

## PUBLIC ACCESS AND BENEFIT AGREEMENT

This Agreement dated the \_\_\_ of \_\_\_, 2025, between the WESTHAMPTON

**BEACH PERFORMING ARTS CENTER**, (hereinafter “WHBPAC”), 76 Main Street, Westhampton Beach, New York, 11978, and the **TOWN OF SOUTHAMPTON** (hereinafter “Town”), a municipal corporation of the State of New York, 116 Hampton Road, Southampton, New York 11968.

WHEREAS, it is the intent and desire of the above-referenced parties to provide, foster and facilitate public access, participation and creative enrichment regarding select arts education programs, shows and presentations delineated as follows; and

WHEREAS, WHBPAC is a year-round, community-based, not-for-profit arts organization, founded in 1997, that publically provides performing arts, music, dance, comedy and cinematic presentations to the general public; and

WHEREAS, it is the intent and desire of the parties that this Agreement run with the land and subject property in perpetuity, and as such, be recorded in the Suffolk County Clerk’s Office, Suffolk County, New York, together with the subject **restrictive use easement**.

Now therefore the above-referenced parties hereby agree that WHBPAC, in the interest of facilitating public access, benefits, participation and creative enrichment shall provide the following public access and benefits regarding select arts education programs, shows, presentations and workshops, hereby delineated as follows

### **1. School Day Performances**

WHBPAC represents that over 8,000 students, grades PK – 12, attend a minimum of 24 curriculum-based theatre and musical performances each year, so that educators can use WBPAC’s stage as an extension of the classroom.

**Public Benefit and Access:** WHBPAC agrees to limit student ticket charges to **\$17.00/ per student plus an additional amount equating to no more than the annual Consumer Price Index-All Urban Consumers, regarding ticket charges for any succeeding calendar year.**

WHBPAC also agrees to provide free-of-charge tickets to those students demonstrating economic need based upon such students’ eligibility for the free and reduced lunch program. In addition, WHBPAC agrees to provide free-of-charge tickets to those teachers employed by a school district that does not pay teachers to attend a presentation regarding chaperoning duties.

### **2. Arts Education Youth Camps**

WHBPAC represents that over 300 children, ages 5 – 17, attend eight week-long camps in musical theatre, dance, Broadway, and acting in July and August of each calendar year. Children shall be cast on Monday, then by Friday performing on the WHBPAC stage.

**Public Benefit and Access:** WHBPAC represents that no child is denied access to the youth camp due to financial need. WHBPAC agrees to provide free-of-charge attendance to a minimum of 10% of all campers in the form of a full scholarship based upon total registration, who demonstrate financial need based upon such students’ eligibility for the free and reduced lunch program.

WHBPAC agrees to provide flyers and posters as well as informational website links for publication purposes, also translated into Spanish, to announce such scholarship opportunities. WHBPAC also agrees to utilize the services of its Arts Education Advisory Council, comprised of local educators and administrators, to help identify potential campers, as well as those in financial need.

### **3. Melodies and Memories**

WHBPAC agrees to continue and provide a program tailored to seniors defined as those individuals age 60 or older entitled, “Melodies and Memories”, or a like-program, delineated as follows:

Duration: 10 weeks, 2x/week, 2 hours/session, offered once a year

Cost: Free

Program Parameters: A minimum of 12 and a maximum of 30 seniors, age 60 and older, who meet on our stage to learn singing and performing skills from three teaching artists, including a pianist that can play any song requested. Participants share the stories of their lives, and work with a theatre teaching artist to turn their stories into monologues. The monologues shall then be woven together with the music to create a performance free-of-charge to family and friends.

### **4. The Butterfly Monologues**

WHBPAC agrees to provide a program designed for participants in the Butterfly Effect Project located in Riverhead, New York, or a like project or entity. This youth development program, taught by a WHBPAC teaching artist, encourages the participants to share their stories and turn them into monologues, which are then ultimately performed by the participants on the WHBPAC stage free-of-charge to the participants. WHBPAC agrees that family members and friends may attend the performance free-of-charge.

Duration: 10 weeks, 1hour/week, offered once a year.

Cost: Free

### **5. Mainstage Presentations**

Mainstage presentations are defined as artistic performances on the main stage of the theatre that involve marquee artists and/or celebrities, including but not limited to musicians, comedians and tribute bands. WHBPAC agrees to provide at least 400 tickets per calendar year to the following classifications of individuals who are residents of the Town of Southampton, on a free-of-charge rotating lottery basis to be established by WHBPAC and to be distributed for each performance:

1. Military service members and one guest (active duty, reserve, retired and former members of the US Army, US Navy, US Marines, US Air Force, and US Coast Guard); and
2. Police Officers and one guest (active duty and retired); and
3. Firefighters/EMTs and one guest (active duty and retired including paid and volunteer members);
4. Nurses; and
5. Nursing Home residents; and
6. Town residents.

### **6. The Finest In World Cinema**

The Finest In World Cinema is defined as a year-round, first-run offering of foreign, documentary, and independent films using our digital projector. In the summer months, films are screened first on Tuesday evenings, and are followed by a discussion with Andrew Botsford, local critic, and a

special guest. An encore screening is presented on Wednesday evening. During the off-season months, films are screened on Fridays, Saturdays, and Sundays where available.

WHBPAC agrees to limit ticket charges to **\$20.00/ per patron, plus an additional amount equating to no more than the annual Consumer Price Index-All Urban Consumers, regarding ticket charges for any succeeding calendar year.**

WHBPAC agrees to provide attendance free-of-charge to the following classifications of individuals subject to proper identification:

1. Military service members and one guest (active duty, reserve, retired and former members of the US Army, US Navy, US Marines, US Air Force, and US Coast Guard); and
2. Police Officers and one guest (active duty and retired); and
3. Firefighters and one guest (active duty and retired including paid and volunteer members);
4. Nurses;
5. Nursing Home residents.
6. Town residents.

#### **7. Production of Accounting Data**

WHBPAC agrees and shall provide an accounting of all benefits, charges, discounts, scholarships and any other data or documentation related to the parameters of this Agreement to the Town and any other municipal entity, agency, department, division or organization, no later than 15 days from the date of the written request. WHBPAC acknowledges and agrees that Town and other municipal entities with jurisdiction of such subject matter may retain accounting services, at their respective cost and expense, for the purpose of evaluating the relevant financial documentation and related data.

#### **8. Entry and Inspection:**

Parties agree that the Town of Southampton, or its designee, shall have the right to enter the subject property for purposes of site inspection upon reasonable notice and at mutually agreed upon times to determine parties' compliance with and enforcement of the terms and conditions of this Agreement. Parties further agree that the Town of Southampton retains the right to enforce the terms and conditions of the aforementioned Agreement and Easement and pursue all lawful remedies at law regarding any violations of said terms and conditions.

#### **9. Amendment**

The parties acknowledge, understand and agree that the use and management of the subject property may evolve throughout the years and accordingly agree that the terms of this agreement may be modified and/or amended upon the mutual agreement of all of the parties.

#### **10. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement.

This Agreement is effective as of the date first above written and as executed by the respective parties.

**WESTHAMPTON BEACH PERFORMING ARTS CENTER (WHBPAC)**

\_\_\_\_\_  
By: Julienne Penza-Boone, Executive Director      Date \_\_\_\_\_

**TOWN OF SOUTHAMPTON**

\_\_\_\_\_  
By: Maria Z. Moore, Supervisor      Date \_\_\_\_\_