## FIORELLO H. LAGUARDIA COMMUNITY COLLEGE AUXILIARY ENTERPRISES CORPORATION (AEC)

## TABLING LICENSE APPLICATION AND AGREEMENT

| APPLICANT ("Company")   |                                |  |  |  |
|---|--------------------------------|--|--|--|
| Name of company/organization  |                                |  |  |  |
| Contact Person (if other than above)  |                                | Title  |  |  |
| ,   |                                |  |  |  |
| Address   |                                |  |  |  |
| Phone Number  | E-mail Addres                  | SS   |  |  |
| PURPOSE OF TABLING  |                                |  |  |  |
|   |                                |  |  |  |
|   |                                |  |  |  |
| REQUESTED TABLING EVENT DATE(S) AND TIME(S)   |                                |  |  |  |
| Date  | Time                           |  |  |  |
| Date  | Time                           |  |  |  |
| Date  | Time                           |  |  |  |
| REQUESTED LOCATION AT LAGUARDIA COMMUNITY CO  | LLEGE ("Pre                    | mises") (check one)  |  |  |
| ☐ E Building Atrium ☐ M Building  | Lobby                          |  |  |  |
| FEE (check one)   |                                |  |  |  |
| ☐ One-Time Event \$/day/table   |                                |  |  |  |
| ☐ Recurring Event \$/day/table*   |                                |  |  |  |
| *In order to qualify for the recurring event price, Company must cont   | ract for at least              | three tabling dates in six months.   |  |  |
| TERMS AND CONDITIONS  |                                |  |  |  |
| <b>AEC Services:</b> AEC will supply one 8 foot table and 2 folding chairs. Electrical power may be available but cannot be guaranteed; arrangements must be made with AEC in advance. Parking is not provided.   |                                |  |  |  |
| <b>Table Location:</b> AEC will assign table locations on a first come, first served basis after receiving this signed application and agreement ("Agreement") with full payment. If there is an available location on the requested date, Company will receive a confirmation email indicating that it has a reserved space. AEC reserves the right to relocate a table at any time. |                                |  |  |  |
| Payments: Payment shall be by check delivered or sent to:  FHL Auxiliary Enterprises Corp  31-10 Thomson Avenue, Room E413  Long Island City, NY 11101  |                                |  |  |  |
| Please Note: License Fees are non-refundable.   |                                |  |  |  |
| Hours: Tabling hours are AM to PM at on the day of the Ev   | I , Monday th<br>ent before se | rough Friday. Company shall report to etting up.                           |  |  |
| <b>Break Down:</b> Any property brought to the College by Comon the day of the Event; no storage space is available. If C from the same from the College and/or dispose of the same University of New York (CUNY) shall be liable for any damage.   | company fails<br>e at Compan   | s to do so, AEC or College may remove y's expense. Neither AEC or The City |  |  |

disposal and AEC and CUNY are hereby released from any and all claims related thereto. Company is

responsible for leaving the Premises in a clean and litter-free condition. Company shall be responsible for any and all damage caused by Company's use of the Premises and all property located therein.

**Signage; Booths:** Table signage cannot extend beyond the length of the table. Signage may be draped or positioned on the table itself. Signage cannot be attached to walls, windows, or railings. With AEC's prior consent, booths or display units may be placed behind or in place of a table and chairs. Company shall keep the area around the table in a clean and presentable condition.

**Equipment:** Audio-visual equipment is not permitted without prior consent of the AEC. Audio/visual systems must be set at volume levels acceptable to AEC and CUNY.

**Restrictions:** AEC and CUNY retain the right to reject any activity, item or service proposed to be promoted, offered, displayed, or distributed because it is illegal, contrary to College or CUNY policy, deemed by the College or CUNY to be incompatible with its mission, or in conflict with AEC or CUNY contractual obligations. Promotion of the following are prohibited: credit cards marketed to students, tobacco-related products and e-cigarettes, sexual services and adult entertainment venues, firearms, alcoholic beverages. Any gifts or samples offered must be free and not conditional in any way.

**Risk of Loss**: Company assumes all risk of loss and damage to its property. AEC and CUNY and their respective officers, directors, employees, agents, and/or representatives shall not be responsible for loss of or damage to Company property for any cause whatsoever. Regular campus security will be in and around the Premises during the Event. However, AEC does not guarantee the security of the Premises or property. AEC and CUNY shall have no responsibility or liability for any injury, damage, loss, cost, expense or liability incurred by Company or any third party in any way arising out of or resulting from the entrance upon, access to or activities conducted on or about the Premises.

**Compliance:** Company must comply with lawful directives of representatives of CUNY acting in their official capacity. AEC and CUNY have the right to remove Company from the Premises and College campus if Company fails to comply with the conditions of this Agreement.

**Indemnification:** Company shall indemnify and hold harmless AEC, CUNY, the State and City of New York, and each of their officers, directors, employees, agents and/or representatives from and against all loss, cost, and expense (including attorneys fees) arising out of or in any way related to the operation of Company's table and the intentional or negligent actions or inaction of Company, its employees, servants, agents, contractors, or subcontractors.

**Miscellaneous:** The failure of either party to enforce any right under this Agreement shall not be construed to be a waiver of that right, or of damages caused thereby, or of any other rights under this Agreement. This Agreement is the entire agreement of the parties with respect to its subject matter and there are no other agreements or understandings, either written or oral, with respect thereto not contained in this Agreement. This Agreement may not be modified or amended except in writing with the same degree of formality with which this Agreement has been executed. The construction, interpretation and performance of this Agreement, and the transactions under it, shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of laws and choice of law rules. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. The parties agree that an electronic copy of a manually executed original signature shall be treated as an original signature for the purposes of this Agreement.

| I am an authorized signatory of the Company submitting this Agreement and agree to the above:  Printed Name |      | Approved by Fiorello H. LaGuardia Community College Auxiliary Enterprises Corporation  Printed Name |      |  |
|---|------|---|------|--|
|   |      |   |      |  |
| Title   | Date | Title   | Date |  |