

**SIX THREE THREE, LLC**

**SPECIAL EVENTS AGREEMENT**

This Special Events Agreement (this "Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between SIX THREE THREE, LLC, a New York limited liability company (hereafter "Owner"), and \_\_\_\_\_ (hereafter "User") regarding the temporary use of a certain portion of the 16th Floor in the building known as 633 Third Avenue (the "building") in the Borough of Manhattan, City of New York.

In consideration of the mutual terms, covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement, intending to be legally bound, hereby agree as follows:

1. **RIGHT OF USE.** Owner grants User the right to use the following areas of the 16th Floor in the building (hereafter "the designated area") between \_\_\_\_ am/pm and \_\_\_\_ am/pm on \_\_\_\_\_:

( ) Café

( ) Event Space

( ) Other: \_\_\_\_\_

2. **DESCRIPTION OF EVENT.** The designated area is to be used solely for the following event:

Announced start time: \_\_\_\_\_

Announced end time: \_\_\_\_\_

Number of people expected: \_\_\_\_\_

Open to general public: Y / N

Fundraiser for not-for-profit organization: Y / N

Food and/or beverages to be served: Y / N

3. **RENTAL FEE.** A rental fee of \$ 0.00 shall be paid by User to Owner at least thirty (30) days in advance of the date of use.

4. **SECURITY DEPOSIT.** Upon execution of this Agreement, User shall pay Owner \$ 0.00 to be deposited in an account of Owner as security for the faithful performance by User of the provisions of this Agreement. Owner may use the deposit to reimburse itself for any expenditure, damage or loss to the designated area or its contents that results from the use of the designated area by User or any of its employees, agents, guests or invitees or that results from the failure of User to comply with this Agreement.

5. **MANNER OF USE.** User shall comply with all applicable laws, ordinances, orders, rules and regulations in connection with its use of the designated area. In addition, User shall comply with the rules and regulations that are attached to and made part of this Agreement. User shall inform its employees, agents, guests and invitees of the rules and regulations and shall be responsible for ensuring that its employees, agents, guests and invitees comply with the rules and regulations. For purposes of this Agreement, the agents of User shall include all caterers, entertainers, security guards and other persons contracted by User to provide services in connection with the event.

6. **INSURANCE.** User shall, at its own cost and expense, obtain and keep in force and effect during its use of the designated area: (a) general liability insurance with a per occurrence combined single limit of Two Million Dollars (\$2,000,000.00) that covers claims for personal injury and property damage occurring in, upon or about the designated area; (b) liquor liability insurance with a per occurrence combined single limit of Two Million Dollars (\$2,000,000.00) (if User plans to serve alcoholic beverages at the event); and (c) workers compensation insurance as required by law. Any such insurance shall be written by an insurance company that is authorized to insure risks in the State of New York and that has a financial strength rating of at least "A" by A.M. Best Company. Owner shall be included as an additional insured under each insurance contract. A certificate evidencing the insurance coverage shall be provided to Owner at the time of the payment of the rental fee.

7. **SECURITY GUARDS.** User shall hire 0 security guard(s) to work at the event. The security guard(s) shall be present at all times beginning no later than 30 minutes prior to the scheduled start of the event and ending no earlier than 30 minutes after the conclusion of the event. The security guard(s) shall be responsible for maintaining order and safety at the event and for ensuring that User and its employees, agents, guests and invitees comply with all applicable laws.

8. **CONDITION OF DESIGNATED AREA.** User accepts the designated area in the order and condition that exists as of the beginning of use and agrees to maintain the designated area in the same order and condition except for reasonable wear and tear arising from the use of the designated area under this Agreement. User shall be liable to Owner for any loss or damage to the designated area or its contents that results from the use of the designated area by User or any of its employees, agents, guests or invitees. Owner shall not be liable to User or its employees, agents, guests or invitees for any damaged or missing property. The provisions of this article shall survive the termination of this Agreement.

**9. RELEASE AND INDEMNITY.** User assumes all risk for the event and shall be solely responsible and answerable for all accidents and injuries to persons and for all losses and damages to personal property that occurs in connection with the event. To the fullest extent permitted by law, User releases, discharges and covenants not to sue Owner and its members, managers, employees and agents and their successors and assigns (hereafter "Releasees") for any and all claims and liability arising out of the actions of Releasees or any other person using the designated area which causes injury, death or property damage to User or any of its employees, agents, guests or invitees. In addition, to the fullest extent permitted by law, User shall indemnify Releasees for, and hold Releasees harmless from, any liability, loss, cost, injury, damage or other expenses (including but not limited to reasonable attorneys' fees) that may occur or be claimed by or with respect to any person or property on or about the designated area and resulting from the use of the designated area by User or any of its employees, agents, guests or invitees or from the condition of the designated area. The provisions of this article shall survive the termination of this Agreement.

**10. ASSIGNMENT.** User may not sub-license the use of the designated area or assign any of its rights under this Agreement to any other person.

**11. TERMINATION.** User may terminate this Agreement up to thirty (30) days in advance of the date of use by providing written notice to Owner. Owner may terminate this Agreement without advance notice if User violates any term of this Agreement. In addition, Owner may terminate this Agreement without advance notice due to emergencies such as damage to the building or any part of the 16th Floor of the building or due to health or safety concerns. If this Agreement is terminated prior to the event, Owner shall refund the rental fee and security deposit to User. If this Agreement is terminated during the event and User has not violated any term of this Agreement, User shall be charged only for the time that the designated area was used by User. User shall not be entitled to recover any damages if this Agreement is terminated as provided in this article.

**12. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties and may be amended or modified only by a written instrument executed by Owner and User.

**13. APPLICABLE LAW.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of New York, without giving effect to the principles of conflict of laws. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded.

**14. BINDING ARBITRATION.** Any dispute or claim arising out of, under, in connection with, or in relation to, any provision of this Agreement shall be finally settled by binding arbitration in New York City in accordance with the rules of the American Arbitration Association. If the parties are unable to agree on an arbitrator, each party shall select an arbitrator and both arbitrators shall select a third arbitrator who shall arbitrate such dispute. The arbitrator shall apply New York law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute. Any judgment on any award rendered by the arbitrator

may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this article, without breach of this arbitration provision.

**15. HEADINGS, GENDER AND NUMBER.** The headings herein are inserted as a matter of convenience only, and do not define, limit or describe the scope of this Agreement or the intent of the provisions hereof. Whenever the context of this Agreement requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural and vice versa.

**16. AUTHORIZATION OF PARTIES.** The parties executing this Agreement warrant that this Agreement is being executed with the full authority of the parties and that the representatives of Owner and User whose signatures appear below are duly authorized and empowered to execute this Agreement on behalf of their parties.

**17. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties may sign this Agreement by Portable Document Format ("PDF") or telefaxed copies, and any such PDF or telefaxed copy shall be deemed to be an original, and no objection shall be made to the introduction into evidence of any PDF or telefaxed copy on grounds related to the PDF or telefaxed copy not being an original.

**IN WITNESS WHEREOF,** the parties have freely and voluntarily entered into and executed this Agreement as of the date above written.

**OWNER:**

SIX THREE THREE, LLC

By: The Peter and Carmen Lucia Buck  
Foundation, Inc., its sole member

By: \_\_\_\_\_

Name: Carrie Schindele  
Title: Executive Director

**USER:**

[\_\_\_\_\_]

By: \_\_\_\_\_

Its Duly Authorized \_\_\_\_\_

## **Rules and Regulations for Special Events**

### **General Rules**

1. Smoking or carrying lighted cigars, cigarettes, pipes or other open flames in or about any part of the building (including, without limitation, entrances, exits, elevators, stairways, corridors, halls and restrooms) is prohibited. Taper/stick candles and other candles with exposed flames are prohibited. Candles encased in glass holders may be used on tables in the café and event space.
2. The sidewalks, entrances, exits, elevators, stairways, corridors and halls of the building shall not be obstructed or encumbered by property, refuse or otherwise or used for any purpose other than for ingress or egress and for the delivery of merchandise and equipment in a prompt and efficient manner.
3. Bulky matter of any description, such as freight, furniture and business equipment, shall be delivered to and removed from the designated area only in the freight elevators and through the service entrances and corridors.
4. Flammable, combustible or explosive material, chemical or substance shall not be permitted in the designated area or the building.
5. No more than \_\_\_\_\_ persons may occupy the designated area at any time.
6. Only those areas designated in the Special Events Agreement may be used by User and its employees, agents, guests and invitees. Any equipment and supplies that belong to Owner may not be used without the prior approval of Owner.
7. Furniture shall not be moved by dragging items across the floors. All furniture moved during the event shall be returned to its original location upon the completion of the event.
8. User and its employees and agents shall not cause or permit any disturbing noises or objectionable odors to be produced upon or to emanate from the designated area. User and its employees and agents shall not use, play, operate or permit to be used, played or operated any sound making or sound reproducing device in the designated area, except in such manner and under such conditions so that no sound shall be heard outside of the 16th Floor of the building.
9. The following items may not be used in the designated area without the prior approval of Owner: popcorn machines, cotton candy machines, smoke machines, fog machines and other similar machines. In addition, confetti, glitter and other similar items may not be thrown or used without the prior approval of Owner.
10. User and its employees and agents shall have access to the designated area for the purpose of setting up for an event no earlier than two days prior to the start of the event.

11. No person shall mark, paint or in any way deface any part of the designated area or the building. Decorations, banners and other similar items may not be attached to any part of the designated area, furniture in the designated area or the building without the prior approval of Owner. Under no circumstances may decorations, banners and other similar items be attached to any part of the designated area, furniture in the designated area or the building by duct tape, nails, staples, thumb tacks, push pins or other sharp objects.
12. User shall comply with all safety, fire protection and evacuation regulations established by Owner or any applicable governmental agency. All power, audio, visual, or other cords shall be secured to prevent tripping hazards. Any safety concerns or damage to the designated area discovered by User during its use shall be reported immediately to Owner.
13. Animals of any kind are not permitted in the designated area or the building (other than guide dogs and other animals trained to assist individuals with physical impairments) without the prior approval of Owner.
14. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish or other unsuitable material shall be thrown or placed in the plumbing fixtures or appliances.
15. User and its employees, agents, guests and invitees shall remove their personal property from the designated area and the building upon the conclusion of the event. Any personal property left behind after the event shall be regarded as abandoned property and may be disposed of by Owner at the expense of User as Owner considers appropriate.
16. The designated area and the building shall be left in a clean and orderly condition. All trash shall be placed in closed garbage bags and shall be removed from the designated area and the building upon the conclusion of the event.
17. Owner may refuse access to the designated area to any person whom Owner in good faith judges to be a threat to the safety, reputation, or property of the building and/or its occupants.
18. User and its employees, agents, guests and invitees shall not allow anything whatever to fall from the windows or doors of the designated area or the building.
19. No vehicle belonging to User or its employees, agents, guests or invitees shall be parked in such manner as to impede or prevent ready access to or from any entrance or exit to or from the building.
20. User and its employees, agents, guests and invitees are not permitted at any time or for any reason to enter upon the roofs of the building.

### Rules Related to the Serving of Food and Beverages

Food and beverages may be served at an event (at User's sole cost and expense) only in accordance with the following rules:

1. The café and adjacent spaces, with permission of owner, are the only areas that may be used for cooking and food preparation.
2. Propane and bottled gas may not be used for cooking. Electric stoves with proper grounding may be used for cooking in the café. Sternos may be used to warm food during an event. Open flames (such as those used with flambé) are not permitted.
3. All tables, bars, food carriers and other equipment used to prepare or serve food and beverages shall be placed at least six inches from all walls.
4. If use of the café is authorized under the Special Events Agreement, existing café appliances and equipment may be used in the preparation and serving of food and beverages. User shall be responsible for the proper operation of café appliances and equipment. Owner shall not be responsible for any loss or damage resulting from the use of café appliances and equipment. The café and all appliances and equipment shall be left in a clean and orderly condition.
5. Beer, wine and other alcoholic beverages may not be served at the event without the prior approval of Owner. User is responsible for obtaining any needed permits for the event and for complying with all applicable liquor laws. Excessive drinking or serving alcoholic beverages to a person under 21 years of age is prohibited. Beer kegs are not permitted. Only professional bartenders may tend bar. User shall instruct all bartenders that alcoholic beverages are not to be served to any person who appears to be under 21 years of age and to any person who appears to be intoxicated. Bartenders shall request a valid driver's license or other proof of birth for any person who appears to be under 21 years of age. Cash bars are not permitted, unless a caterer is used at the event and the liquor permit of the caterer expressly permits cash bars. The floor under and behind all bars shall be covered in plastic.
6. Food, beverages and ice may not be left behind after the event without the prior approval of Owner.