NPAC, we need to get trained on the sounds and lighting equipment.

Carl is working with Brian in regard to our ticketing system. I am hoping we can get a seating diagram developed soon. I will touch base with Carl in regard to an update.

Corey is up and running with taking over the responsibilities of coordinating auditions.

Esther and I will be working with the productions teams directly until a new artistic director is secured. I believe we are off to a great start thus far.

**This is defiantly going to be an all hands on deck type of season…**

**Wild Party Production Team**

**Director:** Brandon Boring ($200.00)

**Stage Manager / Asst Director:** Becki Dura ($150.00)

**Music Director / Conductor:** Zac Delmonte ($175.00)

**Choreographer:** Jessica Rigsby ($75.00)

**Rehearsal / Performance Pianist:** Philip Dupont ($1000.00)

**I have contracts completed, will get signed at our first production meeting.**

**Jackie: Could you assist with costuming?**

**Heathers Production Team**

**Director:** David Bahgat

**Stage Manager:** Jackie Benedict

**Music Director / Conductor:** Zac Delmonte

**Choreographer:** Gabby Stefura

**Rehearsal / Performance Pianist:** TBA

**Saturday Night Fever**

**Director / Choreographer:** Tony Ignham

**Assistant Director:** Samara Baptist

**Stage Manager:** Ed Eblin

**Music Director / Conductor:** Brian Horne? (Confirming)

**Rehearsal / Performance Pianist:** TBA

**IMAGINE BEST OF CABARET**

The Best of Imagine:Volume 1

NPAC show at 7:00pm, doors open at 6:00pm

- Jeri is confirmed for photos for the evening

- The drummer and bass player from Over the Top have agreed to return as well (**Ed** can we get a contract written up for them?).  Phil has declined unless we pay him $300.  I reached out to Que on Facebook but haven’t heard anything back from him.  **Ryan** do you know if Jim Kucera might be available?  I would like to get the band set and with contracts by the end of the month.

- Rehearsals are set with NPAC.  **Michele**, **Todd**, and **Corbin** I am setting up a time with them for us to go in and learn all the fun systems.  I’ll get back to you asap.

- Below is a cast list and songs for the show.  A cast email will be going out tonight as well.  **Ryan** can we get the sheet music together and go over things with me so I don’t have any holes?

- **Kelsey** and **Carl** when will marketing be up and ready for the public?  I would like to have flyers for the cast to pass out at the first rehearsal on 1/24 and a Facebook event and Newsletter out by 1/1.  Let me know if I can help with that in any way.

- On the same note, I would like to extend special ticket pricing to our Alumni in a special evite sent to each.  I will do this as soon as we set the special pricing.  My thought was $13 for alumni.

- Also, I was thinking of offering each cast member in the cabaret to bring a guest for the discount price.  I just want to pack this place as packed as possible for our first event.

- I’m going for a Golden Globes style atmosphere for the show and venue, with a red carpet beforehand and an after party after the show.  All table setting with possibly one level of risers or else all floor level.  **Corey** would you be willing to help me with table design and after party?

- I want to do seating old school style where we place the people at the tables.  That way we can put the casts of each show together at a table.  I can work on this with the help of **Carl**.

- There will be no host.  I’m asking a cast member from each show to introduce that show.

- I contacted Jeb about who has won Jebbys.  Is there a way to find out what [Broadwayworld.com](http://broadwayworld.com/) awards we have won?  **Michael, Jackie, Carl** do we have that written down somewhere?

- I would like to have an In Memorium for Barb and Sage (I’ll ask Ashley (or Mike Manter) for Barb and Jonathan for Sage)

- I was thinking of doing special awards for alumni as well (i.e. official photographer for Jeri, alumni in most shows, the original 6 of Imagine, alumni with most awkward costume, etc.).  Any good ideas from y’all about these?

- Can we get a hold of a program from each show?  I’d like to display those in the after party.

The ones in red have not yet been confirmed - still working on it.  I do have a back up plan for all of them :)  **Ryan** let me know when you’re free to get together!

Wedding Singer - Move That Thang (Lesley Fisher)

\*Rocky - Time Warp, I’m Going Home (Geno, Mary, Esther)

\*Spring Awakening -  Bitch of Living (Tito, Asher, Matt, Logun, Derrick, Chris)

Avenue Q - If You Were Gay (Todd, Brandon)

Hairspray - I Know Where I’ve Been (Japhael) - Jebby Award: local supporting actor musical

\*Chicago - Roxie (Michelle)

Urinetown - Cop Song (Sam, Jack)

9  to 5 - Heart to Hart (Mary)

Young Frankenstein - Roll in the Hay (Michelle, Jonathan)

La Cage - With You on My Arm (Jeb, Ryan)

\*RENT - Seasons of Love (Brian, Zhane, Chip, Brent, Cassie, Zoe, Alex, Akillah, Lena, Cassie, Steven, Michael, Jeremy, Meridith, Abby)

\*Hair - Age of Aquarius (Akillah, Luke, Jordan, Michael, Jonathan, Candice, Dakota, Shelby, Samara, Josh, Rachel, Jessica, Johnny, Kirsten, Tom, Jordan, Kelsey)

Little Shop - Dentist (George)

Dreamgirls - I Want You Baby (Chase)

Xanadu - Strange Magic/Evil Woman (Jenna, Dakota)

Thoroughly Modern Millie - Forget About the Boy (Meredith, Joyce, Odette, Megan, Carolyn, Cassie, Dani, Emily)

Sweeney Todd - Pretty Women (Keith, Kent)

MARKETING UPDATE

Carl and Kelsey: Can you please provide an update in regard to marketing strategies for our 2016 season and NPAC.

How are we in regard to marketing for our Best of Imagine Show?

WILD PARTY AUDTIONS SIGN UP SHEET

This is our first audition at NPAC; I think it would be great to have as many board and staff members present.

January 9th 2pm – 5pm

1.

2.

3.

4.

5.

January 10th 2pm – 5pm

1.

2.

3.

4.

5.

January 11th 6pm – 10pm (CALL BACKS)

1.

2.

3.

4.

5.

WILD PARTY TECH / DRESS REHERSAL SIGN UP

We need at least two members of the board and or staff excluding Michele and Corbin (They will already be there) to be present at dress / Tech. I will be out of town February 21st, returning February 26th. This is our first main stage show at NPAC and we really need to support the production team through the stresses of Tech and Dress. I will be present for their polish week making sure we are set for TECH / DRESS.

(TECH) February 22nd

* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(TECH) February 23rd

* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(TECH) February 24th

* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(DRESS) February 25th

* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(DRESS) February 29th

* Todd Holland-Falcone
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(DRESS) March 1st

* Todd Holland-Falcone
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SHOW FUNDRASING / SPONSORSHIP

Greg!! Can you please update us on the development of your position and any contacts made?

I have also been communicating with Scot Hafler, he may continue to help out in this area by researching and writing grant proposal for us. We are going to get coffee within the next couple of weeks and chat.

BOARD MEETING

I will be sending out a Doodle this weekend, please make an effort to check your calendars and let me know of any conflicts for January by 12/31/2015.

Thanks!

Todd Holland-Falcone: President

Imagine Productions of Columbus

Happy Holidays!!!

