

From: Emily Rockett <EMR@MillerMayer.com>
Subject: **RE: Re:send R2P Revised Lease with PDF of Budget**
Date: August 27, 2018 2:44:49 PM EDT
To: Dick Furnas <mcp@lightlink.com>
Cc: Jerry Dietz <jerry@cspmanagement.com>, Kati Torello <katitorello@gmail.com>, Joey Steinhagen <joe@runningtoplaces.org>, "DEBORAH DREW" <parkrdrew@hotmail.com>, Lilly Westbrook <lwestbrook@ithaca.edu>, "Linda Harris" <lsh29@cornell.edu>, Rachel Lampert <rdlithaca@gmail.com>, "Heidi Jack Goldstein" <hjorganics@aol.com>, Jim Drew <jdrew4@twcny.rr.com>

▶ 1 Attachment, 516 KB

Hi all,

Please see my comments below, in red, and a second revised lease, attached.

Best,
Emily

-----Original Message-----

From: Dick Furnas [<mailto:mcp@lightlink.com>]
Sent: Wednesday, August 22, 2018 11:04 AM
To: Emily Rockett
Cc: Jerry Dietz; Kati Torello; Joey Steinhagen; DEBORAH DREW; Lilly Westbrook; Linda Harris; Rachel Lampert; Heidi Jack Goldstein; Jim Drew
Subject: Re:send R2P Revised Lease with PDF of Budget

Hi Emily,

Thank you very much for the great progress on the lease. At our Board Meeting last night [20 August 2018], we all appreciated your deft hand in the careful modifications to the lease. In discussion we came up with a few observations which would be good to try to factor into the lease, as appropriate:

AA. R2P Mission: In our [R2P Board] discussions we found ourselves repeatedly referring to our mission for guidance in how to think about details large and small. Given the importance our mission to our decision-making as a non-profit, should the lease make any reference to it? If we are genuinely training Landlord to work with non-profits (consistent with our

community oriented Mission!), such inclusion might be appropriate. The management of a Retail Store makes its own determinations about what to sell and how to display it in-shop.

Language which stated our mission and empowered the R2P Board to make some determinations of how we use space and what we sell would be most welcome.

It's great that you are considering your mission. The landlord does not have to care about your mission, and he won't. He cares about making money and getting foot traffic into his mall. You simply need to build the space in your lease to do everything you need to do. The more specific you can be about that, the better.

BB. Insurance: There seem to be complications with our insurance coverage. I forward you the relevant documents separately, with an annotation here that Jerry said he had trouble too, but pushed back and Landlord relented.

What is the outcome you would like? Is this something your insurance agent can handle?

CC. Permitted Use (I.D.I.): Word Choice! costume and scenery workshops (we're not competing with a Halloween Shop!)

I assumed that since this is is a theater that would be clear, but I have corrected this per your request.

DD. Documentation: Landlord requires us to have arrangements for Pest Control, HVAC, and assorted other services. What are the documentation requirements for these contracts, and must they be in place at the signing?

These do not need to be in place at signing. Basically if the landlord says there's a termite problem and you need to get pest control, go out and hire pest control and have a copy of the contract to show the landlord.

EE. Operation of Business (IX.B.): R2P cannot be open to the public during Mall Hours. It makes no sense. Regal Cinemas have their hours and Planet Fitness apparently is available to members 24/7. Each of those entities has access control in place consistent with the nature of their business. R2P is also in an isolated space with entrances capable of restricting access. Over the summer, Cornell's "Dump and Run" reuse project made extensive use of space adjacent to the space R2P is looking. The area was altogether closed

to the public and took advantage of the ability to limit access. R2P would like to have 24/7 access to its space and hours open to the public as appropriate for our activities. Word Choice! if this could be phrased in a way to AVOID formal listing of likely categories of people such as, staff, volunteers, and public that would be great. We have many hundreds of individuals who make things happen with R2P. Many practical judgement calls are continually being made. Further complicating that with definitions imposed by the lease would be unfortunate.

I did my best with this, but I think it would be very useful if you could be more specific as to your needs with respect to the space.

FF. R2P Budget and Chart of Accounts: Word Choice! In anticipation of reporting requirements to Landlord we ask your guidance on account descriptions in our chart of accounts (e.g. should we change "Donor Revenue" to "Donations"; "Single Ticket Revenue" to "Single Ticket Sales"). I attach the DRAFT budget Joey presented to us at yesterday's [20 August 2018, contrary to what the header on the report says] Board Meeting.

Honestly, I'd keep a separate ledger for gross income per the lease, and a different ledger for donor amounts. How you do this is up to you and your accountant. As long as these categories are distinct enough that the landlord will not get confused and overcharge you, you're fine.

GG. (XIV) edit: delete duplicated text "to said other theater companies"
Oops. Thanks.

HH. Scenarios: In the realm of sharing the space, here are some scenarios we have already imagined for others to use our space at the mall. These are potentially troublesome in the context of "subletting" (and, to a lesser extent, gross sales). They are clearly consistent with our mission, but become untenable if we must ask Landlord for permission with indeterminate turnaround at a cost of \$2500 regardless of determination. These are not joint productions in any real sense, and represent a spectrum of relatedness.

I did my best here, but the landlord may veto it. Particularly when something looks like subletting, you're not going to be allowed to do whatever you want.

HH.a. A choreography director we have worked with wants to use our flex space for a dance workshop lasting a week. (Current plans for the Flex space include a wall of mirrors about 30' long).

HH.b. An R2P young person wants their teacher to be able to hold a recital, free and open to the public (donations gratefully accepted)

HH.c. Similar to a.: but the person (natural or corporate) has no prior production relationship with R2P wants to use the Flex space (or other suitable space we have) -- no prior production relationship with R2P.

HH.d. similar to c. in style, variant to b.: The person (natural or corporate) has no prior production relationship with R2P and wants to use our space for a recital, free and open to the public (donations gratefully accepted)

HH.e. A theater project R2P has undertaken in a local school would like to perform in our space at the Mall, rather than just in their school auditorium.

HH.(cont'd) These represent the tip of an iceberg of possibilities clearly consistent with the R2P mission. it would be a shame if the terms of the lease made such services to the community unduly complicated or impossible.

HH-EMR. Further engagement of EMR: Whatever the final terms of the Lease, the Board agreed that we would like to have you [EMR] draft templates for R2P to use for Contracts (and/or Memorandum of Understanding?) appropriate for us to use.

Thank you again for your attention,

-Dick



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