

## **LEASE AGREEMENT**

This Agreement made as of January 1, 2007 between Rutgers, The State University ("Rutgers") and the Walt Whitman Cultural Arts Center ("the Center").

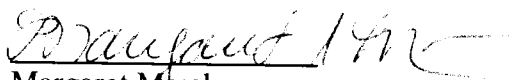
The parties agree to the following:

1. All previous leases, amendments and agreements between Rutgers and the Center or their predecessors are superseded entirely by this agreement.
2. Rutgers assumes no obligation whatsoever to provide any financial support for the personnel or activities of the Center.
3. Rutgers agrees to provide the Center space 102 and 103 on the First floor ("the Premises") at 101 Cooper Street, Camden, University Building No. 7072, ("the Property") for the exclusive use of the Center as shown on Exhibit A attached hereto and made a part hereof. With the consent of the Lessee, which consent shall not unreasonably be withheld, the University may relocate the Leased Premises to another portion of the Property provided that such substituted portion provides office, and secretarial space and conference areas for use of the Lessee reasonably comparable to that provided by the Leased Premises.
4. The Center shall not make any alterations, renovations or changes to the Premises without the prior written consent of Rutgers.
5. The Center shall not rent, lease, sub-lease or make available any space of the facility to any organization or anyone without the expressed written authorization of the Provost's Office at Rutgers University—Camden.
6. The Center agrees to maintain the Premises in good repair and agrees to return them in good condition at the end of the lease. Rutgers assumes responsibility for maintenance of the Property including the grounds, utility systems, roof, glass, exterior, and structural integrity to the same extent and at the same times as Rutgers provides its other facilities.
7. The Center shall continue to have responsibility for the Center's telephones and other operational costs of the Center.
8. Rutgers and the Center acknowledge the theater and conference/gallery will be utilized by both parties. The Center agrees that each and every use of those facilities will be scheduled with Rutgers' reservationists at least four weeks prior to the commencement of such use. Rutgers agrees that the reservationists' office will work with the Center to accommodate the needs of the Center within overall scheduled use of the facilities for Rutgers and other non-Rutgers activities. There will be three meetings each year to share programmatic needs for each party. These will occur in January, May, and September for summer session, fall and spring semesters respectively.

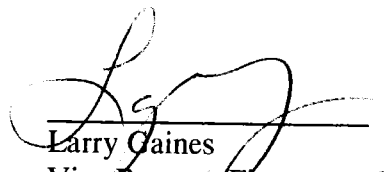
9. Nothing in this Lease shall require the University to cancel any previously scheduled use of the Property or other campus facilities, or to refuse the use of such space to other Rutgers or non-Rutgers activities requesting the use of such facilities prior to development of the schedule for use of the Property discussed in paragraph 8, above or prior to the request of the Walt Whitman Cultural Arts Center.
10. If Rutgers provides any extra services, such as additional security at the entrance, the Center agrees to reimburse Rutgers within sixty (60) days of being billed. When using the theater and conference/gallery spaces referred to in paragraph 8, the Center agrees to vacate these spaces upon completion of the reserved use. The Center also agrees to restore each area to its condition prior to each use at its own cost. If Rutgers must restore the spaces the Center agrees to pay all such costs and reimburse Rutgers for the same within (60) days. The Center understands these are common use spaces and no permanent changes or alterations are to be made without prior written consent from Rutgers.
11. Rutgers will assume responsibility for fire insurance and general insurance, except that Rutgers will not be responsible for the contents and property within the Premises, or for the property of the Center which may be kept anywhere on the Property. The Center shall obtain a comprehensive general liability policy applicable to the Premises and the Center's use of other portions of the Property or other Rutgers facilities, with single limits of a \$1,000,000, or in such other amounts as the University may require, naming Rutgers as an additional insured. All such insurance companies, amounts, content and form of policies and expiration dates shall contain a non-contributory loss payee clause in favor of and satisfactory to Rutgers. All such policies shall require that not less than thirty (30) days written notice of cancellation or material change be given to Rutgers. The Center shall provide evidence of payment of renewal premiums at least thirty (30) days prior to the expiration of the policies. The Center also agrees to and shall save, hold and keep harmless and indemnify Rutgers from and against any and all payments, costs, attorneys' fees and any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Center, or its agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy by the Center and the conduct of its business. The Center shall comply with all Rutgers policies on insurance requirements for use of Rutgers space by non-Rutgers' groups.
12. The Center shall be solely responsible for any and all taxes assessed with respect to its activities or its occupancy of the Premises, and shall reimburse Rutgers for any taxes which Rutgers may pay as a result of such activities or occupancy.
13. Due to the ongoing search for funds to renovate the Premises, the Center may be required to relocate for a the period not to exceed an appropriate period for the renovation. The Center will be given a minimum of 180 days notice to relocate due to pending renovations and Rutgers University will make every effort to relocate the Center within the building or on the Rutgers-Camden campus.

14. The period of this agreement is January 1, 2007 through December 31, 2013.


ATTEST

  
Margaret Marsh  
Interim Provost Rutgers--Camden

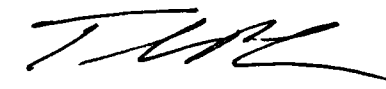
Rutgers, The State University

  
Larry Gaines  
Vice Provost, Finance and  
Administration

ATTEST

  
Francesca Perks  
President, Board of Directors

Walt Whitman Cultural Arts Center


  
Tom Corcoran  
Board of Directors

## LEASE ADDENDUM

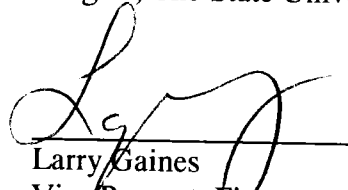
This Agreement made as of January 1, 2008 between Rutgers, The State University ("Rutgers") and the Walt Whitman Cultural Arts Center ("the Center"). The parties agree that Rutgers will be responsible to provide utilities for the Premises outlined in the Lease Agreement and the Center agrees to reimburse Rutgers the amount of \$500.00 per month for providing those utilities.

This Lease Addendum is for the period of January 1, 2008 to December 31, 2008. The terms of the Addendum will automatically continue for the next calendar year unless one of the parties notifies the other party of its intention to change the Addendum 30 days prior to the end of the term.

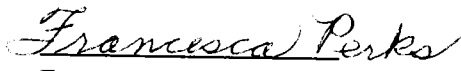
ATTEST

  
Margaret Marsh  
Interim Provost Rutgers--Camden

Rutgers, The State University

  
Larry Gaines  
Vice Provost, Finance and  
Administration

ATTEST

  
Francesca Perks  
President, Board of Directors

Walt Whitman Cultural Arts Center