

FACILITY USE LICENSE AGREEMENT

THIS AGREEMENT (this "Agreement") dated as of this [redacted] day of [redacted], between **The City University of New York** ("Licensor"), a body corporate established and existing pursuant to Article 125 of the Education Law of the State of New York, on behalf of [redacted] **College** (hereinafter referred to as "College"), located at [redacted] and [redacted], a [insert organization structure, e.g., New York corporation, Delaware limited liability company, etc.] [redacted] with an address at [redacted], for itself, its successors, and/or its legal representatives ("Licensee").

WITNESSETH

WHEREAS, Licensee desires to conduct the Event (as hereinafter defined) which requires certain facilities; and

WHEREAS, Licensee has determined that Licensor has facilities on the College campus that are suitable for Licensee to conduct the Event; and

WHEREAS, the parties desire to enter into an agreement whereby Licensor will make the Premises (as hereinafter defined) available to Licensee to conduct the Event.

NOW, THEREFORE, Licensor and Licensee agree as follows:

I. FACILITIES; USE; "AS IS"

A. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a non-exclusive, revocable license to use the facilities at the College as described on **Schedule A** annexed to and made a part of this Agreement (hereinafter referred to as the "Premises"), on the date(s) and at the time(s) set forth on **Schedule A**.

B. Licensee may use the Premises for the sole purpose set forth on **Schedule A** (hereinafter referred to as the "Event") and for no other purpose.

C. Licensee agrees to accept the Premises "as is" after having inspected the Premises, or waived such inspection, and finds the Premises suitable to use for the Event. Licensee acknowledges and agrees that Licensor shall have no obligation to do any work in or to the Premises in order to make it suitable and ready for occupancy and use by Licensee.

II. LICENSE AND OTHER FEES; SECURITY DEPOSIT

A. Licensee shall pay Licensor a license fee and additional fees for time, space, equipment and services provided by Licensor in connection with the Event, all as set forth on **Schedule B** annexed to and made part of this Agreement.

B. All fees and sums due Licensor under the terms of this Agreement shall be payable by money order, credit card, wire transfer or bank check, and without any set off or deduction whatsoever. Fees are not refundable, except to the extent expressly stated in this Agreement. If any charges and fees due Licensor are not timely paid, then Licensor may, at its sole option and without notice, either: (i) terminate this Agreement and the use permitted hereunder and retain all sums previously paid to Licensor; (ii) elect to continue this Agreement and deduct such fees and charges due, or any part thereof, out of the receipts, if any, from the sale of tickets or subscriptions to the Event; or, (iii) refuse admission to the Premises until such payments have been made. Licensor's election to continue the Event despite all payments not having been received, shall not constitute a waiver of any sums due, or of the date such are due, and upon any further default in payment by Licensee, Licensor shall retain any money already paid without liability on its part, and Licensee shall be and remain liable to Licensor for any balance remaining to be paid as required under this Agreement. Licensee hereby assigns said receipts and the security deposit set forth in **Schedule B** to Licensor to the extent of the amount of any outstanding charges due by Licensee under this Agreement. In the event that Licensee is in arrears for any charges or fees due Licensor, Licensee waives its right, if any, to designate the items against which payments made by Licensee are to be credited and Licensor may apply any payments made by Licensee to any items which Licensor in its sole discretion may elect irrespective of any designation by Licensee as to the items against which any such payment should be credited.

C. At the time of delivery of an executed copy of this Agreement, Licensee shall pay a security deposit as set forth on **Schedule B** as security for any damage to the Premises and for the payment of any sums required by (including but not limited to those required pursuant to Article II.D of this Agreement), and the performance of, Licensee's obligations under this Agreement. Provided Licensee has fully complied with all of its obligations under this Agreement and is not in default with respect to any part of this Agreement, the remaining balance (if any) of the security deposit shall be returned to Licensee within thirty (30) days after the later of the date that the Event ends or the date that this Agreement is terminated or revoked.

D. Charges for additional time, space, equipment, and/or services which were not contemplated or ascertainable at the time of execution of this Agreement shall be billed at Licensor's standard rates and shall be payable promptly upon notification by Licensor that such charges are due.

E. **Time shall be of the essence with respect to all payments required pursuant to this Agreement.**

F. Licensee acknowledges and agrees that pursuant to this Agreement, Licensor has reserved the Premises for Licensee's use on the date(s) specified in **Schedule A**. In reliance thereon, Licensor has declined to pursue and/or has refused offers from others desiring to use the Premises on those dates. If Licensee desires to cancel the Event or change the date(s) thereof, or in any manner terminate this Agreement, Licensee shall provide written notice to Licensor. Irrespective of such notice, Licensor shall have the right to retain any and all fees or deposits paid or provided to Licensor pursuant to this Agreement and, further, Licensee shall be obligated to pay Licensor any remaining balance owed pursuant to this Agreement; provided, however, that if the notice is provided by Licensee to Licensor at least thirty (30) days prior to the Event, then Licensor

may, in its discretion, license the Premises to another licensee and, to the extent sufficient revenue from such alternate licensee is received, such remaining balance owed shall not be due.

III. CONDITION OF PREMISES

A. Licensee will maintain in good order, condition and repair the Premises and any furnishings, fixtures, and equipment located in the Premises owned or leased by Licensor, reasonable wear and tear excepted. Licensee shall promptly notify Licensor of any conditions that require repair or other attention by Licensor

B. The Licensee shall not allow any accumulation of merchandise, containers, debris or any other material on the areas adjacent to or about the Premises. If the Licensee fails to comply with such provisions, the Licensor may correct the condition and charge the cost thereof to the Licensee as an additional license fee, in addition to all other rights and remedies reserved to the Licensor under this Agreement.

IV. EXISTING CAPACITY NOT TO BE EXCEEDED

Licensee shall not permit entry of more than the number of persons permitted by laws, rules, regulations, and directives of federal and City and State of New York governments, courts, governmental authorities, and legislative bodies, and policies and requirements of Licensor and the College (collectively, "Laws") applicable to the Premises and the Event. In the event that the number of persons authorized by Licensor and/or College policies or requirements is lower than the number permitted by other applicable Laws, the lower number shall take precedence. Notwithstanding the information set forth on **Schedule A**, in no event shall the number of persons allowed at the Event exceed the existing legal capacity of the Premises, nor shall any persons be allowed to use or occupy any space in the Premises as standing room unless standing room is allowed by a public assembly permit or other government-issued authorization. The statement in this Agreement of the Event to be conducted by Licensee shall not be deemed to constitute a representation or guaranty by Licensor that such use is lawful or permissible in the Premises under the certificate of occupancy for the building(s) in which the Premises are located (each, the "Building").

V. COMPLIANCE WITH LAWS/APPROVALS/ RESTRICTIONS ON USE

A. Licensee covenants and agrees to abide by, conform to, and comply with applicable Laws and will not do nor allow anything to be done on the Premises during the term of this Agreement in violation of any such Laws. Licensor makes no representation that the Premises comply with applicable Laws or that the Premises are suitable for the Event.

B. Licensee agrees that one of the express conditions of this Agreement is that Licensee will not use nor attempt to use any part of the Premises for any purpose other than the Event, nor for any use or proposed use which will be contrary to applicable Laws or detrimental to the reputation of Licensor or the College. Licensee further agrees, as an express condition of this Agreement, that if Licensor, in its sole and absolute discretion, deems any proposed or existing use to be contrary to applicable Laws or detrimental to the reputation of Licensor or the College,

Licensor may immediately terminate this Agreement, and/or interrupt such use or the Event, and dismiss or cause the attendees or participants to be dismissed. Upon the exercise by Licensor of any such discretion, all rights of Licensee hereunder shall immediately terminate. In any such event, Licensor shall be entitled to retain all money paid or agreed to be paid by Licensee; and, Licensee agrees that any claim by Licensee for damages arising out of any act of Licensor, its agents, or employees, in the exercise of Licensor's discretion under this clause shall be and is hereby waived by Licensee and there shall be no other liability of any kind on the part of Licensor, and Licensor is totally released by Licensee hereby.

C. Licensee agrees to secure in advance of the Event and maintain, any and all licenses, certificates and/or permits that may be required for any permitted use and to do all other acts necessary to comply with all applicable Laws governing the Event and the use permitted herein, or otherwise applicable to the Premises. Upon request by Licensor, Licensee shall submit to Licensor prior to the Commencement Date copies of such permits and licenses required to be obtained by Licensee.

D. Licensee covenants and agrees that it will not allow any smoking at the Event or on the Premises. Licensee covenants and agrees that it will not offer or serve alcoholic beverages and that it will not allow any consumption of alcoholic beverages at the Event or on the Premises.

E. Licensee covenants and agrees that no food, or non-alcoholic beverages or other items shall be served, and no articles sold, without the prior written consent of Licensor.

F. Licensee agrees not to do or permit anything to be done or placed in or on the Premises that will in any way create a fire hazard.

G. The Premises shall be cleaned and sanitized by Licensee at the cost and expense of Licensee on the schedule set forth in **Schedule A**. All cleaning and sanitizing services shall be performed by duly licensed and insured professionals whose presence at the Premises or the Building or College campus, as applicable, will not result in any labor unrest, dispute, slowdown, strike or disharmony whatsoever by labor rendering or scheduled to render services at or within the Premises or the Building or College campus. If the use by Licensee of any vendor, supplier or any other party causes or threatens to cause or create any labor unrest, dispute, slowdown, strike or disharmony of any nature whatsoever, Licensee shall immediately discontinue the use of such party and take such other remedial measures as may be necessary in order to restore labor harmony.

H. Licensee shall, at its own cost and expense, store and dispose of all of its garbage and waste matter in a manner that prevents the emanation of any odor and effluent and in compliance with applicable Laws.

[If applicable/desired, College may add all or some of the following language] Without limiting the generality of the foregoing, all refuse shall be kept in airtight containers, and removed in heavy duty plastic bags from the Premises after business hours via the entry to the Premises and discarded at a location reasonably designated by Licensor in heavy duty plastic bags to a location in or near the Building reasonably designated by Licensor, during hours designated by Licensor. In removing such garbage and waste matter from the Premises, Licensee shall use closed containers of such a nature that in the process of such removal no refuse or waste matter shall spill or flow

from such containers. Licensee shall pay the cost of such removal directly to the carting company supplying such service to Licensee. All deliveries shall be made to and from the Premises via the route and during the hours reasonably designated by Licensor from time to time and in accordance with rules reasonably promulgated by Licensor from time-to-time.

VI. SECURITY

A. If the Licensor determines that the Event requires security, then that requirement and the fee payable for such security will be reflected on **Schedule B**. All such security shall be under the control and supervision of the College.

B. Licensor shall at all times maintain the authority to implement whatever security and crowd control measures it deems appropriate for the nature of the Event and the anticipated and actual crowd size in its sole and absolute discretion. Licensor has the right to determine at any time during the term of the Agreement on notice to Licensee (which notice may be given orally) that the Event requires security or additional security. Licensee agrees that a determination by Licensor that security is required for the Event is not and shall not be deemed to be an assumption by, or transfer to, Licensor of liability, and that Licensee shall remain liable for the acts and omissions of Licensee and its invitees (including attendees at the Event), employees, agents, contractors and subcontractors and anyone else affiliated with Licensee or the Event. If Licensor determines that security is needed, at Licensor's election, Licensor has the right (i) to assign a reasonable number of its own Public Safety Officers to the Event though it reserves the right to adjust this number (up or down) in its absolute discretion, at the cost and expense of Licensee, which cost shall be paid by Licensee promptly upon notification by Licensor of the charges therefor as additional fees hereunder; and/or (ii) to require Licensee to arrange for New York City public safety officers and/or police to be present at the Event for this purpose at Licensee's cost and expense; and/or (iii) to require Licensee to contract with a duly licensed and credentialed private security firm (whose security guards shall have Fire Guard certification) to provide the security and the fee payable for such security shall be borne by Licensee (it being understood that only unarmed security guards will be assigned to patrol the Event) and in its sole discretion. Licensee must provide Licensor with proof of contract with said private security firm at least five (5) days prior to the Event. At any time before or during the Event, Licensor may require Licensee to increase the number of security guards assigned to cover the Event, at the cost and expense of Licensee, which cost shall be paid by Licensee promptly upon notification by Licensor of the charges therefor.

VII. INSURANCE

A. Throughout the period of this Agreement, Licensee shall maintain commercial general liability and property damage insurance (hereinafter collectively "insurance") through a carrier licensed to do business in New York State. Licensee shall provide Licensor with a certificate of insurance at least three (3) days prior to the Event. Licensee shall be required to provide Insurance coverage in no less than the following amounts:

| | |
|------------------------|---|
| Combined Single Limit: | One Million Dollars (\$1,000,000.00) per occurrence for bodily injury & property damage |
|------------------------|---|

Aggregate: Three Million Dollars (\$3,000,000.00) per location^a

Such insurance may be carried under a blanket policy covering each of the Premises and other locations of Licensee, if any, provided that (x) a certificate of insurance is issued to Licensor or (y) such a policy contains an additional insured endorsement, including a declarations page showing Licensee's liability limits under this Article VII, and, in either case, (i) naming Licensor and its Additional Insureds (as hereinafter defined) as additional insureds, (ii) specifically referencing each of the Premises; and (iii) guaranteeing a minimum limit available for each Premises equal to the limits of liability required under this Agreement.

B. All insurance policies required hereunder shall be endorsed to and name The City University of New York, the Dormitory Authority of the State of New York, the State of New York and the City of New York, as well as their respective officers, directors and employees, as additional insureds (the "Additional Insureds").

C. To the extent not covered by insurance, Licensee shall be solely responsible for the following, as well as any other applicable insurance:

1. All taxes and remittances to proper authorities;
2. All user fees;
3. Compensation, workers' compensation, and disability insurance of all persons performing services in connection with the Event (except for the Licensor's personnel) as required by New York law;
4. Refunds for advance ticket sales to the Event; and
5. Licenses and permits of every kind.

D. The obligations contained in this Article shall survive the expiration or earlier termination of the Agreement.

E. Licensee agrees that if Licensee fails to comply with the requirements of this Article, Licensor shall be entitled to terminate this Agreement and retain any and all payments made by Licensee.

VIII. INDEMNIFICATION

A. Licensee shall indemnify, defend and hold the Additional Insureds, and their respective officers and employees, agents and representatives, harmless against all costs and expenses, actions, lawsuits, judgments, claims, damages, liabilities, penalties, losses, fines,

^a [NOTE TO CAMPUS COUNSEL: The required amount for single limit and general aggregate should be reviewed by the campus based on an assessment of the Event activities and any corresponding potential risk of loss. For example, large and/or higher risk events, such as festivals and rallies open to the public and political events may require higher limits.]

attorneys' fees and judgments arising out of or relating to the use of the Premises, this Agreement and the Event, except to the extent caused by the gross negligence or intentional misconduct of Licensor. The obligation to indemnify, defend and hold harmless under this Article includes, without limitation, the following: (i) the unauthorized use or performance of any idea, creation, literary, musical or artistic material or intellectual property works or the performing arts in connection with this Agreement; and, (ii) any art done or words spoken by Licensee, its performers, agents or employees during any such performance.

B. Licensee agrees to use and occupy the Premises and other facilities of the Building at its own risk and hereby releases Licensor and the Additional Insureds from all claims for any damage or injury to the full extent permitted by Law. The risk of loss of or damage to any personal property of the Licensee shall be borne by the Licensee.

C. The obligations contained in this Article shall survive the expiration or earlier termination of this Agreement.

IX. DEFAULT; LICENSOR MAY CURE DEFAULTS

A. Licensor shall have the right, in its sole discretion, to terminate this Agreement in its entirety at any time with immediate effect upon written notice to Licensee given in accordance with Article XXII of this Agreement upon the occurrence of any of the following:

1. Licensee assigns, sublets or mortgages this Agreement.
2. Licensee suffers any lien or order for the payment of money to be filed against the Premises or the Building.
3. Licensee defaults in the performance of any of its covenants, conditions or obligations under this Agreement, including Licensee's obligation to comply with applicable Laws.

B. If Licensee shall default in performing any covenant or condition of this Agreement, Licensor may perform the same for the account of Licensee, and if Licensor, in connection therewith, or in connection with any default by Licensee, makes any expenditures or incurs any obligations for the payment of money, such sums so paid or obligations incurred shall be deemed to be additional fees hereunder, and shall be paid by Licensee to Licensor within thirty (30) days of rendition of any bill or statement therefor accompanied by reasonable supporting documentation.

X. UTILITIES

A. Licensor agrees to provide all ordinary electricity, water and heat to the Premises, to the extent that same are currently provided to the Premises. Licensor does not guarantee that the air conditioning equipment will be in working order during the term of this Agreement or during the Event.

B. Unless there is a restriction set forth on **Schedule A** attached hereto with respect to a particular Premises, Licensee shall be permitted to use any elevators currently located in or serving the Premises, provided that Licensor does not guarantee that the elevators will be in working order during the term of this Agreement.

C. Licensor shall not be liable to Licensee for any loss or damage or expense which Licensee may sustain or incur if either the quantity or character of electric service is changed or is no longer available or suitable for Licensee's requirements. Licensee covenants and agrees that at all times its use of electric current shall never exceed the capacity of existing feeders to the Building or wiring installation. Licensor reserves the right, upon reasonable advance notice to Licensee (which may be given in person or by telephone) (except no notice shall be needed in the event of an accident or emergency), to suspend operation of electricity, water and heating, ventilation, air conditioning service and elevator service to the Premises and the equipment related thereto at any time that Licensor, in its reasonable judgment, deems it necessary to do so for reasons such as accidents, emergencies or any situation arising in the Premises or within the College campus which has an adverse effect, either directly or indirectly, on the operation of such equipment, including without limitation, reasons relating to the making of repairs, alterations or improvements in the Premises or the College Campus, and Licensee agrees that any such suspension in the operation of such equipment may continue until such time as the reason causing such suspension has been remedied and that Licensor shall not be held responsible or be subject to any claim by Licensee due to such suspension; provided, however, Licensor hereby agrees to use commercially reasonable efforts (without the obligation to use overtime or premium-pay labor) to restore any such suspensions. Licensee further agrees that Licensor shall have no responsibility or liability to Licensee if operation of such equipment is prevented by a Force Majeure Event (as hereinafter defined), or by the orders or regulations of any federal, City or State of New York authority or by failure of the equipment or electric current, steam and/or water or other required power source.

D. In the event internet services are provided by Licensor to Licensee at the Premises (provided the parties agree that Licensor shall not be obligated to provide internet), Licensee acknowledges and agrees that use of such internet is at Licensee's own risk.

XI. DAMAGE TO PREMISES; FORCE MAJEURE EVENTS

A. Licensee shall not make any alterations or changes of any kind to the Premises or to anything in the Premises, nor allow any to be made. In case damage of any kind shall be done to the Premises or to the furnishings, fixtures or equipment in the Premises, Licensee agrees to pay, in addition to the sums mentioned above and on **Schedule B**, the amount of such damage or such amount as shall be necessary to put the Premises in as good order and condition as the same were at the commencement of this Agreement. Licensee shall not do or permit to be done on the Premises anything that will tend to injure, mar or in any manner deface the Premises and, further agrees not to drive or place any nails, tacks, or screws in or on the Premises. Decorations by Licensee shall only be made under the supervision and with the approval of Licensor.

B. Licensor shall not be liable for any damage to any property in the Premises at any time caused by water, rain, snow, steam, gas, or electricity, which may leak into, issue or flow

from the pipes or plumbing work or wires, or from any part of the Building, or from any other place; nor shall Licensor be liable to Licensee, its employees, agents or invitees or anyone else for any loss of, damage to, or theft of property from or in the Premises.

C. If the Premises be destroyed either wholly or in part, or damaged by fire or the elements, mob or riot, or if use of any part of the Premises or equipment, or performance of any part of this Agreement be prevented or interfered with, by strikes, government regulation, public health or safety emergency (including without limitation Premises or College campus closures, limitations on activities permitted at the College, limitations on the number of individuals that may be present at activities at the College, and similar consequences resulting from or related to the COVID-19 or other public health and/or safety emergency), or any other cause beyond the reasonable control of a party (each a “Force Majeure Event”) prior to or during the time for which use of the Premises is licensed, either party may, in its discretion terminate this Agreement. In the event of such a termination, Licensor shall return to Licensee any payments that may have been made to Licensor for the proportionate period of use prevented or interrupted by the Force Majeure Event except that Licensee shall remain responsible for Licensor’s out-of-pocket expenses actually incurred and any non-cancelable Licensor obligations. Neither party shall be liable to the other for any loss or damage to personal property, or other damage, delay, inconvenience, or annoyance arising from or because of a Force Majeure Event and each party hereby expressly waives any claims for such damages or compensation.

XII. REVOCATION

In the event of a public health or safety emergency, including, without limitation, Licensor’s operational needs as a result thereof, as the foregoing shall be determined in Licensor’s sole discretion, or upon directive by any federal or City or State of New York government agency, Licensor may at any time revoke the license granted hereunder and/or terminate this Agreement immediately upon written notice to Licensee. In the event of revocation and/or termination by Licensor pursuant to this Article, Licensor shall refund any unused amounts paid by Licensee as a security deposit and/or the license fee, if the Event has not occurred, or a pro rata portion of the license fee if the Event has commenced but has not concluded; and, Licensee agrees that any claim by Licensee for damages arising out of any act of Licensor, its agents, or employees, in the exercise of Licensor’s discretion under this Article shall be and is hereby waived by Licensee and there shall be no other liability of any kind on the part of Licensor, and Licensor is totally released by Licensee hereby.

XIII. ENTRY BY LICENSOR

Licensor, its employees, officers, agents, and representatives, shall have the right at all times to enter any part of the Premises.

XIV. OBSTRUCTION; ACCESS

A. Licensee agrees not to obstruct any portion of the sidewalks, entries, vestibules, halls, elevators, or ways of access to public utilities of the Building, or to allow them to be used for any purpose other than for ingress and egress to and from the Event.

B. Licensee shall not permit Licensee and its invitees, employees, agents, contractors and subcontractors and anyone else affiliated with Licensee or using the Premises under this Agreement to: (i) assemble, congregate or to form a line outside of the Premises or the College campus or otherwise (except in the case of an occasional unanticipated line provided that notice of such forming line is given to Licensor and provided further that such line is managed by Licensee and in such case any indemnification or other obligation of Licensee under this Agreement that was otherwise limited to the Premises shall be expanded to include those areas outside of the Premises) or otherwise impede the flow of pedestrian traffic outside of the Premises or College campus or (ii) park or otherwise leave bicycles, wagons or other similar items outside of the Premises or the College campus except in locations designated by Licensor from time-to-time. Licensee shall and shall require all such persons to comply with rules promulgated by Licensor from time-to-time regarding access and ingress to and egress from the Premises. Licensee acknowledges and agrees that Licensor shall be permitted to limit the means of ingress and egress to and from the Premises and the College Campus, and Licensee shall be responsible for implementing any rules or restrictions on access and ingress to and egress from the Premises, and ensuring compliance therewith, by its invitees, employees, agents, contractors and subcontractors and anyone else affiliated with Licensee or using the Premises under this Agreement.

XV. END OF TERM

A. On or prior to the expiration of the Term, Licensee shall have removed all of its property from the Premises, and shall leave the Premises broom clean and in as good or better condition as when Licensee took possession of the Premises, wear and tear excepted. Licensee shall pay Licensor Five Hundred Dollars (\$500.00) for each day that Licensee shall have failed to do the foregoing. Payment of said sums shall not be in prejudice to any other rights available to Licensor in respect to Licensee's violation of this provision. If Licensee fails to remove its property by the end of the Term, Licensee shall be deemed to have abandoned same and Licensor may dispose of same in such manner as Licensor may determine. Licensor reserves the right to charge Licensee reasonable fees for any repairs needed above and beyond normal wear and tear upon the exit of Licensee from the Premises.

XVI. LABOR DISPUTES

Licensee agrees that it shall be the distinct obligation of Licensee and of all persons connected with Licensee, including, without limitation, employees, agents and independent contractors thereof, not to involve Licensor in any labor disputes. In the event that such a labor dispute arises, Licensor has the absolute privilege and right to cancel this Agreement and Licensee shall remain liable for all payments hereunder.

XVII. ASSIGNMENT PROHIBITED

Licensee shall not assign nor transfer this Agreement, nor any of the rights, obligations or remedies of Licensee hereunder. Any purported assignment or transfer in violation of this Article will be void.

XVIII. ADVERTISEMENTS

A. Licensee shall not use any name, logo, trademark or picture of Licensor or the College in any advertisement or in any other written or oral communication without Licensor's prior written consent, except that Licensee may provide the name and address of the College as the location for the Event.

B. Licensee shall not post, exhibit, or allow to be posted or exhibited any signs, advertisements, show bills, lithographs, posters, cards or flyers of any description on any part of the Premises, or at any other location on the College campus, without prior written approval of Licensor.

XIX. RELATIONSHIP OF PARTIES; LICENSOR LIMITATION OF LIABILITY

A. Except as expressly set forth herein, neither this Agreement nor any act of the parties shall be construed as creating a partnership, joint venture or association of any kind, nor a relationship of landlord and tenant, nor any other relationship other than licensor and licensee. Licensee shall in no way represent to others, either orally, in writing, or in advertisements or promotional material of any kind that there is any relationship between Licensee on the one hand and Licensor and/or the College on the other.

B. No trustee, officer, director, employee or agent of Licensor shall be personally liable for any judgment, award or deficiency after execution thereon arising under this Agreement, and Licensee hereby waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Licensee. The limitations of liability contained in this Section shall apply equally and inure to the benefit of the Additional Insureds, present and future advisors, beneficiaries, participants, representatives and their respective constituent partners, members, shareholders, trustees, heirs, successors and assigns. Notwithstanding any contrary provision in this License, neither Licensor nor the Additional Insureds shall be liable for any injury or damage to, or interference with, Licensee's business, including loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, or for any form of punitive, special or consequential damage, in each case however occurring. The foregoing shall be in addition to, and not in limitation of, any further limitation of liability that might otherwise apply. The provisions of this Section shall survive the expiration or earlier termination of the Term.

XX. USE OF FURNISHINGS/EQUIPMENT

A. Licensee shall be permitted use of the furnishings in the Premises (unless excluded on **Schedule A** annexed hereto) presently existing within the Premises (the "Existing Furnishings") provided, however, that: (i) Licensee shall not sell, sublease, encumber or otherwise dispose of or move the Existing Furnishings from the Premises without Licensor's prior written consent; (ii) Licensee shall maintain the Existing Furnishings in substantially the same condition as existed on the first day that Licensee comes on to the Premises pursuant to this Agreement and **Schedule A** (the "Commencement Date") and shall surrender the Existing Furnishings to Licensee upon the expiration or termination of this Agreement in substantially the same condition as existed on the Commencement Date, reasonable wear and tear excepted. Licensee shall be responsible to reimburse Licensor for the

cost to replace with a new reasonably comparable item any item of Existing Furnishings that is not returned to Licensor upon that expiration or termination of this Agreement in substantially the same condition as existed on the Commencement Date, reasonable wear and tear excepted.

B. Licensor must approve the use of any equipment by Licensee in connection with the Event. Licensee agrees that the method of installation and operation of any such equipment shall be subject to the supervision of Licensor. Licensee shall supply a qualified operator or operators at its own expense for the operation of such equipment, unless prohibited by applicable collective bargaining or other agreements. Licensor may agree to allow such equipment to be operated by employees of Licensor, at Licensee's sole cost expense at rates established by Licensor.

XXI. RECORDING/BROADCASTING

No audio or video broadcasting and/or recording of the Event shall be allowed without the prior written consent of Licensor. Licensee agrees that the method of installation and operation of any machinery used for permitted broadcasting and recording shall be subject to the supervision of Licensor. Licensee agrees to assume responsibility for, and in accordance with Article VIII (Indemnification) to defend, indemnify and save Licensor harmless from any liability from any claim or cause of action arising out of the broadcasting of the Event or in any recording or publication of the Event, or in any other manner.

XXII. NOTICES; CONTACT PERSONS

A. Except as otherwise expressly provided in this Agreement, all notices, demands, requests or other communications which are required or desired to be given hereunder shall be in writing and shall be given personally or by mail through the United States Post Office, addressed to the Party as set forth at the beginning of this Agreement. Licensor hereby designates the College's Vice President for Administration as the agent to receive notices intended for Licensor. A copy of all notices sent to Licensor shall also be given at the same time and in the same manner to the General Counsel, The City University of New York, 205 East 42nd Street, New York, New York 10017, with a courtesy copy by email to ogc@cuny.edu. Notices shall be deemed given when received, if delivered personally, or on the third (3rd) business day after deposit with the United States Post Office, if mailed.

B. Prior to the time that Licensee first enters the Premises pursuant to this Agreement, Licensee and Licensor shall inform each other of the names, titles, email addresses and telephone numbers (including mobile numbers) of their respective representatives who shall be contacted regarding any routine administrative matters and to communicate information or events relating to the Event. The above shall not be in lieu of any formal notice required or desired to be given under this Agreement, which notice shall be given in accordance with Article XXII.A.

XXIII. HEALTH AND SAFETY

A. Licensee agrees, at Licensee's sole cost and expense, to comply, and to cause its officers, directors, representatives, employees, agents, guests, invitees, performers, participants,

vendors and independent contractors to comply, with both requirements and (to the extent reasonably possible) guidance issued by the federal, state and local governments and all agencies and instrumentalities thereof relating to COVID-19 or other pandemic- and health-related requirements, as such requirements may change from time to time, applicable to Licensee, the Event, the Premises, the Building, and the College campus, as applicable, including, without limitation, with all applicable permits and health care requirements and recommendations of the New York City Department of Health and Mental Hygiene and New York State Department of Health.

B. Licensee shall comply, and shall cause all of Licensee’s officers, directors, agents, representatives, guests and other invitees present at the Premises to comply, with Licensor’s and College’s reasonable rules and procedures (which may be updated from time to time as requirements change) on notice to Licensee, which notice shall be given by email sent to the Licensee’s email address for notices: [redacted] (“Licensee’s Email Address”).

Commented [A1]: Add Licensee representative’s email address

C. Each party shall notify the other (which notice shall be given to by email sent to Licensor at [redacted] or to Licensee’s Email Address, as applicable) promptly upon becoming aware of such party’s employees, agents, independent contractors or anyone else affiliated with Licensor, College or Licensee, as the case may be, that accessed the Premises and/or College campus and tested positive for COVID-19 or became symptomatic for COVID-19.

D. Notwithstanding the anything to contrary contained in this Agreement, in the event of Licensee’s breach of the terms of this Article XXIII, Licensor shall have the right to immediately cancel this Agreement upon giving written notice to Licensee (which notice shall be given by email sent to Licensee’s Email Address.).

XXIV. MISCELLANEOUS

A. No Waiver. The failure of Licensor to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

B. Modifications. This Agreement may not be changed or modified except by a writing signed by Licensor and Licensee.

C. Entire Agreement. This Agreement, including Schedules A and B and all attachments and exhibits thereto, if any, contains all of the terms of the understanding between Licensor and Licensee and shall not be binding until signed by Licensor and Licensee.

D. Authorization. Licensor and Licensee represent that the persons signing this Agreement on their behalf have been duly authorized to do so.

E. Governing Law.

1. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

2. The Standard Clauses for New York State Contracts, the most current version of which are available at <https://ogs.ny.gov/procurement/appendix>, are made a part hereof. Licensor and Licensee agree that if there is any conflict between the terms and provisions of Appendix A and the other provisions of this Agreement (including all other schedules and attachments thereto), the terms and provisions of Appendix A shall govern.

LICENSOR:
THE CITY UNIVERSITY OF NEW YORK ON BEHALF
OF
_____ COLLEGE

By: _____
(signature of authorized representative)

Name: _____
(print name of authorized representative)

Title: _____
(print title of authorized representative)

LICENSEE:

By: _____
(signature of authorized representative)

Name: _____
(print name of authorized
representative)

Title: _____
(print title of authorized representative)

Schedules(a):

Schedule A –Use; Premises; Date(s)

Schedule B – License Fee and Charges

SCHEDULE A

To the Agreement dated _____ between The City University of New York, as Licensor, on behalf of _____ College, and _____, as Licensee.

A. Description of Use (the “Event”):

B. Schedule of Facilities (the “Premises”):

Licensee agrees that the Event, from beginning of set up through clean up, shall take place only in the following Premises and on the dates and times set forth below.^b

All sanitization and cleaning activities to be carried out by Licensee or Licensee’s contractor must be listed below as an Activity.

| Date | Time | Location | Activity | Number of Persons Expected to be Present at Location |
|------|------|----------|----------|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

^b [NOTE TO CAMPUS COUNSEL: In order to remain compliant with IRS regulations pertaining to tax-exempt bond financings covering many CUNY properties, the term of the license may be no more than fifty (50) days in the aggregate if the licensee is a private company, a non-profit, such as a Section 501(c)(3) entity, or the Federal government (e.g., if license is for facility use every Monday for six months, then the aggregate number of days would be 24 (assuming four Mondays per month) and would thus be acceptable, as such use does not exceed the 50-day limitation). If licensee is the State or City, or an entity thereof, then the term limitation shall not apply.]

SCHEDULE B

To the Agreement dated _____ between The City University of New York, as Licensor, on behalf of _____ College, and _____, as Licensee.

- I. License Fee, \$ _____ payable as follows:
 - \$ _____ non-refundable deposit, at time of signing the Agreement
 - \$ _____ on or before _____
 - \$ _____ balance on or before _____

- II. Security Deposit, \$ _____ (payable at time of delivery of a signed copy of the Agreement)

- III. Other charges (payable at time of delivery of a signed copy of the Agreement):
 - A. Campus Security: \$ _____
 - Rate: \$ _____ per _____
 - Number of Hours: _____
 - Dates/Times: _____

 - B. Equipment: \$ _____
 - Types of Equipment: _____
 - Rate: \$ _____ per _____
 - Dates/Times: _____

 - C. Other Services: \$ _____
 - 1. Custodial/Housekeeping: _____
 - Rate: \$ _____ per _____
 - Dates/Times: _____

 - 2. Audio/Visual Aids: _____
 - Rate: \$ _____ per _____
 - Dates/Times: _____

 - 3. Event Personnel (specify type): _____
 - Rate: \$ _____ per _____
 - Dates/Times: _____

 - 4. _____
 - Rate: \$ _____ per _____
 - Dates/Times: _____

IV. TOTAL LICENSE FEE AND CHARGES: \$ _____