



BOOKING CONFIRMATION / CREDIT CARD AUTHORIZATION FORM

Please email this completed form to tsr@tribecafilm.com to confirm your booking. We cannot guarantee your reservation until we receive this paperwork and we have sent a confirmation email. Thank you!

Contact Name: _____

Studio/Company Name (if applicable): _____

Contact Email: _____

Contact Phone Number: _____

Screening Room Booking Date: _____

Screening Room Booking Time: _____ to _____

*We have a minimum room rental of 3 hours on weekdays and 4 hours on weekends and holidays. If your film format is a DCP, there may be additional time required to upload the material to our system, depending on the film's duration. We will work with you to minimize any expenses related to the additional time

Film Title: _____

Film Run Time: _____ Film File Format (DCP, DVD, Blu-Ray, etc.): _____

Cardholder Name: _____

Cardholder Address: _____

Card Number: _____

Card Type: (circle one) American Express / Visa / MasterCard

Expiration Date: _____ Security Digits: _____

Amount To Be Charged Pre-Tax:

of hours on weekday _____ x \$660 = _____

of hours on weekend or holiday (or after midnight) _____ x \$770 = _____

I agree to allow Tribeca to deduct the above amount from my credit card and any additional time me or my guests occupied the room, NYC state tax and a 3.5% handling fee.

Signature: _____ Date: _____

Please email this completed form to tsr@tribecafilm.com to confirm your booking. We cannot guarantee your reservation until we receive this paperwork and we have sent a confirmation email. Thank you!

Below is the Cancellation Policy and Tribeca Screening Room Standard Terms and Conditions. By signing the invoice, credit card authorization form, or for paying to use the Tribeca Screening Room, Patron acknowledges that it has read, understands and accepts the Cancellation Policy and Tribeca Screening Room Standard Terms and Conditions.

CANCELLATION POLICY

When reserving a time slot at the Tribeca Screening Room, Tribeca will charge the total requested time to the client's credit card. The client has 24 hours to cancel the reservation and receive a full refund.

If the client cancels after the 24hr grace period, they have up until 72 hours prior to the reserved time, to be refunded 80% of the total fee charged.

Failure to provide a cancel notification prior to the 72 hours start time will result in a forfeiture of the total fee charged to the card.

All cancellations or changes must be emailed to Tribeca Screening Room at tstr@tribecafilm.com. Otherwise, all charges go to the credit card

TRIBECA SCREENING ROOM STANDARD TERMS AND CONDITIONS

The following standard terms and conditions (the "*Standard Terms*"), by and between patron ("*Patron*") and Tribeca Screening Room ("*TSR*") with respect to the event ("*Event*") that Patron intends to conduct at the TSR. Patron and TSR may hereafter be referred to each as a "*Party*," and collectively as the "*Parties*."

1. Rights and Obligations of Patron.

- 1.1 Patron will be responsible for organizing, promoting and producing the Event, including securing any third-party clearances, releases and permissions required in connection with the Event.
- 1.2 Patron will be responsible for delivery of film print and KDMs/keys to screening room at least 24 hours before date of screening.
- 1.3 Patron will not extend the scheduled time period of the Event set forth in the invoice unless TSR agrees and if so, Patron will be charged the standard rates for the time used (in 30 minute increments). Patron shall be prohibited from bringing any special effects equipment (e.g., fog systems, pyrotechnics, etc.) to the Facility.
- 1.4 Patron, at its sole expense, shall be required to obtain any permits, licenses or other consents required in connection with the Event.
- 1.5 Patron may not serve or allow guests to bring in food or beverages in TSR or Patron will be charged a remediation fee.
- 1.6 Patron will leave the Facility in good clean condition. If TSR needs to have the room cleaned or repaired after the Event, TSR will charge Patron on its credit card for any repairs or cleaning fees.

2. Fees and Financial Terms.

- 2.1 Patron agrees to pay the fees and/or provide the other consideration as priced in invoice. One hundred percent (100%) of which is due upon holding the room at TSR.
- 2.2 Your credit card will be charged for the full fee plus tax and a 3.5% handling fee.
- 2.3 Cancellations must be made 72 hours prior to the event for an 80% refund. Cancellations may be considered officially made on any weekday from 9:00am-6:00pm except on Fridays when the window is 9:00am-3:00pm. Cancellations made outside of those times and days will be considered officially made on the following work day. Please keep in mind any cancellations made on a Friday after 3:00pm will be considered officially made on Monday at 9:00am. This means screenings booked for a Monday, Tuesday, or Wednesday must be cancelled before 3:00PM the Friday prior.
- 2.4 Patrons who stay in the room past their reserved time will be charged the hourly rate in 30-minute increments.

- 2.5 If Patron's Event extends and interferes in the scheduling of the following Event, Patron will pay two times the hourly rate plus any damages that may result from going past the agreed upon time.
- 2.6 There is a three-hour minimum and if the Patron is using a DCP (digital cinema package) to screen their content, the hourly minimum may extend longer to allot for ingestion time. If Patrons time extends past the billed amount, **TSR will bill the credit card for the additional time.**

3. Promotional Materials, Filming, Photography. Patron shall not use any promotional materials, advertising, articles, press releases, interviews, videos, invitations, signage or other materials regarding the Event, including without limitation, materials that use or reference TSR or any of its affiliates or their respective members, employees, agents, officers and directors, or any trademark, trade name, logo or other indicia of TSR or any of its affiliates (collectively, the "**Promotional Materials**") without the prior written consent of TSR. Filming of any kind at TSR must be approved in advance by TSR. Patron shall be responsible for securing any third-party clearances, releases and permissions required in connection with any Promotional Materials.

4. Representations and Warranties.

- 4.1 Patron represents and warrants that: (i) it has full power and authority to enter into and fulfill its obligations under the Event Agreement and (ii) it shall comply with all applicable federal, state and local laws, rules and regulations, including without limitation, any such laws, rules and regulations relating to its conduct in connection with the Event.
- 4.2 TSR makes no warranties, representations or guarantees of any kind or nature, whether express, implied or statutory (including warranties of merchantability and fitness for a particular purpose), all of which warranties, representations and guarantees TSR hereby expressly disclaims and Patron hereby waives.

5. Force Majeure. For purposes of the Event Agreement, a "**Force Majeure event**" shall mean any contingency beyond TSR's reasonable control, including, but not limited to: fire, storm, flood, earthquake, explosion, accidents, public disorders, civil unrest, government action or decree, sabotage, acts of terrorism, acts of war, labor shortages, riots or acts of God. In case of any Force Majeure event, TSR shall have the right to cancel the Event and terminate the Event Agreement or the Parties may agree to reschedule the Event to a mutually acceptable time and date. In either case, TSR shall be entitled to any actual costs incurred by TSR in preparation for the Event cancelled (or rescheduled) as a result of a Force Majeure event, which shall not be treated as a breach of the Event Agreement under any circumstances.

6. Liability: Release.

- 6.1 Patron shall be solely responsible for Patron's property, and the property of its guests, invitees, employees, contractors, agents, licensees and assigns, and of any other participants in the Event (collectively, the "**Guests**") while such property is at the Facility prior to, during or after the Event. Patron hereby releases TSR from any liability for lost, stolen or damaged property including, but not limited to film equipment, prints, recordings, and KDMs/keys, and from any injury to persons that occurs in connection with the Event.
- 6.2 In no event shall TSR be liable for any punitive, special, indirect, incidental or consequential damages of any kind arising out of or relating to the Event, nor shall TSR have any liability under the Event Agreement that exceeds the amount actually paid to TSR pursuant to the invoice.

7. Indemnification. Patron agrees to defend, indemnify and hold harmless TSR and its parents, subsidiaries and affiliates, and their respective officers, directors, employees and agents, from and against any and all claims, demands, damages, costs and expenses (including, without limitation, reasonable attorneys' fees, expenses and settlement costs) arising from or relating to (i) the Event, (ii) the promotion of the Event and the Promotional Materials, (iii) any damage to property or injury to persons that occurs in connection with the Event, or (iv) any breach by Patron of its representations or obligations under the Event Agreement.

8. Insurance. Patron agrees to maintain general comprehensive liability and property damage insurance covering

the Event and the use of the Facility by Patron and the Guests at customary and adequate levels (and in no event shall such insurance policies provide coverage of less than \$1,000,000 in the aggregate). Patron must provide Tribeca with a certificate of insurance naming Tribeca Screening Room & Tribeca Film Center as additional insured. No later than five (5) days before the Event, and as a condition to entering the Facility, Patron shall deliver a certificate of insurance evidencing such coverage and naming as the additional insured Tribeca Screening Room, together with the address(es) of the Facility confirmed by Patron with TSR. If Patron fails to timely deliver such certificate, then, in addition to TSR's other legal rights or remedies, TSR may secure a temporary umbrella liability insurance policy, at Patron's expense, covering the Event and naming TSR as an insured.

9. Additional Provisions.

- 9.1 **Governing Law.** The Event Agreement will be governed by the laws of the State of New York applicable to contracts executed and to be performed entirely in the State of New York. Any disputes relating to or arising out of the Event Agreement, or the Parties' services or obligations pursuant to the Event Agreement, must be adjudicated solely in the state and federal courts situated in New York County, New York.
- 9.2 **Entire Agreement.** The Event Agreement constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The Event Agreement may only be changed by a written instrument signed by both Parties.
- 9.3 **No Partnership or Landlord-Tenant Relationship.** Nothing in the Event Agreement is intended or will be construed as creating a relationship of partnership, joint venture or employment or that of a landlord and tenant between the Parties and each Party specifically acknowledges and agrees that their relationship is and shall be solely as independent contractors. Neither Party shall have the right or authority to bind the other, or create any obligations, express or implied, contrary to the terms of the Event Agreement. Neither Party shall become liable for the representation, act or omission of the other Party contrary to the provisions hereof.
- 9.4 **No Third-Party Beneficiaries.** The Event Agreement is for the sole benefit of the Parties and their successors and permitted assigns and nothing in the Event Agreement express or implied shall give or be construed to give any person other than the Parties any legal or equitable rights under the Event Agreement.
- 9.5 **Amendment/Cancellation: No Waiver.** No modification, alteration, amendment or cancellation of the Event Agreement shall be valid or binding unless in writing and signed by TSR. No waiver by either party of the breach of any term or condition of the Event Agreement will constitute a waiver of, or consent to, any subsequent breach of the same or any other term or condition of the Event Agreement.
- 9.6 **Assignment.** Subject to the following sentence, Patron may not assign its rights and obligations under or transfer any of its interest in the Event Agreement, without the prior consent of TSR. Notwithstanding the foregoing, Patron may assign the Event Agreement or transfer any of its interest to a purchaser of all or substantially all of such Party's assets, to a successor in interest of such Party or as part of a corporate reorganization, consolidation or merger. The Event Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties.
- 9.7 **Notices.** Any notices to be made hereunder by Patron shall be made in writing and sent to TSR by hand delivery, facsimile (followed by a confirming notice by mail), email, overnight courier or certified United States mail, return receipt requested, with postage prepaid to the following address: 375 Greenwich Street, New York, NY 10013. A notice shall be deemed given on the date it was sent.

10. By signing the invoice, credit card authorization form, or for paying to use Tribeca Screening Room, Patron acknowledges that it has read, understands and accepts the Cancellation Policy, Current COVID Protocols, and Tribeca Screening Room Standard Terms and Conditions.