This agreement is entered into as of date \_\_\_\_\_\_-, between The Yard and Preview Events, collectively referred to hereafter as Owner/Manager and Name \_\_\_\_\_\_\_\_\_\_ Address \_\_\_\_\_\_\_\_\_\_\_ referred hereafter as "Client."

The Yard and Preview Events LLC collectively operate the venue known as 246 Fifth, which Client wishes to make temporary use of, pursuant to the terms of this agreement.

**The conditions and terms of rental, and the responsibilities of the Client are as follows:**

**Rental Date/Time:** \_\_\_\_\_\_\_\_\_\_\_

**Parameters of Rental**

Rental of the 246 Fifth (hereafter referred to as “Venue”) includes exclusive use of the 2nd Floor of 246 5th Avenue during the specified rental term, a dedicated entrance and lobby space, in-house audio-visual equipment and decor elements as detailed in this document, a staffing complement supplied by Preview Events LLC, and basic custodial services.

**Rental Fees**

A signed agreement and non-refundable deposit of 50% of total rental/labor cost agreed to herein must be received in order to reserve and confirm rental date and time. The full contracted balance is due ten business days prior to event date. Any added costs or onsite overages must be paid within five business days following event date. A 5% late fee will be incurred if the remaining payment arrives later than 7 business day after the event.

All payments should be made by check made out to Preview Events, 246 5th Avenue, NY, NY 10001 ℅ Accounting Department or by credit card (please see attached CC authorization form).

**Setup and Breakdown**

Access to the space including for deliveries, vendor load-in, rental delivery, breakdown, removal and vendor load-out must take place within the hours specified in this contract. Client or client representative must receive and sign for all deliveries made to the Venue. Client is responsible for the removal of excess materials at the end of their rental term including the scheduling and coordination of courier pickups.

There is no freight access to the Venue -- load-in may be achieved by staircase and passenger elevator access. Client must comply with elevator weight limits and restrictions.

**Onsite Overages**

Rental and labor expenses incurred over and beyond the rental hours agreed upon in this contract will be billed to the Client at time-and-¼ until (12) total rental hours, after which additional hours will be billed at time-and-½. Overage time will be billed by the hour (rather than half-hour).

**Capacity**

Total legal capacity: 300

Lecture room - 120; 80 seated in rounds

Conference room - 80; 50 seated in rounds

**Cancellation**

50% deposit is non-refundable. Cancellations within two weeks of event date are subject to Venue retaining 100% of contracted total. Client is responsible for any additional expenses incurred by Venue on behalf of Client in regards to the event.

Venue shall not be liable for any failure of or delay in the fulfillment of its obligations under this agreement that are due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

**Insurance/Liability**

Client agrees to indemnify, defend, and hold The Yard and Preview Arts, LLC, its landlord, building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the Venue premises.

Special Event Liability insurance is required for all events, and must be submitted to Preview Events no later than (10) business days prior to the event. Client insurance must provide and maintain public liability and personal property damage insurance, insuring The Yard, LLC and Preview Events, LLC employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of Client’s use and occupancy of the premises. The insurance required hereunder shall have a single limit liability of not less than $1 million, and general aggregate liability of not less than $2 million. The Yard LLC and Preview Events LLC shall be named as an additional insured of said policy. if alcohol is to be served, Client policy must also include Host Liquor Liability coverage.

Any caterer, vendor, or third party engaged by the Client must supply insurance certificates meeting the same requirements, submitted to Preview Events no later than (10) business days prior to event date.

**City/County/State/Federal Law**

Client agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the Venue premises.

**Labor requirements**

Venue event staffing is provided by Preview Events. The required event labor will be determined at the discretion of Preview Events and customized based upon the scope of the event [please refer to customized rental/labor quote in this document]. All event staffing shall include, at the minimum: (1) Production Manager, (1) A/V technician, and (1) security guard. No event may take place without the minimum staffing complement.

Preview Events staff are called for a minimum five hour shift, and are entitled to a meal break for every six hours worked -- constituting a full hour break, OR a half-hour break with meal provided by Client. Staff overtime is dictated by hours worked over eight hours, and for any hours worked between 12:00AM-8:00AM.

All electrical, video and audio work in the space will be conducted by, or in conjunction with, Preview Events staff.

**Catering**

Client will enter into separate contract with a caterer to provide food and beverage service onsite. A final walkthrough with Preview Events staff must be conducted before the end of the rental term to ensure the Venue has been returned to its original condition. Caterer must remove all trash and recyclables generated by the event.

**Decor and signage**

Signage, branding, and decor elements are encouraged in the lobby, entry, and span of the Venue. Only low-tack vinyls, leaving no residue, are permitted in the Venue. Drilling, painting, nailing, stapling, or taping directly to walls or floors is not permitted. Decor plans should be submitted and approved by Preview Events prior to installation. Any damages occurring as a result of Client's negligence of inability to comply with these restrictions will be billed to Client in full.

**Custodial**

Client is responsible for returning the Venue to its original condition before the conclusion of the rental term. Client will be responsible for the packing and pickup of excess event materials or production rentals brought onsite. Trash and recyclables must be bagged and removed by Client or Caterer. Any damages or excessive custodial services required following the event will be billed to the Client.

**Technical Specifications and Capabilities**

246 Fifth Avenue has the following equipment:

Audio:

* Full PA system, set in 5 zones, JBL speakers
* 12 channel Digital Audio mixer
* (8) channels of wireless w/lapel or handhelds

Video:

* Video Switcher
* (3) 55” monitors on stands - mobile on castors
* (3) 55” fixed monitors throughout the space
* Archival video camera for recording and venue simulcast

Lighting/Furniture/shading

* Dimmable Track lighting in all areas
* 120 - Gray theater chairs
* (4) couches, (20) cushioned chairs, (5) side tables, (1) marble conference table
* Solar shading in all areas - Black-out white shading in the theater area

**Please sign and date below if Client agrees to all terms.**

Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Venue:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name & Title -Representative at 246 Fifth