



**SPECIAL EVENT CONTRACT**  
135 West 41st Street, New York NY 10036  
Phone (212) 278 0988 - Fax (212) 278 0989  
Email: events@arenanyc.net

Prepared by Gina La Rochelle Date: 22-Aug-12

**Contact Information**

First Toni Last Rouso  
Company Name Full House Promotions, Inc.  
Phone 646-536-7517 Fax \_\_\_\_\_  
Mobile 917-686-5657 Email toni@boutiquemodels.com  
Business Phone \_\_\_\_\_  
Address 250 Hudson Street New York, NY 10013

**Event Information**

Date of reservation Wednesday, September 12, 2012 Time 7:00pm - 12:00am  
Number of Guests 250 Guests (up to 500 at a given time) Load-Out Immediately Following Event  
Event Type Cash Bar / Fashion Show

This proposal is valid for 10 Business days following the date it was sent for approval.  
Valid until: 1-Sep-12

Event Schedule

Owners Discretion on Extending the Event Past 12:00am

Room Set-Up

ARENA to Provide the Room As-Is (no furniture removal)

Rental Descriptions

N/A

Remarks

Cash Bar Minimum of \$5,000

Client to Provide Credit Card Upon Signing Contract to be Charged if the Cash Bar Guarantee is Not Met.

If the Cash Bar Minimum is Not Met, The Credit Card on File Will Be Charged the Difference in the Net Bar Sales and the Bar Guarantee

Everything to be Loaded Out Immediately Following Event

ARENA to Provide Promoter 20% Bar Commission on Net Bar Sales totalling \$5,000 and higher

Promoter Receives 100% of All Door Proceeds

Venue Provides 5 Complimentary Bottles and 20 Drinks Tickets at the Beginning of the Event. Gratuity Not Included.

Beverages/Cocktails/Alcohol

<u>Cash Bar</u>	Start time	7:00pm
	End Time:	12:00am
	Type:	Cash Bar



Extra's:

Room Charge		N/A	
Rentals	Refer to description Section for Details	N/A	
DJ		N/A	
A/V Technician		Included	
Coat check	\$4 / Guest		
Bathroom attendants		Included	
Security		Included	
Load-In / Load-out		N/A	
Additional Services		N/A	

Price of overages that may occur the night of the event:

Extra guests		/guest
Extra Time (if permitted)	N/A	/hour

**Payment Information**

\$5,000 Bar Guarantee	Amount Due Pending Bar Ring
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**Terms & Conditions**

This event agreement is entered into on this **August 22, 2012** by and between **CIRCLE NYC, Inc.** aka "ARENA" and the licensee aka "Client" whose name is set forth above. In consideration of the foregoing, ARENA and the client hereby agree to as follows:

- 1. TERMS OF PAYMENT.** Fifty percent (50%) of your contract total is due upon signing to secure the date. The final balance, with your final guest count, is due to ARENA two weeks prior to your event date. Payment may be made by cash or check. Checks are to be made payable to ARENA. You may make up to a \$1000 deposit by credit card (American Express, MasterCard, Visa or Discover) to secure your date for up to 30 days, at which time the balance of your 50% initial deposit is due in cash or by check. All amounts larger than \$1000 paid by credit card are subject to 3.5% processing fee. Failure to produce the balance at the end of the 30 day holding period will result in the loss of your \$1000 deposit and your date will be released. If your event date is within 30 days of your contract date the full 50% deposit may be made by credit card upon the completion of a credit card authorization form.
- Except with respect to those items and services that are included as set forth in the "Extras" section, Client is responsible for all other charges related to the event, including without limitation, DJ's, overtime/overage fees, door person, A/V fees (including equipment, installation and rentals), sound or lighting engineer, cleaning, and repairs. The above mentioned fees, with the exclusion of repairs, will be agreed upon prior to the event as clearly stated in the contract. Client shall pay such charges immediately upon invoicing by ARENA. In the event that Client fails to pay within 30 days from the date of the invoice, ARENA shall charge and Client hereby agrees to pay a late charge equal to 2% per month on any unpaid amounts. Client also agrees to reimburse ARENA for any costs, including attorneys' fees, incurred by ARENA in collecting any amounts due by Client under this Agreement.
- 2. USE OF PREMISES.** ARENA grants to Client an exclusive license to use its space for the special event described herein. Notwithstanding the space licensed for the event and described hereinabove, upon unforeseeable and unforeseen occurrences beyond the control of ARENA that render the booked space unusable, ARENA reserves the right to designate a mutually agreed upon space for the event, provided that such other space is of comparable size to the space originally selected by Client. The grant by ARENA to Client of the limited rights hereunder shall not be construed as a relinquishment by ARENA of its possession, dominion or control of the premises. This Agreement does not establish or shall not be construed as establishing a landlord/tenant relationship. Any changes or modifications by Client to the space where the special event is to take place must be approved in advance and coordinated with ARENA.
- 3. MENU.** If food and/or beverage services are provided, Client shall select the food and/or beverages to be served at the event from the menu options provided by ARENA.
- 4. GUARANTEE.** Client understands that the number of guests stated on the contract is a minimum guarantee and that no discount will be given should less than the stated number of guests attend the event. Further, if any additional guests attend, above and beyond the number stated in this agreement, Client will be required to pay the same per person price per additional guest as stated as the "Menu/Package Price Per Guest" (plus applicable tax and service charge) to ARENA.
- 5. CANCELLATION.** Cancellation may be made until six (6) months prior to your event date with a \$1000.00 administrative fee. Cancellation within three (3) to six (6) months of your event date will result in the retention of your initial deposit, equaling 50% of the total cost. Cancellation within one (1) to three (3) months of your event date will result in 75% of your contract total being due to ARENA. Cancellation within one (1) month of your event date will result in the full contract total being due to ARENA.
- 6. INSURANCE.** The Client and all independent contractors who provide goods or services not provided by Caterer or ARENA approved vendors, each shall deliver Certificates of Insurance indicating that each has commercial general liability insurance in the minimum amount of \$1,000,000 per occurrence \$2,000,000 aggregate (including contractual liability and products completed operations) and property damage coverage with minimum limits of \$50,000.00 and the Client shall be named as an additional named insured under such policies of insurance for the event.
  - a) Each Party hereto shall maintain the following insurance coverage: minimum commercial general liability limits of \$1,000,000.00 per occurrence, with a \$2,000,000.00 general policy aggregate.
  - b) Umbrella excess liability limit of \$5,000,000 per occurrence, \$5,000,000 aggregate.Client shall, at its expense, comply with all rules, orders, regulations or requirements of the fire department and ARENA'S insurance carrier, and shall not do or permit anything to be done in or about the ARENA or bring or keep anything therein except as permitted by such organizations and agencies or any other authority having jurisdiction. Client agrees not to bring into ARENA any material, substance, equipment or object which is likely to cause damage to ARENA, endanger the life of, or cause bodily injury to, any person in ARENA or which is likely to cause a hazard, and to cause Client's employees, agents, contractors, performers, exhibitors and invitees to comply with such restrictions. Any decorating or other work and the material therefore done or furnished by Client shall be subject to the prior approval by ARENA and, if necessary in ARENA'S sole judgment, the approval of the fire department, and unless so approved, may be prevented or removed by ARENA.

All decorations and other combustible materials must be flame proofed and Client shall deliver to ARENA a flame proofing certificate in the form specified or required by and satisfactory to the appropriate governmental agencies. The use, possession or sale of helium filled balloons in connection with the presentation of the Event is prohibited.

Client shall, and does hereby, indemnify and hold harmless ARENA and its partners, shareholders, and the officers, directors, affiliates, agents and employees of each of them, from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, and enforcement actions of any kind, and all costs and expenses incurred in connection therewith, including remediation costs, attorney's fees and costs of defense, arising directly or indirectly from a breach by Client of the covenants set forth in Section 6 above.

**7. CONDITION OF PREMISES AT END OF SPECIAL EVENT.** Client shall take good care of the premises and fixtures, make good any injury, breakage and/or damage done by Client, its agents or guests, and will surrender the premises in the same condition the premises were in prior to the commencement of the event. At the end of the event, Client shall vacate the premises and remove any personal property brought by Client. ARENA shall have the right to charge Client for any and all cleaning, repairs, excessive rubbish removal, etc. required to return the premises to the condition in which it was delivered to Client.

**8. OVERTIME.** Client shall pay ARENA an overtime charge equal to twenty five dollars (\$25) per guest per hour [100 guests minimum] for any guests remaining on the premises after the event is scheduled to end unless otherwise noted herein.

**9. PROPERTY AMENDMENT.** Client agrees not to hang or display any advertisements or decorations without the prior approval of ARENA's management.

**10. PROPERTY DAMAGE, THEFT, LOSS, ETC.** ARENA, its employees, contractors, representatives and agents shall not be liable for any damage to property of Client or Client's guests or agents by theft or otherwise, nor for the loss of property delivered at the premises of ARENA, unless such damage is caused by or due to the negligence of ARENA.

**11. DISCLAIMER - NO LIABILITY OF ARENA - LIMITATION OF REMEDIES.** ARENA shall not be liable to Client for any interruption in Client's use of the premises, or any malfunction of any equipment rented or expendables purchased, except if such interruption or malfunction is caused by ARENA, and if said interruption or malfunction is caused by ARENA, ARENA's liability hereunder shall not exceed the contract price and Client acknowledges that its sole remedy shall be the return of its initial deposit along with any other fees and expenses paid to ARENA by the Client. Client acknowledges that if it wishes to obtain indemnity for any loss, it shall secure separate insurance coverage for same at its sole cost and expense.

**12. EVENTS WITH MINORS IN ATTENDANCE.** ARENA is not responsible for the supervision of any of the minors who attend any of the events at the premises. It will be the responsibility of the minor children's respective parent or guardian to arrange transportation to and from the facility and any other appropriate measures to ensure the safety and welfare of any child attending the event that is under the age of 18. ARENA has been informed that there will be adults at the event in charge of supervising the event and the minor children in attendance. Therefore, it is the client's sole responsibility to monitor and supervise any one under the age of 18 who attends this event.

**13. INDEMNIFICATION.** Client agrees to defend, indemnify and hold harmless ARENA from and against all claims, actions, causes of action or liabilities, including reasonable attorney's fees, arising out of or resulting from any act undertaken or committed by Client in connection with the performance of Client's obligations under this Agreement. ARENA agrees to defend, indemnify and hold harmless Client from and against all claims, actions, causes of action or liabilities, including reasonable attorney's fees, arising out of or resulting from any act undertaken or committed by ARENA in connection with the performance of ARENA's obligations under this Agreement. Client also agrees to defend, indemnify and hold harmless ARENA from any liability resulting from any claim, action or cause of action which may be asserted by third parties arising out of the performance of Client's obligations pursuant to this Contract, or arising out of or in any way related to Client, or its employees', directors', officers', contractors' or guests', negligent acts or omissions in the Premises for the Event. The insurance coverage limits set forth in Section 6 in no way limit the liability of Client under this Section 12. The indemnification obligations contained herein shall survive the expiration or termination of this Contract.

**14. MOVEMENT OF GOODS AND EQUIPMENT.** Movement of goods or equipment in or out of the premises shall only be effected through entrances and elevators designated for that purpose. No hand trucks, carts, etc., shall be used in the premises unless equipped with rubber tires and slide guards.

**15. FLAMMABLE/HAZARDOUS SUBSTANCES.** Client or any person hired or invited by Client shall not at any time bring or keep upon the premises any flammable, combustible, hazardous or explosive fluid, chemical or other substance (including without limitation, gas burners or other items to be used to heat food or beverages), or allow any unusual or objectionable odors to be produced upon the premises.

**16. THIRD PARTY VENDORS.** Any third party providing services to Client at the premises, including without limitation, caterers and other vendors, shall be approved by ARENA in advance. In addition ARENA requires a Certificate of Insurance with ARENA as an additional named insured from such vendors. ARENA reserves the right, in its sole and absolute discretion, to refuse entry to any third party that has not been approved to provide services or certificates within the premises.

**17. ALL APPEARANCES/PERFORMANCES.** ARENA has the right to final approval of any artist(s), performer(s), or celebrity(s) that are scheduled to appear and/or perform at the venue and may elect to have individuals or performers sign a waiver of release.

**18. COMPLIANCE WITH LAWS.** Client shall, at its expense, comply with the requirements of all federal, state, local or municipal laws, orders and regulations and with any lawful direction of public officers which shall impose any duty upon Client with respect to its use and occupancy of the Premises. In furtherance of the foregoing, Client shall be responsible for complying with applicable sections of The Americans with Disabilities Act of 1990 in providing any auxiliary aids and services that may be required in the presentation of the Event (including but not limited to providing a sound feed to an assistive listening system, and providing sign interpreters or audio description narrators).

**19. EJECTION.** ARENA has the right to refuse admission to any undesirable person, or cause any undesirable person to be removed from ARENA. Any employees, agents, artisans, workmen or performers employed by Client may be refused entrance to or ejected from ARENA by ARENA for noncompliance with any provision of the Agreement or for objectionable or improper conduct, without any liability on ARENA's part for such refusal or ejection. No collections, whether for charity or otherwise, shall be made or attempted without the prior written consent of ARENA, said consent not to be withheld unreasonably.

**20. FORCE MAJEUR.** If either party cancels the Event for reasons beyond its control, including fire, flood, strikes, riots, civil disturbance, acts of terrorism, government regulations, natural disaster, severe weather conditions, mechanical malfunction, or other conditions which make it impossible, illegal or inadvisable in our reasonable opinion to hold the Event, ARENA will (i) reschedule the Event for another date mutually agreed upon by the parties, (ii) apply all monies paid to another Event, or (iii) refund all monies paid without penalty, less ARENA expenses incurred in preparing for the Event.

**21. HOST LIQUOR.** ARENA reserves the right to check guest identifications and carries the sole opinion that if a guest is intoxicated, that person will no longer be served.

**22. PROMOTIONAL DISPLAYS & SIGNAGE.** All promotional display or signage must be approved by venue prior to event date. Promotional display or signage must be free standing, can ABSOLUTELY NOT be attached to walls, screens, sprinkler piping or cable railing.

**23. LEFT OVER PROPERTY.** Any production material or lost property left over before, during or after any event hosted at ARENA shall not be ARENA's responsibility.

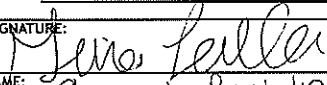
**24. CONSUMABLE PRODUCTS.** Any consumable products not limited to food or beverage(s) delivered to, and intended to be consumed in the venue shall remain the property of ARENA at the completion of the event.

**25. JURISDICTION.** This Event Contract shall be deemed to be made in the State of New York and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of New York without regard to principles of conflict of laws. The parties hereto submit themselves to the exclusive jurisdiction of the courts of the State of New York, located in New York County, for the purposes of any suit, action or other proceeding arising out of the obligations specified herein and expressly waive any objection to venue in any such courts. In the event that ARENA commences litigation against the Client to collect any outstanding balances due by Client under this agreement, Client shall reimburse and indemnify ARENA for any and all costs and expenses incurred with respect to such litigation including reasonable attorneys' fees.

**26. AUTHORITY.** Each of the parties hereby represents and warrants to the other party that it has the right, power and legal authority to enter into and fully perform this Agreement in accordance with its terms and that this Agreement when executed and delivered by the parties will be a legal, valid and binding obligation enforceable against the parties in accordance with its terms.

**27. MUSIC SELECTION.** The type and variety of music to be played at the event shall be selected with the consent of, and based on advance consultations with, Client.

**28. MISCELLANEOUS.** Neither Client nor ARENA may assign this Agreement or its rights hereunder without the written consent of the other. The aforementioned terms and conditions of this Agreement represent the complete and full terms of this Agreement. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the other provisions hereof. This Agreement can only be changed or amended in writing signed by both parties.

CLIENT SIGNATURE:	DATE:
PRINT NAME:	TITLE:
ARENA SIGNATURE: 	DATE: 8.22.12
PRINT NAME: Genaro Lella	TITLE: Event Director