



CIRCLE OF SISTERS VENDOR SUBLICENSE 2018

This AGREEMENT (the "Agreement") is made effective as of the later of the two (2) dates indicated on the signature page by and between Emmis Radio, LLC, operator of WBLS-FM, WLIB-AM & HOT 97, having an address at 395 Hudson Street, 7th Fl, New York, NY 10014 (hereinafter referred to as "Management"), and _____, having an address at _____ (hereinafter referred to as "Vendor").

WHEREAS, Vendor desires to participate in Circle of Sisters 2018 to be held September 29, 2018 at the Jacob K. Javits Convention Center of New York (the "Javits Center"), New York City, hereinafter referred to as the "Event".

THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **SUBLICENSE.** Vendor hereby agrees to sublicense booth space from Management at the Event under the terms and conditions contained herein. As well as all rules and regulations of the Javits Center.
2. **TERM/PAYMENT/LIQUIDATED DAMAGES.** Vendor hereby sublicenses booth space, as hereinafter described, from Management for the Event from **September 29, 2018**, as provided for herein (the "Sublicense Term"). Vendor will be allowed to load/unload and pack/unpack as set forth below. In consideration for sublicense of such booth space, Vendor shall pay to Management a "Sublicense Fee" in the sum of \$ _____ (amount paid for booth). Payment of the Sublicense Fee is due in full on or before **August 30, 2018**. If payment of the Sublicense Fee is not made in full on or before the date specified, Management may cancel this Sublicense Agreement and give written notice of such cancelation to Vendor. Booths are non-cancellable by Vendor.
3. **LOADING/LABOR/EVENT ARRIVAL.** Unloading and unpacking will take place on September 28, 2018 between the hours of 12:00PM and 5:00 PM. At exactly 5:00PM, the Event area will be secured. No access will be granted after this time. Any loading dock activity that results in overtime costs between Management and the Javits Center will be the responsibility of Vendor.

Vendor may, with prior approval through a separate written agreement from Management, unload and unpack between **8:00 AM and 9:00 AM on Saturday, September 29, 2018**. No unloading or unpacking will be allowed after **9:00 AM on Saturday, September 29, 2018**. Should Vendor fail to arrive at the times indicated above for unpacking purposes, it will be considered a breach of this Agreement and Vendor will be denied entry and will remain liable for the Sublicense Fee.

The Javits Center reserves the exclusive right to supply the labor utilized within the Center to perform services, and Vendor agrees that neither Vendor nor any other person working with or for Vendor shall utilize any other labor to perform services. Such labor shall be provided on written order at the established rates of the Javits Center for such labor and shall be utilized pursuant to the rules set forth by the Javits Center. Non-compliance with these rules shall be deemed a breach of this Agreement. The Javits Center reserves the right to approve all prices charged by any contractor of Vendor for labor or services.

4. **LOAD OUT/EVENT CLOSING.** All packing and loading out will take place **Saturday, September 29, 2018 starting at 10:00 PM until 2am on Sunday September 30, 2018**. Vendor will not be allowed to break down their booth or remove any merchandise from the Event until **Saturday, September 29, 2018 starting at 10:00 PM**. All loading must be completed no later than **2:00 AM on September 30, 2018**.

5. **SPECIAL REQUESTS.** Vendor is free to make requests to Management regarding time or date issues, and will not be treated as a counter-offer to this Agreement. Management will decide special requests on a case-by-case basis. Special requests having to do with advanced shipping, storage, and additional furniture orders must be placed

directly with Ryan Conner at Freeman Decorating - (201) 299-7477. Management will not be responsible for fulfilling orders that should be placed directly to the number and name listed in this paragraph.

6. NOISE. Vendors/Sponsors may NOT have CD players/boom boxes/MP3 players (or similar) to play music within their booth space unless prior approval is given. All other music/sound systems/microphones/speaker set ups will require prior approval from Management. Management reserves the right to ask Vendor to lower the volume of any television sets, radio's, record players, CD players, MP3 players, live music or any other device outputting audio and/or video utilized at their booth. Management also reserves the right to ask that audio and/or video be turned off. Should Vendor engage in playing music or video at their booth, Vendor assumes all liability for copyright and trademark issues that may arise and agrees to indemnify, defend and hold Management harmless from any such issues.

7. SAMPLING. Vendor may not sample or distribute anything larger than (1) one ounce of either food or drink or both. Absolutely no alcohol may be served or contained on the premises without prior written approval or consent by Management. Management reserves the right to deny any requests for food or drink distribution should the request not comply with the Event standards and rules.

There are no food vendors permitted at the Event. Sealed and packaged product take home sales may occur with prior permission from Management. No food or drink that has been given out by Vendor may be consumed on the premises. Vendor may not distribute silverware or utensils.

8. BOOTH MATERIALS AND OCCUPATION. Material deemed unsuitable by Management will not be tolerated. Management may ask Vendor to discard materials or to leave the premises should the material being distributed violate the Event's rules and standards. Vendor must provide Management with a detailed description of *any* materials that will be brought to the Event. Anything brought by Vendor and not stipulated ahead of time will be removed or discarded. Booths must be attended to at all times; at least 1 (one) person must be occupying the booth during show hours. Should a booth be left unattended during show hours it will be deemed a breach of this Agreement and Management may remove Vendor and their belongings from the booth and from the Javits Center. In such event, Vendor shall remain liable for the Sublicense Fee.

9. SOLICITATION. No solicitation is permitted in the front portion of the hall or inside any public space (ie..the restroom areas). Advertising and flyer distribution must be within Vendor's assigned booth area. Any advertising or flyer distribution that takes place outside the booth area will constitute a breach of this agreement and any fees associated with this breach will be the responsibility of the vendor responsible and the Vendor will be removed from the premises as well as maintain all payment responsibilities for the booth.

10. BOOTH LOCATION. Vendor will be assigned a booth by September 9, 2018. Booth assignment is solely at the discretion of Management. Booth location and size cannot be negotiated. By signing this Agreement Vendor agrees that the booth assigned by Management is final and non-negotiable and that booth size may vary from prior years.

11. BOOTH SALES AND MATERIALS. Booth sales are binding and non-cancelable and non-transferable. Booths may not be re-sold. Booths will be purchased in the name of Vendor who will be present at the Event on September 29, 2018. There will be no special requests taken for booth sales. Booths remain at the rate in which Management instructs Vendor. Upon payment, there will be no refunds.

Vendor is entitled to sell ONLY WHAT IS OUTLINED IN THE VENDOR APPLICATION FORM. Management has the right to deem that any merchandise not expressly outlined and agreed ahead of time is not eligible for sale or display and must be removed.

12. PUBLIC TESTING IN BOOTH. Vendor agrees that if their booth involves any type of public testing (including but not limited to urine, blood, STD screenings and ultrasounds) pre-certification of insurance is *mandatory* no less than **60** sixty days prior to the Event as well as details on mandatory waste disposal. If Vendor does not meet this deadline, they will not be allowed to participate in the Event and will remain responsible for booth costs.

13. BREACH. Vendor agrees that Management may at any time remove Vendor or deny Vendor access to the Event should Vendor breach any of the provisions in this Agreement, or the License Agreement. If Vendor is removed, Vendor shall remain liable for the Sublicense Fee.

14. **FORCE MAJEURE.** A. If Management cannot make all or any part of the booth space available to Vendor during all or any part of the Sublicense Term, or cannot perform other material obligations under this Agreement, or if Vendor cannot attend the Event, as a result of Acts of God such as severe weather conditions, strikes, lock-outs or labor difficulties, explosions, sabotage, civil commotion, acts of war, acts of terrorism, fire or other casualty, legal requirements, or any other causes beyond the reasonable control of the Management, Vendor or Javits Center, but not including events that affect only the profitability of the Event and/or the willingness of Vendor or other vendors or attendees to travel to the Event, the Sublicense Fee shall be waived or, in the case of unavailability of a portion of the booth space or Sublicense term, or inability to perform during a portion of the Sublicense Term, shall be reduced on a pro-rated basis. Such waiver or reduction of the Sublicense Fee shall be Vendor's exclusive remedy. Vendor hereby waives any other claim for damages that it might have asserted as a result of Management's non-performance under the circumstances set forth in this paragraph. Management hereby waives any claims for damages that it might have asserted, including any claim for liquidated damages under Paragraph 2 of this Agreement, if Vendor cancels the booth space under the circumstances set forth in this Paragraph.

B. If any such fire, casualty or inability of the Javits Center or Management to perform shall arise through acts of Vendor, Vendor's agents or employees, or any sublicensee, exhibitor, contractor or vendor, or such strike or labor dispute shall involve Vendor, Vendor's agents or employees, or any sublicensee, exhibitor, contractor or vendor, Vendor shall be liable for the entire Sublicense Fee.

C. Vendor acknowledges that construction related to the renovation and possible expansion of the Javits Center ("**renovation/expansion work**") is anticipated to take place during the Sublicense Term and that such renovation/expansion work will not be under the primary control of either the Javits Center or Management. Management will promptly notify Vendor, upon receipt of notice from the Javits Center, as to the scope of any anticipated renovation/expansion work scheduled to occur during the Sublicense Term. The Javits Center has agreed to take such reasonable measures as are within its authority in an effort to minimize the impact of renovation/expansion work on the Event and to accommodate the Event.

D. In the event that the renovation/expansion work renders the Event space unavailable in whole or in part or otherwise interferes with the performance by the Javits Center of a material obligation under the License Agreement, the renovation/expansion work shall be deemed to be a cause beyond the Javits Center and Management's control and the exclusive remedies and waivers set forth in subparagraph A of this Paragraph 13 shall apply. In the event that the Javits Center is able to make a reasonable determination in advance of the Event, and so notifies Management, that the renovation/expansion work is anticipated to render the Event space unavailable, in whole or in part, or otherwise interfere with its performance of a material obligation, and the Javits Center is able to make alternative Event space available, Management has agreed to negotiate in good faith with the Javits Center concerning substitution of alternative Event space for the Event space. In the event that alternative space is not available or Management and Javits are unable to reach agreement concerning such substitution, either Management or Vendor may terminate this Agreement. Such termination shall not be deemed to be a breach if this Agreement, and the exclusive remedies and waivers set forth in subparagraph A of this Paragraph shall apply. Management's liability for damages arising out of any failure to perform of this Agreement as a result of renovation/expansion work shall under no circumstances exceed the amount of the Sublicense Fee actually received from Vendor.

E. Vendor understands that the renovation/expansion work may also affect the common areas of the Javits Center, or portions thereof, including without limitation pre-function and registration areas, loading docks, rest rooms, elevators, escalators, interior roadways, parking areas and tractor trailer storage areas, and acknowledges that it has no expectation under this Agreement that any particular common areas be made available to Management or Vendor during the Sublicense Term. In the event that the availability of common areas is so severely restricted by the renovation/expansion work as to materially interfere with the Event, the rights and remedies set forth in subparagraphs A and D of this Paragraph shall be applicable.

F. In no event shall Vendor be able to recover from Management unless management is able to recover from the Javits Center.

15. **LIABILITY/INDEMNIFICATION.** Vendor agrees for itself, and any contractors, employees, guests or invitees to indemnify and hold Management harmless from and against any and all claims, suits, causes of action or damages arising from Vendor's sublicense of booth space at the Event and any services or product associated with or distributed by Vendor. In the event of a breach of this Agreement by Management, Management shall only be liable to Vendor to the extent of any payments made to Management by Vendor for the Sublicense Fee.

16. **INSURANCE.** Vendor acknowledges and agrees that it will have (at all times covered by this Agreement) insurance in the following limits: general liability - \$1,000,000 per occurrence/\$2,000,000 aggregate; umbrella - \$5,000,000; worker's comp – statutory limits. Vendor names Emmis Communications Corporation and Emmis Radio, LLC d/b/a WBLS as additional insureds with respect to the Event. Any such insurance is primary to any available to such additional insureds. The insurance certificate must be submitted with the vendor agreement. **WE WILL NOT ACCEPT ANY VENDOR FORMS WITHOUT PROPER PROOF OF INSURANCE.**

17. **MISCELLANEOUS.** This Agreement shall be legally binding after execution by both parties to this Agreement. In the event of a dispute hereunder, the laws of the State of New York will apply. This Agreement and the License Agreement contain the entire agreement among the parties hereto and supersede any and all prior promises, verbal understandings or written agreements of any kind. This Agreement may not be changed except by a writing signed by both parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and which together shall constitute a single instrument.

Management

Emmis Radio, LLC

By: _____

Printed: _____

Date: _____

Vendor

Legal Name of Business: _____

By: _____

Printed: _____

Date: _____