

MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT commencing on the 26th day of July, 2007 by and between Collingswood Foundation for the Arts, Inc., a non-profit corporation of the State of New Jersey ("Foundation"), having an address at 678 Haddon Avenue, Collingswood, New Jersey 08108, and the Borough of Collingswood, a municipal corporation of the State of New Jersey ("the Borough"), with its address at 678 Haddon Avenue, Collingswood, New Jersey 08108.

BACKGROUND

A. Excelsior Consistory, A.A.S.R. ("Excelsior") entered into a Lease dated July 26, 2007, with the Borough ("the Excelsior Lease").

B. The Borough now desires to enter into an agreement with the Foundation for the management and operations of the leased premises subject to the Excelsior Lease referred to above, pursuant to the terms set forth below.

PREAMBLE

In addition to other terms elsewhere defined in this Agreement, the following terms whenever used in this Agreement should have only the meanings set forth in this Preamble, unless such meanings are expressly modified, limited or expanded elsewhere herein.

1. **Premises or Demised Premises:** Certain real property set forth in the Excelsior Lease, also known as 315 White Horse Pike, West Collingswood, New Jersey 08107-1997 or the "Scottish Rite Auditorium" ("the Premises"), consisting of all of the land and buildings located in an entire square block located on the White Horse Pike, but excluding the building known as the "Tenant House".

2. **Commencement Date:** July 26, 2007.

3. **Term:** This Agreement shall continue for a one year period and automatically renew for successive one year periods unless terminated by either party which may be done upon sixty (60) days notice by either party to the other.

4. **Permitted Use:** The Borough shall be entitled to preferred and priority use of the premises to hold concerts, meetings, gatherings, and other special events and other uses it deems necessary.

5. **Annual Rent:** One dollar (\$1.00) per annum ("Rent") and such other consideration as mutually agreed between the parties.

6. **Utilities and Expenses:** Unless otherwise agreed by the parties during the term of this Agreement, all utilities, including but not limited to electric, gas, water and sewer shall be the responsibility of the Foundation.

7. **Operating Expenses:** Unless otherwise agreed by the parties during the term of this Agreement, all operating expenses including all permits and inspections shall be paid by the Foundation and all maintenance of the Premises including but not limited to landscaping, trash removal, janitorial and snow removal, shall be the responsibility of the Foundation.

8. **Borough's Right to Use Premises:** the Borough shall have the right to use and occupy the Premises for specific events when such events do not conflict with events scheduled by the Foundation.

The parties hereby agree to the following terms and conditions:

1. **Premises, Term, Purpose and Use.**

(a) The Foundation agrees to provide management services and to provide any other services that may be required in the operation of the Premises including, but not limited to, maintenance and repairs.

(b) The Premises shall be used by the Borough for the Permitted Use or a use reasonably related to the Permitted Use but shall not use or occupy the Premises or any part thereof, for any purpose deemed unlawful, disreputable, or extra-hazardous on account of fire or other casualty.

(c) Foundation shall also be permitted to use and occupy the Premises for the same purposes set forth in Subsection (b) above, subject to the Borough's scheduled use.

(d) The Premises are to be used by either party to this Agreement solely for the Permitted Use in accordance with all rules, regulations, laws, ordinances and requirements of all governmental authorities, the fire insurance rating or service organizations, insurers, and any similar bodies having jurisdiction thereof and for no other purpose

2. **Insurance.** The Foundation agrees to provide, and at all times during the Term, at its sole cost and expense, a comprehensive public liability insurance policy in the names of and for the mutual benefit of Foundation and the Borough, insuring against any claim or liability for personal injury to or death of any person(s), and/or damage to property occurring in, on or about the Premises, or any appurtenances thereto.

3. **Repair and Maintenance.** The Foundation shall be responsible for all repairs, modifications, alterations and maintenance of the premises which are incorporated herein by

reference as if set forth fully.

4. **Rules and Regulations, Compliance with Laws.** The parties agree that they shall be bound by the rules and regulations and shall comply with all laws.

5. **Utilities; Taxes.** The Borough shall be required to pay for all utilities for and real estate taxes, if any, and assessments imposed against the Premises unless otherwise agreed by the parties.

6. **Notices.** Any notice, demand, statement or other communication which under the terms of this Sublease or under any statute or law must or may be given shall be given by regular mail to the respective parties as follows or by registered or certified mail, return receipt requested, or by reputable private overnight delivery service addressed to the respective parties as follows:

To Foundation: Collingswood Foundation for the Arts, Inc
Gerard Chambers, Executive Director
315 White Horse Pike
West Collingswood, New Jersey 08107-1997

To Borough: Borough of Collingswood
Bradford C. Stokes, Borough Administrator
678 Haddon Avenue
Collingswood, New Jersey 08108

Any such notice, demand, statement or other communication shall be deemed to have been given or made upon hand delivery or when deposited, postage paid, in the U.S. Mail, or delivered, charges prepaid or charged to sender to a reputable private overnight delivery service, as the case may be. Any of the above addresses may be changed at any time notice is given as above provided.

7. **Miscellaneous.**

(a) This Agreement contains the entire contract between the parties. No representative, agent or employee of Foundation has been authorized to make any representations or promises with reference to the management of the Premises or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals, or extensions hereof, shall be binding unless reduced to writing and signed by Foundation and the Borough.

(b) Terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable. If any clause or provision herein contained be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

(c) The paragraph headings in this Agreement are for convenience only and are not to be considered in construing the same.

IN WITNESS WHEREOF, Foundation and the Borough have duly executed this Agreement as of the day and year first above written.

WITNESS:

Alice Marks

Collingswood Foundation for the Arts, Inc.

By: Gerard Chambers

Name: Gerard Chambers

Title: Executive Director

WITNESS:

Carol Hukker

Borough of Collingswood

By: Bradford C. Stokes

Name: Bradford C. Stokes

Title: Borough Administrator