

BARUCH LICENSE AGREEMENT

THIS AGREEMENT made as of this [6th] day of [March 2019], between The City University of New York on behalf of [Baruch College] (hereinafter referred to as "College"), located at [One Bernard Baruch Way Box B1-104, New York, NY 10010] (hereinafter referred to as "Licensor"), and [National Speakers Association – New York Chapter] with an address at [PO Box 998, Grand Central Station, New York, NY 10163] for itself, its successors, and/or its legal representatives (hereinafter referred to as "Licensee").

Event Contact: Jill Schiefelbein
480-280-9303
jill@thedynamiccommunicator.com

WITNESSETH

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

WHEREAS, the Licensor has the Premises available on its campus; and

WHEREAS, the Parties desire to enter into an agreement whereby the Licensor will make the Premises available to the Licensee for the Event;

Now, therefore, the Licensor hereby grants the Licensee a revocable license, subject to the terms and conditions hereinafter provided, to use the Premises as specified herein.

I. FACILITIES

The Licensor hereby grants to the Licensee permission to use the following space at the College (hereinafter referred to as the "Premises"), on the date(s) and at the time(s) specified:

- A. Description of Space: [Mason Hall at Baruch College – 17 Lexington Avenue, Orchestra only and Skylight Room]
- B. Date(s): Saturday, May 11th, 2019]
- C. Time(s): As Follows:

<u>Date</u>	<u>Start Time</u>	<u>End Time</u>	<u>Scheduled Item</u>
05/11/2019	08:00 am	08:30 am	Arrival / Load In
	08:30 am	09:00 pm	House Opens
	09:00 am	05:00 pm	Event
	10:00 am	02:00 pm	Skylight Room Access
	05:00 pm	06:00 pm	Load Out / Clean Up / Depart

- D. *Changes in the schedule must be submitted to Erick Creegan, Production Manager at Erick.Creegan@baruch.cuny.edu at least 48 hours in advance and additional charges will be invoiced, due immediately. Licensor cannot guarantee fulfillment of every request for change.*
- E. *This contract does not include usage of the Balcony in Mason Hall. Any unscheduled use of the balcony will be invoiced*

II. USE

The Premises are to be used by the Licensee for the sole purpose of:

[NSA NYC Speaker-Palooza Video Showcase]

(hereinafter referred to as the "Event") and for no other purpose.

III. TICKETS

*Due to the private nature of the Event, Licensee shall not be permitted to publically advertise the sale of tickets. Licensee will be in charge of their own invitations/reservations to private guests only and will supply a full and complete manifest list of attendees to the Licensor by 3PM on the day before the Event. The maximum amount of invited guests for the Event is **ONE HUNDRED [100]** and Licensee shall not exceed this number. If Licensee exceeds this number, additional charges will apply.*

~~The Licensor shall furnish all tickets to be used in connection with Licensee's Event, except where the Licensor grants express prior written consent otherwise. Such tickets shall be serially numbered up to a maximum equal to the existing capacity for the Premises, which number is **SIX HUNDRED [600]**. The actual number of tickets supplied to the Licensee for sale may be reduced by the number of complimentary tickets retained by the Licensor. The sale and disposition of all remaining tickets shall be under the control of the Licensee. The price for the tickets shall be under the joint control of the Licensor and the Licensee. The Licensee shall be required to account to the Licensor for the disposition of all tickets, either through payment of sales proceeds or through return of unsold tickets.~~

~~If and to the extent that any tickets are made available to the Licensee for sale or other disposition, the Licensee shall abide by all statutes and laws relating thereto and shall abide by the applicable rules and regulations which have been or may hereafter be promulgated by the Attorney General of the State of New York and/or by the Department of Consumer Affairs of the City of New York; and without limiting the generality of the foregoing, the Licensee shall maintain true and complete books and records with respect to the disposition of all tickets made available to it hereunder. Such books and records will be subject to examination by the Licensor upon request during regular business hours of the Licensor.~~

IV. RECEIPTS

~~Whenever the term "Receipts" is used herein, it shall be deemed to mean all moneys received in respect of the Event from the sale of tickets. The Receipts of the Event shall be documented in a statement of the sale of tickets, to be prepared by the Licensee. Final settlement of the payment required from Licensee under Article III hereof shall be within 30 calendar days of the Event. A \$1.00 per ticket facility fee will be retained by the Licensor. This fee must be part of all publically advertised ticket prices.~~

V. FEES/PAYMENT

A. The Licensee agrees to pay the Licensor as a rental fee of **FIVE THOUSAND FOUR HUNDRED EIGHTY DOLLARS [\$5,480]**. A 30% non-refundable deposit of **ONE THOUSAND SIX HUNDRED FORTY-FOUR DOLLARS [\$1,644]** is due along with this signed contract on or before

[Wednesday, March 20th, 2019]. The non-refundable final payment of **THREE THOUSAND EIGHT HUNDRED THIRTY-SIX DOLLARS [\$3,836]** is due on or before [Friday, April 19th, 2019].

B. Time shall be of the essence with respect to such payments. Charges for additional time, space, equipment, or services, not contemplated or ascertainable at the time of execution of this Agreement shall be billed at the Licensor's standard rates, a schedule for which must be attached to this contract as Exhibit C, and shall be payable immediately upon notification by the Licensor that such charges are due.

C. **All fees and sums due to the Licensor under the terms of this Agreement shall be payable by wire transfer, money order or certified bank check drawn on a New York bank and made out to Baruch College, with 'BPAC Account 20-30-007' in the subject line. Fees are not refundable.** In case all charges and fees due to the Licensor are not paid prior to dates specified, the Licensor may, at its sole option, either terminate this Agreement and retain all sums previously paid to the Licensor, or, without recourse by the Licensee, elect to continue this Agreement and deduct such fees and charges due hereunder, or any part thereof, out of the receipts, if any, from the sale of tickets or subscriptions to the Event. Said receipts are hereby assigned by the Licensee to the Licensor to the extent of the amount of any charges due by the Licensee under this Agreement, and which may at any time remain unpaid to the Licensor.

D. Nothing above shall constitute a waiver of any right that the Licensor has to terminate this Agreement hereafter for the Licensee's failure to pay what is due or for any other reason, or require the Licensor to furnish possession or the use of the Premises until all payments have been made as described above. If each and every one of the above payments has not been made by the Licensee to the Licensor, the Licensor may, without further notice, terminate the Event or any further performance by the Licensee, or refuse admission to the Premises until such payments have been made. When the Licensor elects to continue the Event although all payments may not have been completed, this shall not constitute a waiver of any sums due, or of the date such are due, and upon any further default in payment by the Licensee, the Licensor shall retain any money already paid without liability on its part, and the Licensee shall be and remain liable to the Licensor for any balance remaining to be paid as specified herein.

VI. EXISTING CAPACITY NOT TO BE EXCEEDED

The Licensee agrees not to permit entrance of any number of persons greater than the existing capacity of the Premises; that is, **ONE THOUSAND THREE HUNDRED SIXTY-EIGHT [1,368]**, and no persons shall be permitted to use or occupy any space as standing room.

VII. COMPLIANCE WITH LAWS/RESTRICTIONS ON USE

A. The Licensee agrees that one of the express conditions of this Agreement is that the Licensee will not use nor attempt to use any part of the Premises for any purpose other than that above specified, nor for any use or proposed use which will be contrary to law or be opposed to decency or good morals, or be otherwise improper or detrimental to the reputation of the Licensor or the College, nor in any other material respect fail to fulfill its agreements hereunder. The Licensee further agrees as an express condition of this Agreement, the Licensor in its sole and absolute reasonable discretion, if it deems any proposed or existing use to be contrary to law or opposed to decency or good morals or detrimental to the reputation of the Licensor or the College, may forthwith terminate this Agreement, and/or interrupt such use or the Event, and dismiss or cause the audience or participants to be dismissed, and on the exercise by the Licensor of any such discretion, all rights of the Licensee hereunder shall immediately terminate. In any such event, with the exception of negligence on the part of the Licensor, the Licensor shall be entitled to any money paid or agreed to be paid to it hereunder; and Licensee agrees that any claim by the Licensee for damages arising out of any act of the Licensor, its agents, or

employees, in the exercise of the Licensor's discretion under this clause shall be and hereby is waived by the Licensee and there shall be no other liability of any kind on the part of the Licensor, and the Licensor is totally released by the Licensee hereby.

B. The Licensee covenants and agrees to abide by, conform to, and comply with all of the applicable laws, rules, and regulations of the United States and the City and State of New York, and the rules, regulations and policies of the Licensor, and will not do nor suffer to be done anything on the Premises during the term of this Agreement in violation of any such laws, rules, regulations or policies.

C. The Licensee covenants and agrees that it will not sell or serve, nor allow to be sold, brought into, or served on the Premises, any alcoholic beverages (including wine or beer) or liquors without the Licensor's consent. If the Licensee is seeking the Licensor's consent to serve alcoholic beverages or liquors during the Event, the Licensee must: (1) observe all applicable laws, rules, and regulations of related to the service and consumption of alcoholic beverages or liquors in New York State and must ensure that any vendor or caterer contracted by the Licensee observes the same; (2) produce a copy of the New York State liquor license procured by the vendor or caterer engaged by the Licensee to serve alcoholic beverages or liquors at the Event; and (3) present such license to the Licensor at least ten (10) days prior to the date of the Event. Failure to abide by this provision will result in the termination of this Agreement.

D. The Licensee covenants and agrees that no refreshments shall be served, articles sold, or smoking permitted, unless space is designated for such purposes by the Licensor.

E. The Licensee shall not make or allow to be made any alterations of any kind to the Premises or to any appurtenance thereof, and in case any damage of any kind shall be done to the Premises or the appurtenances thereof, the Licensee agrees to pay, in addition to the sums above mentioned, the amount of such damage or such amount as shall be necessary to put the said Premises in as good order and condition as the same were at the commencement of this Agreement. The Licensee shall not do, or permit to be done, upon the Premises anything that will tend to injure, mar or in any manner deface the Premises and further agrees that no nails, tacks, or screws shall be driven or placed in or on the Premises. All decorations shall be put up without defacing the building in which the Premises are located under the supervision and with the approval of the Licensor.

F. The Licensee agrees to secure in advance of the Event, any and all licenses, certificates and/or permits that may be requisite for any permitted use and to do all other acts necessary to comply with all laws and requirements of the State of New York, the City of New York, or any department, board or authority thereof governing the Event and the use permitted herein, or otherwise applicable to the Premises.

VIII. SECURITY

A. All security for the Event shall be under the control and supervision of the College. Unarmed security guards shall be assigned by the Licensor to patrol the Event.

B. The Licensor may in its sole reasonable discretion and at any time before or during the Event, require all attendees of the Event to undergo additional security measures, including passing through a walk-through metal detector prior to entering the Event.

IX. INSURANCE

A. At least **TWO** days prior to the Event and throughout the period of this Agreement, the Licensee shall procure and maintain public liability and property damage insurance (hereinafter collectively "insurance")

through an approved and licensed New York State carrier, as well as any other applicable insurance and provide the Licensor with a policy of insurance and a copy of the receipt for the paid premiums.

Insurance shall be in at least the following amounts:

Combined Single Limit: \$ 2,000,000.00 (\$2 million)

Aggregate: \$ 5,000,000.00 (\$5 million)

B. All certificates shall name the Licensor and Baruch College, the City University of New York, The Dormitory Authority of the State of New York, and the City of New York and their respective employees and agents as additional insureds thereunder.

C. To the extent not covered by insurance, the Licensee shall be solely responsible for the following:

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;
4. Refunds for advance ticket sales;
5. Licenses and permits of every kind, and shall indemnify and hold harmless the Parties listed in subparagraph B above against all claims and demands from (a) the unauthorized use or performance of any idea, creation, literary, musical or artistic material or intellectual property works of the performing arts in connection with this Agreement and (b) any art done or words spoken by the Licensee, its performers, agents or employees during any such performance.

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

E. the Licensee agrees that failure to comply with the requirements of this Article shall render this Agreement null and void and any payments made hereunder shall not be refunded.

X. INDEMNIFICATION

The Licensee agrees to indemnify and hold harmless 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 and their employees and agents (collectively, "Indemnitees") against all expenses, claims, damages, liabilities, penalties, losses, fines, attorney's fees and judgments (collectively, "Liabilities") arising out of or relating to the use and occupancy of the Premises or relating to this Agreement or the Event, except to the extent any such Liability is caused by the Indemnitees' negligence, willful misconduct or breach of this Agreement. Article X hereof is intended for the benefit of the Indemnitees, and shall not relieve the primary insurer of its coverage obligations.

XI. UTILITIES

The Licensor agrees to provide all ordinary electricity, water and heat to the Premises. The Licensor does not guarantee the air conditioning equipment.

XII. DAMAGE TO PREMISES

A. The Licensee shall not cause any damage to the Premises, fixtures and appurtenances to preserve the Premises in good order and condition.

B. The Licensor shall not be liable for any damage to any property in the Premises or building (of which the Premises forms a part) at any time caused by any 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 to which the Premises are a part, or from any other place or quarter; nor shall the Licensor be liable to anyone for any loss of property from or on the Premises or building, however occurring, or for any damage done to furniture, fixtures, or other effects of the Licensee, by any employee of the Licensor, or any other person except to the extent caused by the negligence of intentional misconduct of Licensor).

C. Should the Premises be destroyed either wholly or in part, or damaged by fire or the elements, mob or riot, or use of any part of the Premises, or performance of any part of this Agreement be prevented or interfered with, by strikes or any other cause prior to or during the time for which use of the Premises is licensed, the Licensor may, at its discretion, terminate this Agreement, returning to the Licensee any payments that may have been made to it for the proportionate period of use prevented or interrupted, and the Licensee hereby expressly waives any claims for damages or compensation should the Agreement be so terminated. The Licensor shall not be liable for any loss or damage to personal property or other damage, delay, inconvenience, or annoyance to the Licensee arising from or because of strikes, lock-outs, or other labor difficulties, or for any other reason beyond the control of Licensor whatsoever.

XIII. ENTRY BY LICENSOR

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

XIV. OBSTRUCTION

The Licensee agrees that no portion of the sidewalks, entries, vestibules, halls, elevators, or ways of access to public utilities of said building shall be obstructed by Licensee or used for any purpose other than for ingress and egress to and from the Premises.

XV. AS IS

The Licensee agrees to accept the Premises "as is" after having inspected the Premises, or waived such inspection, and finds the Premises suitable for the use for which permission is granted herein. *This includes construction taking place on the Premises on the day of the Event that may create noise in the venue.*

XVI. LABOR DISPUTES

The Licensee agrees that it shall be the distinct obligation of the Licensee and of all persons connected with the Licensee under this license, not to involve the Licensor in any labor disputes. In the event that such a labor dispute arises, the Licensor has the absolute privilege and right to cancel this license and Licensee shall remain liable for all payments hereunder.

XVII. ASSIGNMENT PROHIBITED

Neither this Agreement, nor any of the rights of the Licensee hereunder may not be assigned or transferred without the prior written consent of the Licensor.

XVIII. ADVERTISEMENTS

A. The Licensee shall not use the name of The Licensor or the College in any advertisement or in any other written or oral communication, except that the Licensee may provide the name and address of the College as the location for the Event.

B. The Licensee shall not post or 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 without prior written approval of the Licensor.

XIX. RELATIONSHIP OF PARTIES

Nothing contained herein, nor shall any act of the Parties be construed as creating a partnership, joint venture or association of any kind, nor a relationship of landlord and tenant between the Licensor and the Licensee. The only relationship intended to be created by this Agreement is that of independent contractor. The 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 the Licensee on the one hand and the Licensor and/or the College on the other. The use of the name of the Licensor and/or the College is permitted only for the purpose of stating where the performance or attraction will take place. The Licensor will accept no deliveries on behalf of the Licensee without prior arrangement.

XX. FIRE INSURANCE

The Licensee agrees not to do or permit anything to be done or placed in the Premises (in violation of this agreement) which will in any way increase the rate of fire insurance on the building or on property kept therein or conflict with the laws and the regulations of the New York City Fire Department, or with any insurance policy upon the building or any part thereof, or conflict with any of the rules or ordinances of the New York City Board of Health.

XXI. USE OF EQUIPMENT

The Licensee agrees that if any equipment is used in connection with the Event the type of any such equipment shall be approved in advance in writing by the Licensor, and further agrees that the method of installation and operation of any such equipment shall be subject to the supervision of the Licensor or its duly authorized representative. The Licensee agrees to supply a qualified operator or operators at its own expense for the operation of such equipment, or at the Licensor's option, the Licensee may require such equipment to be operated by employees of Licensor at the sole expense of the Licensee. *The Licensor reserves the right to regulate Licensee's sound levels, placement of musical instruments, or sound equipment if levels infringe upon activities in adjoining spaces.*

XXII. RECORDING/BROADCASTING

It is mutually agreed that no audio or video broadcasting and/or recording of the Event will be permitted without the prior written consent of the Licensor and it is further agreed that the method of installation and operation of any such machinery shall be subject to the supervision of the Licensor or its duly authorized representative. The Licensee agrees to assume responsibility for, and to defend, indemnify save the Licensor harmless from, any liability upon any claim or cause of action arising out of the broadcasting of any program from the Premises or in any recording or publication of the same, or in any other manner.

XXIII. NOTICES

All notices hereunder shall be in writing and shall be given personally or by certified mail, return receipt requested, addressed to the Party or Designated Agent as set forth at the beginning of this Agreement. The Licensor hereby designates the President of the College as the agent to receive notices intended for Licensor. A copy of all notices sent to the Licensor shall also be given in the same manner as provided herein, to the General Counsel, The City University of New York at 535 East 80th Street, New York, New York 10075. Notices shall be deemed given when received, if delivered personally, or three days after deposit with the United States Post Office, if mailed.

XXIV. MODIFICATIONS

Any change, addition, or alteration to this Agreement shall not be binding unless made in writing and signed by the Licensee and Licensor and approved as to form by the General Counsel of the University.

XXV. ENTIRE AGREEMENT

This Agreement contains all of the terms of the understanding between the parties hereto and shall not be binding until signed by the Licensor and the Licensee and approved as to form by the General Counsel to the University.

XXVI. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of New York, without regard to principles relating to conflicts of law. The courts of the State of New York in New York County and the United States District Court for the Southern District of New York shall have exclusive jurisdiction over the Parties with respect to any dispute or controversy between them arising under this Agreement and, by execution and delivery of this Agreement, the Parties to this Agreement submit to the exclusive jurisdiction of those courts.

SIGNATORY PAGE TO FOLLOW

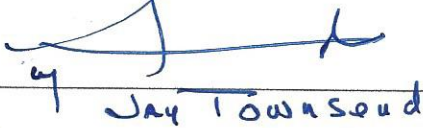
XXVII. AUTHORIZATION

The Parties represent that the persons signing this Agreement have been duly authorized to do so.

LICENSEE:

National Speakers Association – New York City
Chapter

Signature: _____


Jay Townsend

Title: _____

President Elect

Date: _____

3/12/19

LICENSOR:

The City University of New York

Signature: _____

Title: _____

Date: _____

SCHEDULE 'A' for the EVENT

Any additions or changes made to the items listed below for the Event may result in additional charges, which will be invoiced to Licensee and due immediately

Tech Notes:

Orchestra Only

Use of SR

1 Table

2 chairs

Tables and chairs for 30 in skylight room

2 Mics

Date	Item	Quantity	Venue
05/11/2019	Mason Rental Fee	1	MH
05/11/2019	Base Cost w/MH	1	SR
05/11/2019	VM*	1	MH

**The Venue Manager, a member of Licensor's staff, will be present on each day of the Event. This person serves as the primary on-site contact for questions relating to the venue, equipment and systems, employees, or other college-related issues. They can orient your technical team and assist with troubleshooting the Licensor's equipment. Please note that these persons are employees of the Licensor and work on its behalf. They should not be considered production staff by the Licensee or used as additional labor*

FOH Notes:

Orchestra Only

General Admission

1 Tables

2 Chairs

SR Needs:

Tables and Chairs for 30

Date	Item	Quantity	Venue
05/11/2019	HM	1	MH
05/11/2019	Usher	3	MH
05/11/2019	Public Safety	3	MH

Box Office Notes:
Orchestra Only
Use of SR
Not Ticketed
Invited
Private
General Admission

Baruch COLLEGE | **BARUCH PERFORMING ARTS CENTER**
 CULTURE IN THE HEART OF FLATIRON

March 6th, 2019

From:
 Baruch Performing Arts Center
 Attn: Fama Gueye
 One Bernard Baruch Way, Box B1-104
 New York, NY 10010
 (646) 312-4090
fama.gueye@baruch.cuny.edu

To:
 Jill Schiefelbein
jill@thedynamiccommunicator.com
 480-280-9303

Re: Mason Hall

INVOICE	1819-0083
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Description: Licensing payment for the usage of Mason Hall May 11th, 2019

TOTAL COST: \$5,480
Deposit: \$1,644 (due on or before Wednesday, March 20th, 2019)
Balance: \$3,836 (due on or before Friday, April 19th, 2019)

Wire Transfer (Preferred Method)

Bank's Name: Citibank N.A.
 Bank's Branch Number: 032
 Beneficiary Name: BC DFG Operating
 Beneficiary Account Number: 03731124
 Beneficiary Address: One Bernard Baruch Way, D-509, NY, NY 10010
 Bank's ABA Number: 021000089
 Bank's Swift Code: CITIUS33
 Bank's Address: 717 Avenue of the Americas, NY, NY 10010

Please indicate the incoming wire is for BPAC – A20-30-007

Checks should be made payable to:
Baruch College (with **BPAC 20-30-007** indicated on memo line).

Mail to (or drop off at Room B3-135, Baruch College):

Baruch Performing Arts Center / Baruch College
 Attention: Fama Gueye
 One Bernard Baruch Way, Box B1-104
 New York, NY 10010

Please detach the portion below and return it if you are paying by check

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REMITTANCE

Invoice#	
Name on Contract	
Date	
Amount Enclosed	

Baruch
COLLEGE

BARUCH PERFORMING ARTS CENTER
CULTURE IN THE HEART OF FLATIRON