

CHERRY STREET PIER ^{No. 9}

CHERRY STREET PIER RULES AND REGULATIONS

AGREEMENT PERIOD

1. The terms of the lease are one (1) year at which time Artists will be eligible to reapply. The period of this Agreement is 12 months, commencing on February 1, 2020 and ending on January 31, 2021.

ACCESS

2. Artist shall be permitted to access their studios 24 hours per day, 7 days per week.
3. Artists are encouraged to work with Cherry Street Pier Management to create programming or other artistic endeavors outside of their studio spaces and in the Common Areas including the Garage, Market, Platform, Amphitheater, and Terrace. These areas may only be used during programming and artistic endeavors approved by Cherry Street Pier Management. Common Areas shall not be obstructed by Artist or used as an extension of the Studio Space for any purpose (including signs, artwork, and storage) without the prior written approval of The Cherry Street Pier management team.

REQUIRED HOURS

4. Artist shall occupy their Studio Space during Pier Operating Hours, particularly during evenings and weekends, in such a way that contributes to a lively and vibrant environment on the Pier. Further:
 - a. The Studio Space must be open to the public a minimum of 1040 hours per year (an average of 20 hours per week) (the "Required Hours").
 - b. Studios must be open to the public a minimum of 10 hours per weekend (Friday Night, Saturday, and Sunday)
 - c. The Required Hours must be met during Pier Operating Hours.

TRASH

5. Artist may not store excessive trash inside the Studio Space and must dispose of such trash in the areas designated by Cherry Street Pier management. All trash is to be placed and secured in closed plastic bags before being disposed in receptacles provided by Cherry Street Pier. All trash is to be disposed of by Artist during such hours that Cherry Street Pier management may determine and communicate to Artist periodically. Artist may only transport trash to Cherry Street Pier's designated areas via such routes, and using such methods, that Cherry Street Pier management determines and communicates to Artist.

VEHICULAR ACCESS; LOADING

6. Artist may only utilize the Cherry Street Pier apron for loading or any vehicular access outside of Pier Operating Hours and in coordination with Cherry Street Pier security. Vehicles may not, at any time, block the sidewalk and/or bike lanes on Columbus Boulevard.

PROHIBITED AREAS

7. Artist shall not access areas of Pier outside of the Space, except for hallways and doors necessary for ingress/egress, outside of Pier Operating Hours. Artist shall not access designated areas during ticketed events.

WASHROOMS

8. Toilet rooms, water-closets and other water apparatus shall not be used for any purpose other than those for which they were constructed.

INSURANCE REGULATIONS

9. Artist shall not do anything in the Space or the Pier, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance, or which will conflict with the regulations of the fire department or the fire code, or with any insurance policy on the Pier or any part thereof, or with any law, ordinance, rule or regulation affecting the occupancy and use of the Pier or Space, now existing or hereafter enacted or promulgated by any public authority.
10. Artists will be required to provide proof of insurance. Artists who do not have individual insurance policies will be eligible to join Cherry Street Pier's group insurance policy.

LICENSE PAYMENTS

11. For Ground Floor Studio Spaces, Artist shall pay The Delaware River Waterfront Corporation the sum of Five Hundred DOLLARS (\$500) for each month of the License Period. For Mezzanine Studio Spaces, Artist shall pay The Delaware River Waterfront Corporation the sum of Four Hundred DOLLARS (\$400) for each month of the License Period. Each License Payment will be due and payable in advance, on the first day of the month.

GENERAL PROHIBITIONS

12. In order to insure proper use and care of the Space, Artist shall not:
 - a) Keep animals (other than service animals) or birds unsupervised in the Space.
 - b) Use the Space for sleeping.
 - c) Allow any sign, advertisement or notice to be fixed to the Space, inside or outside, without prior written consent from Cherry Street Pier management team.
 - d) Make improper noises or disturbances of any kind in a manner that disturbs Licensor, other Artists or invitees on the Pier or tends to injure the reputation of Licensor or the Pier.
 - e) Mark or defile equipment, water-closets, toilet rooms, walls, windows, doors or any other part of the Pier.
 - f) Place anything on the outside of the Pier, including roof setbacks, window ledges or other projections; or drop anything from the windows, stairways, or parapets; or place trash or other matter in the halls, stairways or light wells of the Pier.
 - g) Cover or obstruct any window, skylight, door or transom without the prior written consent of Cherry Street Pier management.

- h) Fasten any article, drill holes, drive nails or screws (other than for the hanging of artwork or similar decoration) into the walls, floors, woodwork, or partitions without the prior written consent of Cherry Street Pier management.
- i) Operate any machinery without the prior written consent of Cherry Street Pier management.
- j) Interfere with any heating or cooling apparatus on the Pier.
- k) Bring into the Space any electric heating or cooling device, without the prior written consent of Cherry Street Pier management.
- l) Install any kind of wiring within, attached to or hanging loose from the walls or roof of the Space (excepting cords plugged into existing outlets), without the prior written consent of Cherry Street Pier management.
- m) Prepare or dispense any foods or beverages, tobacco, drugs, or flowers without the prior written consent of Cherry Street Pier management.
- n) Bring onto the Pier or Space any alcohol purchased outside of the Pier.
- o) Secure duplicate keys for Common Areas, except from Cherry Street Pier management.
- p) Place any weight in any portion of the Pier beyond the safe carrying capacity of the structure.
- q) Enter any mechanical or electrical areas, telephone closets, loading areas, roof or Pier storage areas, without the prior written consent of Cherry Street Pier management.
- r) Keep or use or allow to be used on the Space, any articles having an offensive odor, nor any ether, naphtha, phosphorous, benzol, gasoline, benzine, petroleum or any product thereof, crude or refined earth or coal oils, flashlight powder, or other explosives, kerosene, camphene, burning fluid, or other illuminating material.
- s) Cherry Street Pier has the right to condition and prohibit Artist's performance of potentially hazardous activities, Artist's use of hazardous materials and supplies, and Artist's disposal of such materials. Materials and equipment of a hazardous nature must be used and stored carefully and in compliance with all applicable federal, state and local fire, safety, occupational safety and environmental regulations. Under no circumstances is Artist permitted to spray or atomize any substance in any area of the Pier outside of the Space. Any materials that are hazardous, toxic or could cause damage to plumbing (e.g. plaster or concrete) may NOT be disposed of in any sink at the Pier under any circumstance.

EVENTS

13. It is a shared goal of both Cherry Street Pier and the Artist to attract visitors to the Pier. Cherry Street Pier's General Manager and Marketing and Programming teams plan, manage, coordinate, and facilitate special public events with the intent of attracting visitors to the Pier and engaging them in the activities occurring at the Pier. In furtherance of this goal, Artist will actively cooperate with Cherry Street Pier management by encouraging participation in activities, events, and open studios at the Pier.

ARTIST ACCESS

14. Artist must apply to, and obtain the permission of, Cherry Street Pier through the Pier's General Manager for Artist's, and Artist's employees', agents', contractors' and invitees', use of the Garage and any Common Areas for Artist's events, such as exhibitions, performances, workshops, lectures, etc. Artist must submit event details to Cherry Street Pier management at least 14 (fourteen) working days in advance of proposed event.
15. Artist may be granted limited access for its invitees outside of Pier Operating Hours, under the following conditions:
 - a. Artist shall be solely responsible for meeting and escorting its invitees to and from the public entrances of the Pier to the Space. Artist shall be solely responsible for the conduct of its invitees during any period of time such invitees are present at the Pier and shall indemnify the Delaware River Waterfront Corporation for their conduct in accordance with Section 9 of the Agreement.
 - b. No more than three (3) of Artist's invitees may access the Pier outside of Pier Operating Hours without prior written consent of Cherry Street Pier management.
 - c. No access by Artist's invitees outside of Pier Operating Hours shall be permitted if such access would, in Cherry Street Pier's management team's sole discretion, conflict with an event scheduled at the Pier.

PUBLICITY

16. Artist is expected to promote the work it performs in its Space and Cherry Street Pier's programming at Cherry Street Pier. When referring to the Delaware River Waterfront Corporation or Cherry Street Pier in any promotional material or messages, Artist is required to use the correct and most current names, logo(s), websites and social media accounts of the Delaware River Waterfront Corporation and Cherry Street Pier, as applicable. The Delaware River Waterfront Corporation reserves the right to require Artist to cease the use of any promotional material referring to the Delaware River Waterfront Corporation or Cherry Street Pier if, in the Delaware River Waterfront Corporation's sole discretion, such promotional material is offensive or does not conform to the Delaware River Waterfront Corporation's brand standards. Artists may not use Cherry Street Pier's logo or name or The Delaware River Waterfront Corporation's logo or name for commercial purposes without prior written consent from the Cherry Street Pier's management team. All promotional materials for Artist's event at Cherry Street Pier must be submitted to Cherry Street Pier manage and Marketing and Communications teams for review and approval before public publication and/or distribution including, but not limited to, press releases, fliers, postcards, digital signage, radio copy, and other forms of communications.

MOVEMENT OF EQUIPMENT

17. Cherry Street Pier management reserves the right to designate the time, when and the method whereby supplies, equipment, furniture, and other like articles may be brought into, moved or removed from the Pier or Space, and to designate the location for temporary disposition of such items.

REGULATIONS CHANGES

18. The above rules and regulations and any additional rules and regulations are for the exclusive benefit of and enforceable only by the Delaware River Waterfront Corporation, and they shall not inure to the benefit of Artist as against other Artists or in favor of other Artists as against Artist herein; nor does The Delaware River Waterfront Corporation warrant to enforce them against other Artists. The Delaware River Waterfront Corporation shall have the right to make such other and further rules and regulations, and to make changes to the above rules and regulations as in

the judgment of The Delaware River Waterfront Corporation may from time to time, be needed for the safety, appearance, care and cleanliness of the Pier and for the preservation of good order therein.