

Space Use Terms and Conditions

The Center is a 501(c)3 non-profit, non-denominational, and non-partisan organization and it abides strictly to federal, state, city, and local regulations. Activities held at The Center must neither conflict with nor interfere with Center-sponsored or Center-produced programming. When such conflicts arise, The Center programming will be given priority. Failure to follow these Terms and Conditions herein or violating The Center's Community Agreements or other guidelines, may result in suspension or cancellation of this agreement at the sole discretion of The Center. The Center maintains the right to restrict or reject any group whose presence at or use of The Center negatively impacts other groups and/or individuals that use The Center. Failure to follow these Terms and Conditions may also result in the Client not being permitted to book additional space and/or forfeiting future uses of space which have already been booked at the sole discretion of The Center.

Pledge of Non-Discrimination

Our group is non-discriminatory that does and will treat all individuals and groups equally without regard to actual or perceived race; creed; color; national origin; religious background or affiliation; gender; gender expression or gender identity; sex; sexual orientation; pregnancy; age; height or weight; alienage or citizenship status; past, present or future disability or condition, including physical (e.g. HIV/AIDS), intellectual (e.g. learning disability), or psychiatric; veteran or military status, marital or partnership status, or any other protected status in accordance with federal, state or local laws.

Our group recognizes that respecting individual dignity, achieving equality and promoting intergroup harmony are the responsibilities of all people, including our group.

Our group rejects hatred and will not engage in acts or expressions of hatred directed to any person(s) or group(s).

Our group will not engage in hate speech or bigotry of any kind, nor engage in or advocate violence.

Our group will work in good faith to affirm and abide by these principles in all our activities and affairs.

Good Neighbor Pledge

The Center is a busy hub of community activity located on a mostly residential street. It is very important that we maintain a positive relationship with our neighbors while continuing to provide a welcoming atmosphere for the people who come to The Center.

The Center staff are responsible for maintaining the safety of our shared space, as well as ensuring that all of our community members are being good neighbors within The Center building and on our block. The Center staff may attempt to address behavior prior to complaints being made. The Center expects all groups and their guests will not conduct any activity that disturbs other occupants of the building or our neighbors. The Center staff will alert the Client if issues arise or it is otherwise warranted, or if another group or a neighbor complains.

To minimize disruptions to other people in The Center and to people living nearby, Client agrees all guests will follow these guidelines:

- Keep noise down in hallways and/or when in front of the building.
- When large groups and/or events using amplified sound are booked in any room, the windows and doors of that room must remain closed.
- Music should be loud enough for guests to enjoy without disrupting groups meeting in the building or The Center's neighbors. The Center reserves the right to determine when music is considered to be "too loud." Instructions by The Center staff to lower music volume must be followed.

The Center staff are authorized to end groups/events if disruptions persist, sound control is not maintained, and/or other instructions from Center staff are not followed.

Building Management

The Center staff, including the Information and Referral staff ("I&R") located at the front desk in the lobby, are responsible for maintaining the safety and efficient operation of the building. The instructions of The Center staff are to be followed at all times and without exception. There must be a person designated as the Client's Representative who will be in charge of the onsite group/event; this person must be identified in the Space Reservation Information. The designated Client Representative is responsible for communication and coordination with The Center in advance of the group/event and will be the main point of contact with I&R during the group/event.

When the designated Client Representative arrives, the Client Representative must check in with I&R and continue to be available to I&R should any issues arise that need to be addressed. Any questions/concerns that come up during the group/event are to be addressed by the Client Representative to I&R, including any requests of other Center staff. At the end of the group/event, the Client Representative is responsible for notifying I&R that the space has been cleared, and I&R will direct any additional actions as they deem necessary.

Safety

If at any time a situation arises where the building must be evacuated, for a drill or in an emergency, the Client Representative is responsible for assisting I&R to ensure that all persons attending groups/events leave the building and/or follow any instructions delivered by the I&R team immediately. The Center's Community Agreements are posted in the lobby and throughout the building, and all visitors to The Center are expected to abide by these rules and will be asked by our staff to leave the building if they do not. If anyone witnesses something that seems inappropriate in any way, they are expected to report it to I&R staff at the front desk immediately.

Client is responsible for determining and monitoring attendance for their guests. Unless a guest violates our Community Agreements, The Center does not prevent or interfere with anyone attending a group/event. If anyone associated with a Client's group/event becomes disruptive to the group/event or

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potentially disruptive to other people or groups/events in the building and the Client is unable to get the person(s) to leave the group/event, the Client must contact I&R staff immediately; I&R staff will assess the situation and perform any necessary interventions.

Client will not permit any activity that will damage or deface The Center in any manner. This includes, but is not limited to, putting up nails, tacks, or screws. Client agrees that no portion of the sidewalks, entries, vestibules, halls, or ways of access to public utilities shall be obstructed by the Client, their guests or used for any purpose other than for entering and exiting a room or the building. The Center staff have the right to enter any group/event at any time.

Client will not engage in or undertake illegal activities within The Center. Client agrees to abide by and comply with all of the applicable city, state and federal laws, rules, and regulations.

Client may use space only for the purposes indicated in the Space Reservation Information. Any change must be approved in advance. Client agrees that The Center shall not be liable for failure to provide physical properties and services in the event that such failure is caused by acts or regulations of public authorities, extreme weather, labor difficulties, strike, epidemic, interruption or delay of transportation services, delays in construction schedules or any other cause beyond the control of The Center.

The Center's safety protocols are based on recommended guidelines for COVID-19 and all other infectious diseases. We continuously monitor the applicable regulations, and adjust our protocols accordingly, including potentially different safety protocols for different spaces within The Center. While we are committed to keeping you and our staff members healthy and safe, by visiting The Center, Client voluntarily assumes all risks related to exposure. We encourage every Client and their guests to make an informed decision regarding their level of participation and personal safety measures while at The Center.

Housekeeping

It is the Client's responsibility to make sure its group/event concludes and the room is restored to its pre-event condition by the end of the reserved time as listed in the Space Reservation Information. If you need time to clean-up your event after your guests leave, you must include additional time to do so within your reservation.

Client is responsible for the following:

- If your room needs a temperature adjustment, notify I&R and they will arrange any possible adjustments. Client is not allowed to adjust or tamper with thermostats themselves.
- Client is not allowed to open windows.
- The Center is not responsible for any of the Client's or their guests' belongings or materials. Do not leave belongings or materials unattended at any time. The Client is responsible for their removal at the end of the group/event.
- Bring any unclaimed personal belongings to I&R to log in Lost and Found. We reserve the right to discard any unclaimed items.

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- Remove all literature, decorations, signs, etc. and discard unwanted items in the appropriate receptacles at the end of the group/event.
- Place all trash and recyclables in designated receptacles. Note that separate blue receptacles are labeled for paper, and for aluminum, plastic and glass. Do not overload receptacles. If extra trash or recycling receptacles or bags are needed, inform I&R and they will alert the Building Services staff.
- Do not dispose of any liquids in any of the receptacles. Dispose of all liquids in bathroom sinks. Ask I&R to contact Building Services to escort you to the slop sink to dispose of leftover ice.
- If any equipment (remotes, cables, etc.) are borrowed from I&R, they must be returned to the front desk at the end of the group/event.
- Do not tamper with any building safety equipment, such as fire extinguishers, smoke detectors, light fixtures, and fuse boxes. Report any problems with such equipment to The Center staff immediately.

Furniture and Equipment

A setup request must be made at the time of your space reservation indicating all of the furniture and equipment needed for your group/event. Requests for additional furniture and equipment must be made at least five (5) business days before a group/event. Requests received after this time are subject to availability and confirmation from The Center staff. A/V equipment that has been booked in advance will be set up in the room by the beginning of the scheduled set up time.

During the group/event, requests for additional tables and chairs will only be provided if the Building Services Team has deemed that it will not exceed the capacity of the space. At no time will any furniture be allowed to obstruct entries, vestibules, halls, sidewalks, or ways of access to public utilities. Additional equipment, if available, will come at the cost associated with the standard equipment rental fees, including same-day requests.

Client shall always exercise care in their use of The Center and its equipment. The Center reserves the right to charge Client for repair or replacement of any equipment or furniture that is damaged or lost during the period it was used by the Client. Under no circumstances shall Client remove or move furniture from or between meeting and event spaces and rooms.

Decorations

All decorations must be approved by Center staff in advance. No decorations may be attached to windows, window sills, ceilings, sprinkler pipes or light fixtures. Only painters tape may be used to affix signs to pre-approved locations; please include any necessary signage in discussions with The Center staff.

Smoke/fog machines, helium balloons, glitter and confetti are strictly prohibited. Open flames are prohibited, with the exception of sternos for catering purposes, if the Client has received advance permission from The Center staff.

Smoke-Free Environment

Smoking, vaping, and tobacco-chewing are not allowed within The Center's facility or on The Center grounds including the Garden and the sidewalk directly in front of The Center property.

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Food and Beverages

The Center does not provide catering services or kitchen access, including refrigeration, heating devices, ice, and potable water. If Client employs a Caterer, the Caterer must be approved in advance by The Center and the Client may be subject to a catering fee. An outside Caterer must be fully licensed and serves under the supervision of the Client as Client's direct subcontractor. The Caterer is held to the same standards set forth in this Agreement.

Client is responsible for providing everything necessary for food and beverage service (including linens), disposing of all unconsumed food and beverages at the end of their event, and removing all related supplies, including any coffee urns or other equipment and materials. See *Housekeeping* section.

Alcohol

All clients who intend to serve alcohol on The Center's premises are required to obtain a NYS Liquor Authority Section 98 Caterers Special Event Permit or Section 97 Beer and Wine Permit. The Client must provide The Center staff with a copy of the valid permit on or one (1) business days prior to the event date. Only the types of alcoholic beverages allowed by the particular approved permit for the Client's group/event may be served. Alcohol must be served only to persons who have been checked for proof of age and must not be served to anyone who is intoxicated or disorderly. Client must never provide alcohol to minors. Alcoholic beverages must be consumed within the space where the group/event is being held and it is Client's responsibility to ensure that alcoholic beverages are not carried out of the room booked for Client's group/event.

The Center requires all clients who intend to serve alcohol on premises of The Center to provide a service plan that includes what kind of alcohol will be served, where, by whom, and how age limits (age 21 or over) of alcohol consumption will be monitored. This service plan must be provided at the time of the reservation; The Center reserves the right to deny alcohol service if the service plan is deemed insufficient and/or unsafe.

The Center reserves the right to restrict or cease alcohol service at any time, with or without notice, and at The Center's sole discretion. This includes before or during a group/event should The Center staff determine The Center's alcohol policies have been violated, the provision of alcoholic beverages is being improperly managed, or the presence or service of alcohol represents a safety concern.

Deliveries

Client must inform The Center in advance of the names of all persons or vendors making deliveries for their group/event. Deliveries for which prior arrangements have not been made will not be accepted and The Center will not be liable in any way for the consequences of a delivery not being accepted. The Center is not liable for early deliveries that are accepted and put in the meeting room assigned to the Client before the Client arrives. It is preferred that Client arranges for deliveries to arrive after a Client representative has arrived. Client must make their own arrangements for paying for COD deliveries; The Center will not take responsibility for COD deliveries.

Changes in Room Assignments

It is part of The Center's mission to provide space to as many community groups and organizations as possible. While we do our best to honor preferences, we do not guarantee room assignments. The Center reserves the right to make room reassignments at any time and without notice. If possible, notice of reassignments will be given in advance, but advance notice may not always be possible. It is every Client's responsibility to check the daily schedule in the lobby to confirm room assignments. It is best not to include room numbers when advertising groups.

Access to Premises

Client will have access to the space(s) designated for their group/event at the times established in the Space Reservation Information ("Reservation Start/End Time"). If Client requires time before or after the group/event for set-up and clean-up, the additional time will be included in calculating the Space Fee. Any changes that extend access times will come at a cost to the Client, at the hourly rate including in the Fee Calculation. If, for its own convenience, The Center allows additional set-up/clean-up time, Client will not be charged for such time.

Fees for Use of Space and Equipment

All fees and payment conditions are detailed in the Space Reservation Information. When a group/event affects The Center's regular hours of operation or requires additional staffing from The Center, the Client will be charged an additional fee, to be determined in advance of the group/event. If any payment exceeds thirty (30) days past due, all future bookings by the Client may be suspended until all outstanding payments are received. Payments are accepted as detailed in the Space Reservation Information.

Cancellation Policy

All One Time Events are subject to a non-refundable 25% administrative fee.

For One Time Events canceled by the Client:

- A 75% refund will be provided for a cancellation made more than thirty (30) days in advance of the scheduled event date.
- A 50% refund will be provided for a cancellation made more than fifteen (15) days in advance of the scheduled event date.
- No refund will be provided for a cancellation made fourteen (14) or less days prior to the event date.

For recurring meetings and events, a minimum of 72 hours' notice prior to the group/event start time is required. Recurring meetings and events that are canceled with less than 72 hours' notice, or no notice at all, will be subject to the full reservation rate.

Client Contact/Representative Changes

If the Client's Contact(s) and/or Onsite Representative changes, the Client is responsible for notifying a Center staff person immediately.

Event/Group Listing

All activities scheduled at The Center are eligible to be listed in our weekly schedule, on The Center's website, and on The Center's schedule posted in our lobby. Group/Event information must be provided in the Space Reservation Information.

Photography and Filming

Photographing and/or filming for other than personal purposes is strictly prohibited without explicit permission from The Center. When photography and/or filming is permitted, it may only take place in the rooms contracted for in this Agreement. No photography and/or filming is permitted without the express written permission to film in common spaces of The Center including, but not limited to hallways, the lobby, the Garden, the front of the building, restrooms, any space within the Keith Haring Community Wing, and otherwise common spaces. Permitted photography and/or filming may not disrupt regular operations of The Center, its programs, services, and/or external user groups. The Center reserves the right to cease any photography and/or filming.

Use of The Center's name as a location for Client's group/event does not constitute an endorsement by The Center of the Client or the group/event. Client may not use The Center's logo in any promotional materials without permission from, and review and approval of the material by, The Center's Senior Director of Communications and Marketing or their assigned representative.

Grievance Process and Appeal

Complaints regarding any aspect of the space use experience should be addressed with the Director of Visitor Services ("DVS"). All attempts should be made to resolve grievances at that level. If the problem cannot be resolved, a written complaint may be submitted to the Senior Director of Building Operations ("SDBO") or the Chief Operating Officer ("COO") in the SDBO's absence. The Center will acknowledge receipt of the complaint, will investigate and make every effort to issue a verbal/written determination within two (2) weeks.

Appeals may be submitted in writing to the COO or the Executive Director ("ED") in the COO's absence not more than seven (7) days following the initial complaint determination by the SDBO. Written appeals must state the reasons why the complainant believes the complaint procedure has not reached an appropriate resolution. The Center will acknowledge receipt of the appeal, will investigate and make every effort to issue a written determination within two (2) weeks. That decision will be final.

Indemnification

Except for negligence or willful misconduct by The Center, Clients entering into Space Use Agreements with The Center shall indemnify and hold harmless The Center and its agents and employees from any and all claims for damages or injuries to persons or property arising from Client's activities at The Center

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and during the period covered in the Client's Space Use Agreement. In certain circumstances, and at the sole discretion of The Center, a Certificate of Insurance from the Client naming The Center as additional insured may be required as a condition of space provision. Additionally, The Center will be indemnified and held harmless for any and all damages and penalties arising from the improper use of copyrighted or trademarked materials by any Client using space at The Center.

Limitation on Liability

In no event shall The Center be liable to or otherwise responsible to the Client or its affiliates for any incidental, special, consequential, lost profit or revenue, indirect, exemplary or punitive damages that arise out of or relate to these terms or the performance or breach hereof, whether such damages or other relief are sought based on breach of contract, negligence, strict liability or any other legal or equitable theory and whether or not the party was aware or advised of the possibility of such damages. In no event will The Center be liable to or otherwise responsible to the Client for any losses in connection with, arising from or in relation to this Agreement for any amount in excess of the Fee in the Space Reservation Information.

Governing Law

This Agreement and all matters relating to this Agreement (including any and all claims, controversies, and causes of action arising out of or relating to this Agreement), whether in contract, statute, tort (including, without limitation, negligence) or otherwise, shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York, including its statutes of limitations, without giving effect to any choice of law principles thereof or other rule that would result in the application of the laws of a different jurisdiction.

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