

Thank you for selecting Lavan Midtown. We are excited to offer you the following accommodations at our venue, Lavan Midtown.

Please review all of the documents attached hereto and return a fully executed version of this Offer, the Terms and Conditions, and your First Deposit, as outlined in the Pricing and Payment Schedule section below. We look forward to working with you to host a successful and memorable event!

THE EXCLUSIVE VENUE AGREEMENT

This Exclusive Venue Agreement (the “*Agreement*” or “*Contract*”), entered by and between LGY Concepts, Inc., d/b/a/ Lavan Midtown, located at 641 W. 42nd Street, New York, NY, 10036 (the “*Venue*”), and the person, corporation, entity, organization or association, as indicated in the first page of the contract (the “*Client*”), for the rental and use of the Venue, pursuant to the following terms and conditions.

- 1. Definitions:** The term “Agreement” as used herein, shall include this Agreement, as well as the Exhibits A-D attached hereto. The term “Event” as used herein means the banquet, party, reception or other private function forming the subject of this Agreement. The term “Event Date” as used herein shall mean the date(s) of use of the exclusive use of the Venue by Client for the Client’s Event.
- 2. Deposit and Payment.** The Client agrees to pay an initial, nonrefundable deposit of twenty-five (25%) percent of the total fees related to the Event (the “*Deposit*”). The Deposit serves to hold the venue for the specified Event Date and its due at the time of contract signing. An additional nonrefundable payment of 25% of the Contract Price is due no less than forty-five (45) days prior to the Event Date. The final nonrefundable payment is due no less than fourteen (14) days prior to the event date. Payments can be made by cash, check, wire transfer, American Express, Visa, Discover or MasterCard. A processing fee of 3.5% will be charged to Client for each credit card transaction. Failure by Client to pay the remaining balance at the scheduled time of payment shall be deemed a cancellation, and Venue will attempt to contact the client prior to the termination of this Agreement, upon terminations venue will retain all of Client’s Deposit, plus amounts due in accordance with the Cancellation Fee schedule below. In addition to the deposit and payments, Client shall pay for additional charges and costs set forth elsewhere herein when due.
- 3. Date Changes.** In the event that Client is forced to change the Event Date, the Venue will make every effort to transfer the booking to support the new date. Client agrees that in the event of a date change, any expenses, including but not limited to, deposits and fees that are non-refundable and non-transferrable, are the sole responsibility of the Client. The Client further understands that last minute changes can impact the quality of the event and that in this case, the Venue is not responsible for these compromises in quality.
- 4. Cancellation.** Client acknowledges that the Venue is being reserved for Client’s exclusive use. Accordingly, if Client cancels the Event prior to the Event Date, Client shall provide written notice of cancellation to Venue, as provided in the Notice section below, and Client shall be charged, and shall promptly pay, a Cancellation Fee in accordance with the following schedule:
 - a) If cancellation occurs less than 45 days prior to the Event Date, Client is responsible for payment of 75% of the Final Contract Price, which will be invoiced to the client.

- b) If cancellation occurs less than 14 days prior to the Event Date, Client is responsible for payment of 100% of the Final Contract Price, which will be invoiced to the client.

Client's First Deposit and/or Additional Payment will be applied to (a) and (b) above. Following cancellation of the Event by Client, Venue will make reasonable efforts to rebook the Venue. If Venue is able to rebook for another event, then the Cancellation Fee owed by Client will be reduced accordingly.

If the event needs to cancel due to state regulations regarding the current COVID-19 pandemic, the Client's deposit will be applied to a future event within the calendar year of initial event date. All other payments made by Client would be refunded by the Venue.

5. **Guaranteed Guest Count.** Client is responsible for providing Venue with a guaranteed guest count (the "Guest Guarantee") no later than one (1) week prior to the Event Date for approval by the Venue. In the event that the Guest count exceeds the number of guests agreed to in the Rider, the Venue will apply additional charges, in accordance with the selected bar packages, additional staff may be required in the event of increased guest count.
Client must adhere to the state mandated capacity limit at time of event date.
6. **Administrative Fee and Gratuity:** An Administrative Fee, plus any changes to Guest Guarantee, beverage upgrades, or other modifications will be added to Client's account for the administration of the Event and is subject to applicable sales tax. The Administrative Fee is not purported to be a gratuity and will not be distributed as a gratuity to the staff who serves the guests at the Event. Any gratuity that the Client wishes to leave for the staff is discretionary and should be specifically identified by Client as such upon payment, together with any instructions for distribution of the gratuity.
7. **Taxes:** Client shall be responsible for paying all applicable taxes related to the Event as referenced in this Agreement.
8. **Period, Overtime:** The Client is granted access to the space for a duration up to 14 hours (period), the period includes load in, event time and load out time. In the event that client exceeds the period time, an overtime charge ("*Overtime Fee*") will be charged to Client for the venue, Venue Manager, Security and porter/s, plus an administrative fee and applicable taxes on all such overtime charges.
9. **Bar Services Extended Time:** Per client request and venue approval, Bar services may be extended and charges will be determined according to the following:
 - A. Number of guests left at the venue.
 - B. Bar price per guest at original bar package.
 - C. Number of staff kept at the venue.Client will be charged a total of A,B,C plus an administrative fee and applicable taxes on all such overtime extended charges.
10. **Excused Non-Performance:** If for any reason beyond its control, including, but not limited to, strikes, labor disputes, accidents, government requisitions, government restrictions or regulations on travel, acts of war, acts of terrorism, or acts of God, ("*Excused Non-Performance*") either party is

unable to perform its obligations under this Agreement, such non-performance shall be excused and the client can postpone the event to a mutually agreed upon date within the current and following calendar year.

- 11. Building Modifications:** Client may not hold Venue liable, as Venue assumes no responsibility for any building conditions or occurrences, such as the condition and or changing of the building façade, construction, scaffolding, renovation, fire alarms, drills, announcements, noise, building maintenance issues, etc. In the event that landlord will submit a notice of change, Venue will notify client within 7 business days.
- 12. Event Facade Decor:** Client must receive prior written approval from the landlord for any objects or design element that will be placed *outside or on the building façade during the event, including but not limited to windows/doors/lighting fixtures/sidewalk/walls*. The Venue will coordinate between the Client and the building management for such approval. The Client must submit a design or rendering with written description of décor plans for outside of the Venue, to the Venue, at least fourteen (14) days prior to the Event. Venue will confirm with Client if the request has been approved by landlord. If permission is not granted, and/or submitted less than fourteen (14) days prior to the Event Date, Client may not install any décor element(s) outside of the Venue, without written approval. If Client does install a décor element outside of the Venue without proper approval, the Venue and the landlord has the right to ask the Client to remove all décor elements, including signage from outside of the Venue. A request and submittal of décor plans is not a guarantee of approval, and in some cases may need NYC approval.
- 13. Venue Facilities:** Client shall not make any alteration, addition or improvement on or to the Facilities without the prior written consent of Venue. All of Client's displays and decorations shall not deface, damage, or be affixed to any fixtures, structures, or appurtenances of the Facilities, and Client shall be liable for the cost of any fines or damages arising out of such use by Client of such displays and decorations.
- 14. Wall Hanging Procedures:** When using adhesive hanging products, such as tape, command strips, etc. the client or client's vendors must first place painters tape. Any invasive type of hanging procedure, such as using nails or screws, must be approved by the venue prior to the event (with an additional charge)
- 15. Main Room Rigging:** Any rigging that adjusts the alignment of the projectors is subject to a \$1,000 dollar realignment fee.
- 16. Client's Property:** Any personal property of Client or Client's guests or invitees brought to the Facilities and left therein, either prior to or following the Event, shall be at the sole risk of Client, and Venue shall not be liable for any loss or damage to any such personal property for any such reason whatsoever.
- 17. Flammable Materials:** At all times, the Venue and the Facilities must remain in compliance with the flame proofing regulations of the City of New York. Client shall not bring into the Facilities any object that contains kerosene, gasoline, explosive material, corrosive material, material capable of emitting toxic fumes, or other inflammable or combustible fluid chemical, substitute or material.

In accordance to FDNY code # FC308.3, There should be no open flames allowed at the Venue, this includes, but is not limited, to candles and catering equipment, (excluding sternos, smart candles & where necessary for ceremonial or religious purposes). There may not be any smoke or vapor producing equipment brought into the Venue, this includes, but is not limited to, smoke machines and fog machines. In the event that Client desires to use any decorations of a combustible nature, Client must provide notarized affidavits of flame proofing, and obtain the prior written approval of the Venue and landlord, which may be withheld for any reason.

- 18. Conduct of Event:** Client agrees to conduct the Event in an orderly manner in full compliance with applicable laws, regulations and this Agreement. Client assumes full responsibility for the conduct of all persons in attendance at the Event, including Client's guests, invitees, employees, third-party vendors and any other independent contractors used by Client, for any damage done to any part of the Facilities during the time that Exclusive Use Areas are used by Client. Venue reserves the right to refuse entry into the Facilities or eject any and all objectionable persons from the Facilities, in its sole discretion and without liability, Venue will notify the client if such event will occur.
- 19. Insurance:** Upon the request of Venue, Client and Client vendors shall procure and maintain at its own expense, policies of insurance, in such amounts, upon such terms and with such responsible insurance companies as shall be satisfactory to Venue including comprehensive general liability coverage (with a specific endorsement acknowledging the insuring of the contractual liabilities assumed by Client under this Section) and such worker's compensation, employer's liability coverage as may be required by Venue. Certificates of insurance of each such policy shall be delivered to Venue at fourteen (14) days prior to the Event Date. Each such policy shall name additional insured entities listed in Exhibit D. Such insurance shall be considered primary of any similar insurance carried by any of the parties.
- 20. Property Damage:** Client shall be solely responsible for all property damage caused to the Facilities, including, but not limited to any fixtures, structure, or appurtenances, whether caused by Client, Client's guests, invitees, employees, third-party vendors and any other independent contractors used by Client during or in furtherance of the Event, this exclude any venue preferred vendors.
- 21. Security:** Security is required at all events. In order to maintain adequate security measures due to the size and/or nature of the Event, a third party company will be hired to provide security for the Event. Client will bear the total cost for such security services.
- 22. Authority:** In the event that this Agreement is not signed in the name of an individual(s), but rather, is signed in the name of a corporation, partnership, association, club or society or other entity, such entity represents that the person signing this Agreement has full authority to sign such Agreement and bind the organization to the terms of this Agreement. Any individual signing this Agreement without such authority shall additionally be personally liable for the faithful performance of this Agreement and the rights and obligations outlined hereunder.
- 23. Waiver of Jury Trial:** Client hereby expressly waives trial by jury in any litigation arising out of or in any way connected with this Agreement or any alleged breach hereof. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration, in accordance with the rules of the American Arbitration Association then in effect, in accordance with the terms of this Agreement and the substantive laws of the State of New York. The arbitration shall

be held at a mutually agreeable location in New York City and conducted by one arbitrator chosen from a list of attorney's who are members of the Association's commercial arbitration panel. Judgment may be entered on the arbitrator's award, if any, in the courts of the State of New York, County of New York.

- 24. Collection and Attorney's Fees:** The parties agree that in the event that any dispute arises in any way relating to or arising out of this Agreement, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney's fees and costs, plus pre and post judgment interest. If Venue retains the services of a collection agency or attorney to assist in the collection of any amounts due under this Agreement, the Client will pay all reasonable expenses incurred by Venue in such collection efforts.
- 25. Venue's Responsibility for Compliance with the ADA:** Venue shall be fully responsible for compliance with the Americans with Disabilities Act of 1990, as the same may be amended, and all the rules and regulations promulgated thereunder (the "ADA") with respect to (a) Venue's policies, practices, procedures and eligibility criteria; (b) the availability of wheelchair seating spaces in assembly areas except to the extent that the Client exercises control or direction over the arrangement of seating in assembly area.
- 26. Use of Space Outside of the Exclusive Use Areas:** Client recognizes that this Agreement does not allow for the exclusive use by Client and its guests and invitees of any common areas of the Facilities and specifically, the Venue, including but not limited to lobbies, hallways, elevators, or restrooms of the Premises or Building, unless otherwise agreed to in writing by Venue to Client.
- 27. Provision of Aids and Services:** The parties acknowledge that Venue's capacity and obligations (under the ADA and Section 22 above) to provide auxiliary aids and services accessible to or otherwise equipped for the benefit of disabled persons are limited in number and kind. The Client, therefore, shall notify Venue reasonably prior to the Event Date of the number and type of such aids and services required by attendees of the Client's Event. Venue, in turn, promptly will notify the Client of the extent to which such needs exceeds Venue's ADA obligations and capacity. The Client shall bear the responsibility to provide any aids or services in excess of Venue's ADA obligation and capacity.
- 28. Indemnity for ADA:** Venue and the Client each agree to indemnify, defend, reimburse and hold the other harmless from and against any and all claims, liabilities, damages, penalties, costs (including reasonable attorney's fees and costs), losses and expenses incurred based upon the failure of the indemnifying party to comply with the ADA with respect to matters for which it bears responsibility under Sections 21 and 23 above, respectively.
- 29. Indemnification & Hold Harmless:** Client shall defend and save Venue Operator and Venue Operator's Officers, Directors, Shareholders and Employees and the Landlord of the Premises in which the Venue is located (collectively the "Indemnitees") harmless and indemnify from and against all claims for bodily and personal injury, loss, claims or damage of any type or nature to any person or property while in the Venue or any person after having left the Venue, except to the extent occasioned by the gross negligence of or intentional acts of Venue Operator or Venue Operator's employees. If any action or proceeding is brought against any or all of the Indemnitees by reason of any such indemnified claims, upon written notice from the Indemnitees, Client will at Client's sole cost and

expense defend such action or proceedings with counsel reasonably acceptable to Indemnitees. Client shall have the right to settle any such claim on any terms acceptable to Client, provided that such settlement does not impose any obligations upon Indemnitees. The indemnification provision contained in this paragraph shall include the reasonable attorney's fees and disbursements incurred by Indemnitees arising from a breach of Client's duty to defend as aforesaid. Client's obligations under this paragraph shall survive the completion of the Event.

- 30. Press:** Venue understands that it shall NOT have the right to photograph, film, or make video or audio recordings (collectively, "*Images and Recordings*") of the Event and Event set-up, without the express prior written consent of Client. Without limiting the foregoing, without the express prior written consent of Client, Venue hereby covenants and agrees not to make, use, publish, post on the Internet, or otherwise distribute any Images and Recordings of the Event or Event set-up in any manner whatsoever, including, without limitation, for promotional and marketing purposes. Venue hereby further covenants and agrees not to use the name of the Client (or the names of its owners and such owners' spouses) for any promotional or marketing purposes, without the express prior written consent of Client, which cannot be unreasonably withheld.
- 31. Rules and Regulations:** Client and Client's agents, vendors, employees, invitees and guests, shall strictly comply with the *House Rules and Regulations* in Exhibit D and such other and further reasonable Rules and Regulations as Venue or Venue's agents may from time to time adopt. Venue shall not be liable to Client for violation of any said Rules and Regulations, or the breach of any condition in any agreement, by Client, or its agents, vendors, employees, guests, invitees, or patrons of any other events or functions at the Facilities.
- 32. Intellectual Property:** Client acknowledges Venue's exclusive rights in its registered and unregistered trademarks, trade names, trade dress, service marks, logos, slogans, copyrights, advertising, promotional materials, and any other form of intellectual property ("*Venue's IP*"). Client hereby agrees that it will not, at any time, reproduce, distribute, display, prepare derivative works of, advertise, or otherwise use Venue's IP for commercial use without Venue's prior written authorization.
- 33. Caterers:** Any caterers outside of the Venue's preferred caterer list is required to sign a Venue/Caterer agreement and have an onsite venue meeting 30 days prior to the event date.
- 34. Catering Kitchen:** Outside Caterers must provide a professional cleaner to clean the kitchen at the end of the event
- 35. Alcoholic Beverages:** Any and all alcohol services must be provided by Venue. In accordance with the relevant liquor laws and regulations, no outside alcoholic beverages may be brought into the Event or Facilities without written approval from the Venue. All guests must be 21 years of age or older to consume alcohol and IDs may be checked by Venue staff.
- 36. Deliveries:** If arranged in advance, Venue will accept up to 10 medium sized packages five (5) days prior to the event. The client must inform the Venue of all incoming deliveries, packages must be labeled with the event name. Venue assumes no liability for any such items, unless such loss is attributed to the gross negligence or willful act of the Venue or its employees.

- 37. Vendor Property and Trash Disposal:** Client and all of Client's vendors must remove all personal property/rentals/etc. from venue at the end of the rental time period. If items will be left with no prior arrangement then the Venue will arrange for removal and a fee will be charged to the Client. In the event that items are left at the Venue after the end of the Event, neither the Client nor its vendors shall file any claims for damage or loss against the Venue. Client vendors must remove all items at the end of the event. The venue may have a separate vendor agreement with each vendor prior to the event regarding waste disposal and use removal of vendor property.
- 38. Complimentary Services:** Client may use at no additional charge, venue sound system, and lighting system, Client is encouraged to bring in a back-up sound, lighting and furniture. The Venue does not have a sound or lighting technician/repair onsite during any event. In the event of a failure prior to the event, venue will notify the client asap so client can plan accordingly. Venue assumes no liability for the Sound System & Led Lights failure prior or during an event.
- 39. Internet:** The venue holds fiber optics internet up to 2 GB of speed. The venue will customize, per request, a username and password at the Event on behalf of Client. In the event of an Internet failure during the Event, Client may not hold venue responsible. If the Internet is crucial to the Client's Event the Venue highly recommends bringing in additional/back up internet/hotspots into the Venue. The use of hard wired internet connections must be coordinated with the Venue prior to the event to ensure that the Venue has the proper connections available at the time of the event.
- 40. No Smoking:** Client must comply with all applicable "No Smoking" indoor rules.
- 41. Notices.** All notices, demands and other communications made under or pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given or made when received, by registered or certified mail, return receipt requested, or by overnight courier, or by telecopier, or by personal delivery, or via email or other electronic correspondence. Any such Notice or communication hereunder shall be deemed to have been received on the date delivered to or received at the premises of the addressee.
- 42. Miscellaneous:**
- (a) This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York, without regard to the conflicts of laws principals thereof. This Agreement (including the Offer) represents the complete and final agreement of the parties hereto and shall control over any other statement, representation, proposal or agreement (whether oral or in writing) of the parties. This Agreement (including, without limitation, the Guest Guarantee and fees related to Additional Security Services) may only be amended in writing signed by both Client and Venue. The section headings used in this Agreement are for convenience only and shall not be used in the interpretation of this Agreement. This Agreement may be signed in counterparts and by email or through Venue Software. The Agreement may not be assigned by Client without the prior written consent of Venue or its authorized agent. Each party represents that they have read this Agreement and that they have had the opportunity to review the same with an attorney of their or its choice. All counsel shall be held harmless in the event that there is any dispute relating to the drafting, construction or interpretation of this Agreement. This Agreement shall be deemed to have been jointly prepared by the parties hereto and any ambiguities or uncertainties herein shall not be construed for or against either party. If any provisions of this Agreement shall be invalid,

illegal or unenforceable, for any reason, the remaining terms and provisions shall be unaffected thereby and shall continue in full force and effect.

- (b) Venue is not an event planning/production/day of coordinating service/design/décor/A/V/Lighting Company/Catering Company/Florist/Rental Company. The Venue will have on premises a venue manager who ensures that the Venue is operational and that Client, Client's Guests and Clients Vendors are following Venue's rules and regulations.
- (c) Venue may provide referrals for outside services. Venue assumes no responsibility for these outside referrals.

43. PAYMENTS:

Check Payment Instructions:

If Client is paying by check, please make the check payable to: **Lavan Midtown**
The check should be sent vial United States Postal Service or overnight carrier to:

Lavan Midtown
641 W. 42nd Street,
New York, NY 10036

Credit Card Payment Instructions and Authorization:

Credit Card Type:	Name on Credit Card:
Credit Card Number:	Expiration Date:
Security Code:	Print Name:
Credit Card Billing Address:	Authorized Amount to be Charged:
Cardholder's Signature:	
Date:	

For online banking instructions, please request Wire Information.

I understand that by signing this Credit Card Authorization form that this credit card will be charged in accordance with our terms.

Authorized Agent for Client or Client:
Printed

Authorized Agent for Client or Client:
Signature

44. Exhibits.

A - Staff

B - Floor Plan

C - Insurances

D - Building and House Rules

Exhibit A - STAFF

** All duties of various staffing are described under the venue FAQ.

DIRECTOR OF EVENTS / SALES. Will send proposals, contracts, collect payments and COI's, will assist with any questions, layout ideas, site visits and information needed by the Client regarding the Venue up until the event start time.

VENUE OPERATIONS MANAGER ROLE. The venue will designate a Venue Operator (VOR) to ensure the venue/Bar staff are in proper conduct. The VOR is familiar with basic sound features, lighting and temperature of the venue.

ADDITIONAL STAFFING. Venue may require additional staffing such as bartenders, porters, coat check, bathroom attendants, etc to be discussed with the client prior to the event.

STAFF BREAKS: according to NYS laws all staff members are required to take one 30 minute break when working 6 or more hours. The timing of this break may be coordinated by the Venue Operator and/or Bar Captain in an effort to try to reduce any negative impact on the event.

STAFF APPEARANCE ALTERATION AND/OR DRESS REQUESTS: The Venue may not guarantee any specific Client requests for staff to dress or present themselves in a certain way beyond the Venue's standard dress code which is as follows:

Black on Black: All black - long sleeve button down shirt, black dress pants, Black dress shoes, black socks, black long tie and black belt.

White on Black: The long-sleeve button-down shirt is white.

STAFFING Overage: In the event Client exceeds planned timeline, thus increasing time staff is needed; Client will be charged an additional at original rate per initial contract.

Exhibit B - FLOOR PLAN

Sample of updated floor plan to be sent to Client under *separate cover*.

Exhibit C - INSURANCE

Client is responsible to provide a Certificate of Insurance from all of the Client's vendors to Venue. Upon execution of this Agreement, Certificates of Insurance from all outside vendors, delivery companies, and their personnel are required. Sample Certificate of Insurance to be sent to Client under *separate cover*.

Exhibit D - LANDLORD RULES

1. The sidewalks, entrances, passages, courts, elevators, stairways, or halls of Building shall not be obstructed by Client, nor any of Client's agents, contractors, employees or invitees or used for any purpose other than ingress and egress to and from the Building. Nothing shall be thrown out of doors, windows or down passages of the Building. Doors that admit air or light into halls shall not be obstructed. Client shall not permit its agents, contractors, employees or invitees to assemble, congregate or form a line impeding the flow of pedestrian traffic outside of the Building. Client shall not allow nudity or semi-nudity to be displayed in or near the Building for viewing by the general public or by other occupants of the Building. Client shall not permit its employees or third-party vendors to loiter or congregate in any public portions or other floors of the Building, other than the Exclusive Use Areas, including any public portion or other floors of the Building, public hallways, the Building's entrances, lobbies or staircases.
2. No obstruction of the fire exits is permitted, nor are items permitted to be hung from either sprinkler pipes or water pipes in any area of the Building.
3. Movement of goods in or out of the Building shall only be made through entrances and elevators designed for that purpose. No hand trucks, carts, etc. shall be used in the Building unless equipped with rubber tires and side guards.
4. No projections shall be attached to the outside walls of the Building.
5. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no rubbish, rags or other substances shall be thrown therein. All damage resulting from any misuse of the fixtures shall be borne by Client who, or whose agents, contractors, employees or invitees shall have caused the same.
6. Neither Client, nor any of Client's agents, contractors, employees or invitees shall mark, paint, drill into, or in any way deface any part of the Building. No boring, cutting, or stringing of wires shall be permitted, except with the prior written consent of Venue and as Venue may direct. Client shall not apply adhesive, lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor or walls of the Building without prior written consent of Venue.
7. The Building is a tenant occupied building and although music and/or performances are allowed in the Building, the sound level is subject to review by Venue. Any daytime music and/or performances must be pre-approved by an Venue manager. Client shall not allow its musical performances (which shall include amplified sound) to interfere with the tenants and other occupants of the Building. Client shall grant Venue the right, at its sole discretion, to restrict sound levels at any time.
8. Neither Client, nor any of Client's agents, contractors, employees, guests or invitees shall at any time bring or keep upon the Building any flammable, combustible or explosive fluid, chemical or substance, or allow any unusual or objectionable odors to be produced upon the Building, or permit animals or birds to be brought or kept in the Building.
9. No heavy machine may be operated in the Building without the written consent of Venue. Machinery shall be placed in approved settings to absorb or prevent any noise or annoyance.
10. Canvassing, soliciting and peddling in the Venue is prohibited and Client shall cooperate to prevent the same.
11. No props, equipment or materials of any kind may be transported in any elevator of the Building without written consent.
12. If draperies or any materials, including dried grasses, plants, leaves, etc., that are apt to be considered a fire hazard by the New York City Fire Department are being used for decoration in the building, a certificate stating that such materials have been treated with fire retardant must be registered with Venue management office prior to their installation.

- 13.** No confetti, glitter, sparkles, rice or any other small decorative materials are allowed in or at the Building. Confetti and glitter may be used upon receipt of written approval by Venue with additional fees incurred.
- 14.** Due to the Smoke Free Act, the Building is a smoke-free building.