

PENTHOUSE 45, Inc.

432 WEST 45TH STREET - PH - NEW YORK, NY 10036 - (212) 545-5700

EVENT SPACE LICENSE AGREEMENT

This agreement, made as of _____, by and between Penthouse 45, Inc. (the “Licensor”), whose business address is 432 West 45th Street - PH, New York, NY 10036, and _____ (the “Licensee”) whose address is _____ (collectively, the “Parties”).

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

SPACE: PENTHOUSE 45, INC. / 432 WEST 45 TH STREET - PH, NEW YORK, NY 10036
EVENT:
TYPE OF EVENT:
EVENT DATE:
EVENT HOURS:
LICENSE FEE:
SECURITY DEPOSIT:
OCCUPANCY LIMIT:

1. Use of Space. Licensor hereby grants to Licensee a limited and revocable license to use the Space. Licensee may use the Space only on the Event Date during the Event Hours and, if specified above, during the Pre-Event Hours and during the Post-Event Hours. The Space may be used only for the Type of Event shown.

2. Fees and Security Deposit. Licensee shall pay to Licensor the License Fee for the use of the Space and the Security Deposit. The Security Deposit shall be paid by Licensee to Licensor upon the execution of this Agreement and the License Fee shall be paid in full by Licensee to Licensor not later than thirty (30) days prior to the Event Date. Licensor shall have no obligations under this Agreement until and unless the License Fee is paid in full. If Licensee fails to pay the full License Fee when due Licensor shall have the right to revoke this license, cancel this Agreement and retain the Security Deposit as liquidated damages resulting from the cancellation.

3. Cancellation. Licensee may cancel the reservation for the Event not later than thirty (30) days prior to the Event Date, in which event Licensor may retain the Security Deposit as liquidated damages and neither party shall have any further obligation to each other. If Licensee cancels this Agreement prior to the Event for any reason or for no reason after the License Fee has been paid, Licensor may retain the License Fee as liquidated damages and return the Security Deposit to Licensee and neither party shall have any obligation to the other.

4. Obligations of Licensor. Other than making the Space available on the Event Date (and, if set forth above, on the Pre-Event Date and Post-Event Date) Licensor shall have no obligation to Licensee other than as set forth on Schedule A - Licensor Services, annexed hereto. Aside from the Licensor Services and set up thereof, the Space shall be provided as-is and Licensor makes no warranty to Licensee regarding the suitability of the Space for Licensee’s intended use.

5. Licensor's Right of Entry. Licensor shall have the right to enter the Space at all times during the Event for any reasonable purpose, including without limitation to assure that the terms of this Agreement are being followed by Licensee.

6. Indemnification. Licensee hereby indemnifies and holds harmless Licensor, its employees, officers, and directors from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with violation or any local, state or federal law relating to Licensee's use of the Space or any damage to any property or any injury caused to any person caused by Licensee's use of the Space, including any acts or omissions on the part of Licensee, its employees, officers, directors, independent contractors, or other agents. Licensee shall notify Licensor of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury.

7. Use and Compliance with Laws. Licensee shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Space for the Event. Licensee shall not use the Space in any manner that would violate local, state or federal laws or regulations, including without limitation those relating to the sale or use of alcohol by minors. The use of fog or smoke of any kind is strictly prohibited. Licensee will not permit any obscene or pornographic use or material at the Space during the Event. The sale of alcoholic beverages is prohibited.

8. Force Majeure. In the event that Licensor is unable, for reasons beyond its control, to make the Space available to Licensee on the Event Date for the purposes as set forth in this Agreement, Licensor shall return the License Fee and Security Deposit to Licensee or Licensee shall have the option of choosing an alternate date to hold the Event (the "Alternate Event Date"). The Parties will work in good faith to establish an Alternate Event Date. If Licensee selects an Alternate Event Date that is reasonably acceptable to Licensor, then the Alternate Event Date shall replace the Event Date for the purposes of this Agreement, and all obligations, rights, duties and privileges as set forth in this Agreement shall remain binding on the Parties. If Licensee and Licensor cannot agree upon an Alternate Event Date within thirty (30) days of the original Event Date, then Licensor shall refund the License Fee and Security Deposit to Licensee. In neither case shall Licensor be liable for any additional costs or damages suffered by Licensee arising out of a rescheduling or cancellation of the Event.

9. Condition of Space. At the end of the Event, Licensee shall quit and surrender the Space (subject only to the terms of the Post-Event Access) broom clean and in good order and condition and shall remove all Licensees' property from the Space.

10. Security. Licensee has deposited with Licensor the Security set forth above, as security for the faithful performance and observance by Licensee of the terms and conditions of this Agreement. In the event that Licensee defaults in any of the provisions of this Agreement, Licensor may use, apply or retain all or any part of the Security to the extent required to cure such default. In the event that Licensor does not use all or any part of such Security for such purpose, the unused balance shall be returned by Licensor to Licensee not later than thirty (30) days after Licensee has fully vacated the Space.

11. Occupancy Limit. In the event that the Occupancy Limit set forth above is exceeded at any time during the Event, Licensor may immediately terminate the license and the use of the Space by Licensee will terminate. In such an event, there will be no refund of the License Fee.

12. Smoking. Smoking is not permitted in the Space, including elevators, hallways, stairwells or bathrooms.

13. Pets. Pets of any kind or nature are not allowed in Space.

14. Insurance. Five (5) business days prior to the Event Date Licensee shall provide to Licensors a list of all service providers engaged by Licensee who will enter the Space and for each such provider provide a Certificate of Liability Insurance to Licensors providing for Commercial General Liability insurance, including Host Liquor Liability, of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate and damage to rented premises of \$300,000. Such insurance shall name Penthouse 45, Inc. and Reiss Realty Corporation as additional insured and shall include a cancellation provision providing for 30 day written notice to certificate holders. Licensors reserves the right to approve all service providers engaged by Licensee, such approval not to be unreasonably withheld.

15. Assignment. Licensee may not assign or transfer Licensee's rights or obligations under this Agreement.

16. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

17. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

18. Notice. Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed to the other party at the address set forth above.

19. Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of New York. Licensors and Licensee agree any lawsuit relating to this Agreement shall be brought in the courts of the City or State of New York in the County of New York. In any action to enforce the provisions of this Agreement, the Parties shall be entitled to recover its reasonable attorney's fees.

20. Headings. Headings are inserted herein solely as a matter of convenience and reference and have no other meaning.

21. Entire Agreement. This Agreement constitutes the entire agreement between Licensee and Licensors, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

_____, Licensee

Penthouse 45, Inc., Licensors

Signature

Signature

Print Name

Print Name

Date

Date

Penthouse 45

432 West 45th Street - New York, NY 10036 - Office (212) 545-5700 - Fax (212) 245-0974

SCHEDULE A - LICENSOR SERVICES - Rental Order

Item	Available	Per Unit	Ordered	Line Total
Tables				
30" Round [30" High]	15	Included		Included
30" Round [42" High]	15	Included		Included
60" Round	10	Included		Included
72" Round	10	Included		Included
72" x 30" Rectangular	14	Included		Included
Seating				
Reception Chairs	70	Included		Included
Bar Stools	45	Included		Included
General				
6' Wood / Stainless Steel Bar	1	Included		Included
Stainless Steel Ice Bin Carts	2	Included		Included
Coat Rack with Hangers	2	Included		Included
Flameless Candles in Glass Votives	24	Included		Included
Pipe and Drape System - Black	1	Included		Included
Wood Podium	1	Included		Included
Audio / Video				
HD 40" LCD Monitors	6	Included		Included
CableTV HD DVR	1	Included		Included
DVD Player	1	Included		Included
Wireless A/V Laptop Adapter	1	Included		Included
Ipod Dock	1	Included		Included
Wireless Microphone	1	Included		Included
Video Projector & Screen Package	1	\$250.00		\$-
Flatware				
Dinner Knife	100	\$0.55		\$-
Dinner Fork	100	\$0.55		\$-
Salad Fork	100	\$0.55		\$-
Soup Spoon	100	\$0.55		\$-
Teaspoon	100	\$0.55		\$-
White China				
Dinner Plate [12"]	100	\$0.65		\$-
Salad / Lunch Plate [9"]	100	\$0.65		\$-
Dessert Plate [6"]	100	\$0.65		
Coffee Cup	100	\$0.65		\$-
Glassware				
All-Purpose [16 oz.]	300	\$0.75		\$-
White Wine [12 oz.]	300	\$0.75		\$-
Red Wine [12 oz.]	100	\$0.75		\$-
Rocks [11 oz.]	100	\$0.75		\$-
Champagne [5.75 oz.]	200	\$0.75		\$-
Shot [1 oz.]	100	\$0.75		\$-
Tablecloths & Napkins				
90" Round White [30" Table @ 30" High]	15	\$14.00		\$-
108" Round White [30" Table @ 42" High]	15	\$16.00		\$-
120" Round White [60" Table]	10	\$18.00		\$-
132" Round White [72" Table]	10	\$20.00		\$-
132" x 90" Rectangular White [72" x 30" Table]	14	\$22.00		\$-
132" x 90" Rectangular Black Fitted [72" x 30" Table]	14	\$24.00		\$-
132" x 90" Rectangular Black Skirt [72" x 30" Table]	14	\$26.00		\$-

20" White Napkins	100	\$0.75		\$-
Accessories				
Salt & Pepper Sets	36	\$2.00		\$-
Cream & Sugar Sets	36	\$3.00		\$-
Glass Pitchers	6	\$4.00		\$-
Coffee & Tea Machines	3	\$15.00		\$-
LED PAR Light	8	\$15.00		\$-
			Total	\$-