License Agreement for Decorating Services

This License Agreement (Agreement) is between the Suffolk County Community College (College), having its principal office at 533 College Road, Selden, New York 11784-2899, a chartered Community College (pursuant to New York State Education Law) under the sponsorship of the County of Suffolk (County), a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901; and

Long Island Decorating and Trade Show Services, Inc. (LIDTSS), a business corporation, having its principal office at 132 Cambridge Avenue, Holbrook, New York 11741.

The parties hereto desire to make available to the College the services of Licensee to provide decorating and cleaning services (Services) for events held at the College's Health, Sports and Education Center (Center) at the Western Campus in Brentwood, New York (the License).

Term of Agreement: June 30, 2002 to June 29, 2012, with two (2) five-year options to renew.

Total Cost of Agreement: Revenue to College as described in Exhibit B.

Terms and Conditions: Shall be as set forth in Exhibits A through D attached.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

Long Island Decorating and Trade Show Services, Inc.

By: Mary M. Leonardi

Mary M. Leonardi
President

Date: April 29, 2003

Suffolk County Community College

By: Salvatore J. La Lima

Salvatore J. La Lima
President

Date: 4/30/03
Rev. 4/09/03; Law No. 22-CC-001
License Agreement for Decorating and Cleaning Services
Long Island Decorating and Trade Show Services, Inc.

Approved as to Form;
Not Reviewed as to Execution
Robert J. Cimino, County Attorney
By: ________________
   Cynthia Kay Parry
   Assistant County Attorney

Date: ________________
   MAY 07 2003

Recommended:
Suffolk County Community College
By: ________________
   Charles K. Stein
   Vice President for Business and
   Financial Affairs

Date: ________________
   5/1/03

Suffolk County Community College
By: ________________
   Ilene S. Kreitzer, Esq.
   Legal Affairs and
   Compliance Officer

Date: ________________
   5/1/03
List of Exhibits

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5. Services Provided by LIDTSS
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License Agreement for Decorating and Cleaning Services
Long Island Decorating and Trade Show Services, Inc.

Exhibit A
General Terms and Conditions

Whereas, the College issued a Request for Proposal, advertised November 16, 2000, for a provider of decorating and/or cleaning services for events held at the College’s Health, Sports and Education Center (Center) at the Western Campus in Brentwood, New York; and

Whereas, LIDTSS desires to obtain from the College a License, as described herein and subject to the terms and condition set forth in Exhibit C, to provide decorating and cleaning services (Services) for events held at the Center;

Now, Therefore, in consideration of the premises and the mutual covenants and conditions herein contained, it is agreed by the parties hereto, as follows:

1. Inconsistent Provisions
   The provisions of this Exhibit A shall prevail over inconsistent provisions of any other Exhibit and over any other document not specifically referred to in this Agreement or made part thereof by this Agreement or by subsequent amendment in writing and signed by both parties, except to the extent that such provisions of this Exhibit A are specifically referred to and amended or superseded by such Exhibit or Amendments.

2. Grant of License
   The College grants to LIDTSS a license (License) as described in Exhibit B, entitled “Description of License/Financial Terms and Conditions/Other Variable Terms and Conditions,” subject to the terms and conditions described herein and in Exhibit C. Any service or activity not described herein must be approved in writing by the College.

3. Term and Termination of Agreement
   a. The College hereby grants to LIDTSS and LIDTSS accepts from the College, a License to be the exclusive provider, except for college and exclusive caterer events, of Services for events held at the Center, as described herein and subject to the terms and conditions set forth in Exhibits B and C.

   b. This License shall cover the period set forth as the term of agreement on the first page thereof, unless sooner terminated as provided herein.

   c. The options to renew will be exercised at the mutual exercise of the parties provided a request is made by either party in writing six (6) months prior to the expiration of any contract period.

   d. In the event LIDTSS violates any of the material terms and conditions of this License Agreement or defaults under it (as defined below in subparagraph f), the College may terminate the License, provided that no such termination shall
be effective unless:

i. LIDTSS is given thirty (30) calendar days written notice of intent to terminate (Notice of Intent to Terminate); and

ii. an opportunity for consultation with the College prior to termination; and

iii. an opportunity to cure any violation of the terms and conditions of the License.

e. In the event that LIDTSS has not cured, or commenced to cure, to the reasonable satisfaction of the College, within such thirty day period (or longer period at the College's option), then the College may issue a written termination notice (Termination Notice).

f. A default by LIDTSS under this License is defined as follows:

i. a failure on the part of LIDTSS to pay any installment of commissions (Commissions) upon the expiration of ten (10) days from the date the College gives written notice to LIDTSS, after such installment becomes due, calling attention to the existence of such failure; or

ii. a failure on the part of LIDTSS to bring the quality of its services to an acceptable level, including but not limited to the timeliness of services, the safety level of services and materials provided, and the cleanliness and durability of materials provided, upon the expiration of thirty (30) days from the date the College gives written notice to LIDTSS calling attention to the existence of such failure and particularizing the claimed failure in reasonable detail, provided, however, that if the matter which is the subject of the notice is of such a nature that it cannot reasonably be corrected within thirty (30) days, then no default shall have been deemed to have occurred if LIDTSS, before the expiration of the thirty-day period diligently commences and prosecutes the same to completion. Soliciting bids, in good faith, for performance of corrective work shall be deemed commencement of such work within the purview hereof; or

iii. repeated and uncured lapses in the quality of services provided by LIDTSS, including but not limited to the timeliness of services, the safety level of services and materials provided, and the cleanliness and durability of materials provided, even if such lapses are intermittent, which has caused a material impairment of the College's ability to book or satisfy clients. LIDTSS shall have no right to cure such default; or

iv. a failure on the part of LIDTSS to observe any of the other material terms and conditions of this License on its part to be observed and performed, which failure persists after the expiration of thirty (30) days (except in emergencies involving possible loss of life or destruction of
property the period shall be reasonable under the circumstances) from
the date the College gives written notice to LIDTSS calling attention to
the existence of such failure and particularizing the claimed failure in
reasonable detail, provided, however, that if the matter which is the
subject of the notice is of such a nature that it cannot reasonably be
corrected within thirty (30) days (or shorter period, as the case may be),
then no default shall have been deemed to have occurred if LIDTSS,
before the expiration of the thirty-day period (or shorter period, as the
case may be), diligently commences and prosecutes the same to
completion. Soliciting bids, in good faith, for performance of corrective
work shall be deemed commencement of such work within the purview
hereof.

g. In the event the College legally repossesses the premises upon the termination
or expiration of this Agreement and any renewal hereof or otherwise, LIDTSS
shall remain liable to the College:

i. for all fees and other sums payable by LIDTSS up to such time;

ii. for the College’s reasonable and actual costs expended to place the
premises in the physical condition in which LIDTSS is obligated to leave
them upon the expiration of the term; and

iii. for the College’s cost to remove LIDTSS and any effects of LIDTSS, and
with or without legal process, the cost to expel, oust and remove all
parties who may be present upon or occupy any part of the premises,
and all personal property that may be thereon and therein contained,
without being liable to prosecution, damage, or damages therefor, or for
any damage or damages to, or loss of any personal property belonging
to any party upon or occupying said premises or any part thereof from
any causes whatsoever by reason of such removal, and LIDTSS
expressly waives any and all claims for damages and loss against the
College or its officers and agents for or on account of any act done or
caused to be done in exercising this right; and the College shall have the
right to sell the said personal property so seized or remove and recover
by such sale or legal process any and all sums due to the College under
the terms of this Agreement.

h. Upon proper termination for cause pursuant to the foregoing paragraph, neither
party shall be entitled nor shall it make a claim for lost profits or loss of
anticipated earnings because of termination.

i. As used herein, the words "reenter" and "reentry" are not to be restricted to
their technical legal meanings.

j. In the event the College violates any of the material terms and conditions of this
License, LIDTSS may terminate the License, provided that no such termination
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Long Island Decorating and Trade Show Services, Inc.

shall be effective unless the College is given thirty (30) calendar days written notice of intent to terminate, an opportunity for consultation with LIDTSS prior to termination, and an opportunity to cure any violation of the terms and conditions of the License.

4. Operational Plan

The parties shall adhere to a schedule of fees to be charged, as set forth in Exhibit C. During the term of this Agreement any changes in the fee schedule must be agreed to by the parties in writing.

5. Services Provided by LIDTSS

a. All space and equipment covered by this Agreement and used by LIDTSS in the conduct of its programs shall be reasonably maintained and kept clean by LIDTSS within the terms of a mutual agreement between the College and LIDTSS prior to the event, at its own cost and expense as directed by the College.

b. All refuse and garbage costs relating to the Services are to be borne by LIDTSS as requested by the College and said refuse and garbage are to be disposed of in a location satisfactory to the College.

6. Insurance

a. LIDTSS agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types specified by the College. Unless otherwise specified by the College and agreed to by LIDTSS, in writing, such insurance will be as follows:

i. Commercial General Liability Insurance, including contractual coverage, in an amount not less than Two Million Dollars ($2,000,000.00) combined single limit for bodily injury and property damage per occurrence.

ii. Automobile Liability Insurance (if any vehicles are used in the performance of this Agreement) in an amount not less than Three Hundred Thousand Dollars ($300,000.00) combined single limit for bodily injury and property damage per occurrence.

iii. Workers' Compensation and Employer's Liability Insurance in compliance with all applicable New York State laws and regulations and Disability Benefits Insurance if required by law and shall have furnished to the College prior to execution of this Agreement the documentation required by the State of New York Worker's Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Worker's Compensation Law. In accordance
with General Municipal Law § 108, this Agreement shall be void and of no effect unless LIDTSS shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

c. LIDTSS shall furnish to the College certificates of insurance or, on request, original policies or duplicate original policies, evidencing compliance with the aforesaid insurance requirements. In the event LIDTSS does not wish to provide original policies or duplicate original policies, the parties shall agree as to a mutually agreeable time and place for inspection of original policies or duplicate original policies evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, said certificates shall name the College and the County of Suffolk as additional insureds. All such certificates shall provide for the College and the County of Suffolk to be certificate holders and to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change. Such certificates, policies and notices shall be mailed to the College at the address set forth in Paragraph 8, entitled “Contact Persons/Notice Requirements” or at such other address of which the College shall have given LIDTSS notice in writing.

7. Accounting and Recordkeeping

LIDTSS shall keep books of account and records of all operations conducted under this Agreement and establish a system of bookkeeping and accounts which is reasonably acceptable to the College and which is in accordance with the accounting requirements for concession contracts issued by the College, which are set forth in Exhibit D, entitled “Concessionaire’s Rules and Regulations.”

8. Contact Persons/Notice Requirements

a. Any communication, notice, claim for payment, report or other submission necessary or required to be made by the parties regarding this Agreement shall be deemed to have been duly made upon receipt by the parties at the following addresses (or at such other address that may be specified in writing by the parties):
For the College:

Charles K. Stein  
Vice President for Business and Financial Affairs  
Suffolk County Community College  
533 College Road, NFL32  
Selden, New York 11784

For Licensee:

Mary M. Leonardi, President  
Long Island Decorating and Trade Show Services, Inc.  
132 Cambridge Avenue  
Holbrook, New York 11741

b. Any communication or notice regarding litigation shall be deemed to have been duly made upon receipt by the parties at the following addresses (or at such other address that may be specified in writing by the parties):

For the College:

Suffolk County Community College  
533 College Road  
Selden, New York 11784  
Attn: Steven Schrier, Vice President

For Licensee:

Mary M. Leonardi, President  
Long Island Decorating and Trade Show Services, Inc.  
132 Cambridge Avenue  
Holbrook, New York 11741

9. Indemnification

a. LIDTSS shall defend, indemnify and hold harmless the College and the County of Suffolk, their consultants (if any), employees, agents and other persons from and against all claims, costs, judgments, liens, encumbrances and expenses, including attorneys’ fees, arising out of the acts, omissions or negligence of LIDTSS, its agents, employees, subconsultants, contractors or subcontractors in connection with the services described or referred to in this Agreement.

b. To the extent permitted by law, the College shall indemnify and hold harmless LIDTSS, their officers, employees and agents from and against all claims, costs, judgments, liens, encumbrances, expenses (including attorneys’ fees),
losses and liabilities of whatsoever nature arising out of the acts or omissions or negligence of the College, its officers, agents, consultants (if any), servants or employees in connection with the services described or referred to in this Agreement.

10. Financial Disclosure

LIDTSS represents and warrants that, unless exempt, it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of this Agreement's duration. LIDTSS acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement. (Such requirement is not required if LIDTSS is a not-for-profit corporation.)

11. LIDTSS's Risks

a. LIDTSS, in addition to any terms contained herein, shall be solely responsible and answerable in damages for all injuries and accidents in person or property caused by LIDTSS, its agents, servants or employees and thereby covenants and agrees to defend, indemnify and save harmless the College and the County of Suffolk and their officials, employees and agents from all claims, suits, actions, losses, damages or injuries to person or property of whatsoever kind or nature, whether direct or indirect, arising out of the operation of this Agreement and to the extent caused by LIDTSS, its agents, servants or employees.

b. The College, in addition to any terms contained herein, shall be solely responsible and answerable in damages for all injuries and accidents to persons or property caused by the College, its agents, servants or employees and thereby covenants and agrees to defend, indemnify and save harmless LIDTSS and their officials, employees and agents from all claims, suits, actions, losses, damages or injuries to persons or property of whatsoever kind or nature, whether direct or indirect, arising out of the operation of this Agreement and caused by the College, its agents, servants or employees.

c. To the extent hereinafter provided, the risk of loss, damage or destruction from any peril to the furniture, fixtures, equipment or other personal property of LIDTSS shall be borne by LIDTSS. LIDTSS waives, to the extent permitted by its applicable insurance policy, any right to subrogation against the College for loss, damage or destruction from any peril to the furniture, fixtures, equipment or other personal property of LIDTSS unless caused by the College, its agents, servants or employees or the County of Suffolk, its officials, employees or agents.
12. **Conduct of LIDTSS’s Employees**

The College shall inform LIDTSS, in writing or if orally, a written confirmation shall be sent immediately, of any employee of LIDTSS whose conduct the College deems detrimental to the best interests of the College or the public using the facilities. LIDTSS shall immediately take any and all action necessary and appropriate to remedy the conduct. In the event LIDTSS fails to remedy the conduct, within a reasonable period of time under the circumstances, this Agreement shall terminate five (5) days from receipt of written notice from the College of LIDTSS’s failure to cure, notwithstanding the provisions of paragraph 3., entitled “Term and Termination.”

13. **Licenses and Permits**

   a. Notwithstanding any other approval required to be obtained by LIDTSS, it shall also be required to secure all permits, licenses and certifications necessary for the legal provision of Services at its sole cost and expense.

   b. In the event that LIDTSS is unable to secure the necessary permits and licenses as provided for in this paragraph within 2 months from the execution hereof or such extensions granted in writing by the College or in the event that said permits are issued and during the term of this License or renewal thereof, should LIDTSS fail to maintain all permits necessary for the legal provision of Services, the College, may, at its sole option, cancel this Agreement upon the College giving to the Licensee five (5) days written notice of its intention to so cancel, including the right to cure the default within said time period, and whereby there shall be no further liability on the part of either party, except those items which specifically survive termination.

   c. It is understood by the parties that the obtaining of all permits and licenses necessary for the legal provision of Services is a material part of this Agreement and failure to obtain same or cancellation of same after issuance shall be grounds for defaulting LIDTSS.

14. **Claims For Compensation**

   a. LIDTSS hereby expressly waives any and all claims for compensation for any and all loss or damages sustained by reason of any interference by any public agency or official (excluding College officials), acting within their official duties, in the operation of this License. If LIDTSS is unable to perform its obligations hereunder as a result of such interference, the College may retain the services of others to so perform until such time as LIDTSS can resume its obligations.

   b. LIDTSS hereby expressly waives any and all claims for compensation against the County and the College for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the gas and electrical apparatus, heating equipment, water supply equipment, or wires furnished for the premises
hereby granted, or by reason of any loss or impairment of light, current, or water supply which may occur from time to time for any cause, or for any loss or damage sustained by LIDTSS resulting from fire, water, storm, tornadoes, hurricanes, civil commotion, riots, acts of God or other disasters; and LIDTSS hereby expressly waives all rights, claims, and demands and forever releases and discharges the people of the State of New York, the County of Suffolk, the College and their officers, employees and agents from any and all demands.

15. **Liens**

It is expressly agreed that the College shall have a continuing lien on all personal property of LIDTSS which may be on the premises for any and all sums which may from time to time become and be due to the College under the terms of this Agreement, and upon default of payment by LIDTSS, the College has the right to take possession of and retain the same until the full amount be paid, or to sell the same at public auction and, after deducting the expenses of such sale, apply the balance of the proceeds to such payment, and if there should be any deficiency, to resort to any legal remedy provided LIDTSS has received a written notice of alleged default with sufficient time to cure.

16. **License/Not A Lease**

It is expressly understood and agreed that no interest in real or personal property is leased or granted to LIDTSS; that it is a License and not a lease; that LIDTSS's right to occupy the premises and to operate the License hereby granted shall continue only so long as it shall comply strictly and promptly with each and all the material undertakings, provisions, covenants, agreements, stipulations, and conditions contained herein; and that this License is not coupled with any interest in real property, subject to the conditions contained in this Agreement.

17. **Fire Safety Standards**

LIDTSS shall not use or permit the storage of any turpentine, benzene, naphtha or other similar substances or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies licensed to do business in the State of New York, in any buildings erected or to be erected on the premises.
18. Inspection of Premises

It is agreed that the licensed premises may be inspected at any time by the College, by authorized representatives of the College, or representatives of the Suffolk County Department of Health Services or FRES. LIDTSS agrees that upon notification by the College that any part of the licensed premises or facilities thereof is unsatisfactory, LIDTSS shall, where such condition is caused by LIDTSS, remedy the same within a reasonable time except in the event of dangerous health and/or safety conditions impacting upon persons or animals which shall be corrected immediately.

19. Storage Container

LIDTSS reserves the right to maintain a storage container on the premises of the Center for the purpose of storing the materials and equipment used in conjunction with this Agreement. The location of the storage container is to be determined by the College within thirty (30) days of the execution of this Agreement.

20. Change in Facilities

It is understood that the College may from time to time make changes in the capacities of the facilities and methods of operations and may change the amount charged for the use of same (excluding any charges and fees set forth in this Agreement) or may discontinue certain facilities or their use by the public during the term of this License. LIDTSS shall not make any claims for loss of profits or anticipated earnings as a result of any changes in the facilities.

21. No Implied Waiver

No failure or delay by either party in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy.

22. Insolvency

If at any time prior to the date herein fixed as the expiration of the term of this Agreement or any renewal hereof, there shall be filed by or against LIDTSS, in any court pursuant to any statute, either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of LIDTSS’s property, and within thirty (30) days thereof Licensee fails to secure a discharge thereof, or if LIDTSS makes an assignment for the benefit of creditors, or petitions for or enters into such an arrangement, as may be permitted by law, this Agreement shall ipso facto be canceled and terminated and in which event neither LIDTSS nor any person claiming through or under LIDTSS or by virtue of any statute or of an order of any court shall be entitled to possession of the demised premises, and College, in addition to any other rights and remedies given hereby and by virtue of any other provision contained in this Agreement or by virtue of any statute or rule of law, may retain as liquidated damages any monies received from LIDTSS or others on behalf of LIDTSS.
23. Labor Disputes/Acts of God

The provisions of this section shall be applicable if there shall occur, during the term or any renewal term any (i) strike(s), lockout(s) or labor dispute(s); (ii) inability to obtain labor or materials, or reasonable substitutes therefor; or (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, fire or other casualty, or other conditions similar or dissimilar to those enumerated in this item (iii) beyond the reasonable control of the party obligated to perform. If the College or LIDTSS shall, as the result of any of the above-described events, fail punctually to perform any obligation to be performed under this Agreement, then such failure shall be excused and not be a breach of this Agreement by the party in question, but only to the extent occasioned by such event. If any right or option of either party to take any action under or with respect to this Agreement is conditioned upon the same being exercised within any prescribed period of time and such named date, then such prescribed period of time and such named date shall be deemed to be extended or delayed, as the case may be, for a period equal to the period of the delay occasioned by any above-described event.

24. Independent Contractor

It is expressly agreed that LIDTSS’s status hereunder is that of an independent contractor. Neither LIDTSS nor any person hired by it shall be considered employees of the College for any purpose.

25. No Assignment

a. LIDTSS shall not assign, transfer, convey, subcontract or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute this Agreement, or assign all or any portion of the monies that may be due or become due to LIDTSS under the terms of this Agreement, to any person or corporation, without the prior consent in writing of the College, which shall not be unreasonably withheld, and any attempt to do any of the foregoing without such consent shall be of no effect.

b. Such consent, as described in subparagraph (a) above, shall not unreasonably be withheld or delayed provided that such entity would have been able to qualify as a services provider under the terms of the original Request For Proposals upon which this License has been granted.

26. Not in Default

LIDTSS warrants that it is not in arrears to the College upon debt or contract and is not in default as a surety, contractor or otherwise on any obligation to the College, except for services performed to date, which sums will be paid within thirty (30) days after the execution of this Agreement.
27. **Gratuities**

LIDTSS represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

28. **Non-Discrimination Requirements**

In accordance with Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other County, State and Federal administrative, statutory and constitutional nondiscrimination provisions, LIDTSS shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual preference, Vietnam era veteran status or marital status.

29. **Non-Discrimination in Services**

During the performance of this Agreement, LIDTSS will not, on the grounds of race, creed, color, national origin, sex, age, disability, Vietnam Era status, marital status or sexual orientation, deny any individual any service(s) or other benefits provided under the program or provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under the program.

30. **Severability**

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term of provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

31. **Governing Law**

This Agreement shall be governed by the laws of the State of New York.
32. Entire Agreement

It is expressly agreed that this instrument represents the entire agreement of the parties and that all previous understandings are merged in this Agreement.

33. No Oral Changes

No modification of this Agreement shall be valid unless written in the form of an Addendum or Amendment signed by both parties.

End of Text of Exhibit A
Exhibit B
Description of License/Financial Terms and Conditions/Other Variable Terms and Conditions

1. Grant of License

a. The College grants to LIDTSS an exclusive license, except for college and exclusive caterer events (as defined herein), to provide decorating and cleaning services at the Center, as defined herein, subject to the terms and conditions described herein and in Exhibit C (License). The College must approve any service or activity not described herein in writing.

b. For purposes of this Exhibit, College shall be defined as Suffolk County Community College, Suffolk Community College Association, Inc., Suffolk Community College Foundation, Inc., Edutech Institute of Suffolk, Inc., any entity established by the College, Suffolk County, New York State and the federal government.

c. Any event held at the Center shall be classified as one of the following three types:

i. College Event: an event in which the College is the sponsor and no other entity is involved, or there is another entity involved, but the College is paying for all or part of the event.

ii. Exclusive Caterer Event: an event in which the College’s exclusive caterer is the booking agent for the event.

iii. Non-College Event: any event that is not a College event or an Exclusive Caterer event.

d. For College Events, LIDTSS will be the exclusive provider of decorating services subject to the fee schedules set forth in Exhibit C, Section 4 herein, except that the College may select a different provider of decorating services for up to a total of five (5) events per fiscal year, except, furthermore, that none of these five (5) events can be trade shows. The President will be responsible for designating the five College events. Such designation will be confirmed in writing, signed by the President, when the event is scheduled and made available to LIDTSS. The fiscal year is September 1 through August 31.

e. For Exclusive Caterer Events, the caterer may select any provider of decorating and cleaning services. If the caterer selects LIDTSS for these services, the fee shall not be less than the amounts in the schedules set forth in Exhibit C, Sections 3 and 5, herein.
Rev. 4/09/03; Law No. 22-CC-001
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Long Island Decorating and Trade Show Services, Inc.

f. For Non-College Events, LIDTSS shall be the exclusive provider of decorating and cleaning services subject to the fee schedules set forth in Exhibit C, Sections 3 and 5, herein. Upon the written request of the College President or the Vice President for Business and Financial Affairs, LIDTSS shall charge the Non-College Event fees less eight (8%) percent and the College shall forego the eight (8%) percent commission to which it would have otherwise been entitled.

g. One set-up of equipment shall constitute one event, regardless of the length of time the equipment remains set-up, except that if the equipment is not used for a period of forty-eight (48) hours or more, then the use of that equipment after that time period shall constitute another event subject to the applicable fees. Equipment may remain set-up for a period of forty-eight (48) or more without use only with the permission of the College. Notwithstanding anything to the contrary contained herein, LIDTSS has the right to breakdown and remove any and/or all of its equipment and materials at any time after the event is concluded.

h. The College shall provide LIDTSS with two weeks' notice of all events scheduled in the Center.

2. Licensee Fees

LIDTSS agrees to pay the College as compensation for the license and for the privilege of operating said license, as follows:

a. Initial Period

Eight percent (8%) of the total cost charged to the third party when the Non-College Event and Exclusive Caterer Event fee schedule applies or when LIDTSS is retained to supply any catering equipment or supplies or any other equipment, supplies or services not otherwise provided for in Exhibit C for a Non-College Event or an Exclusive Caterer Event. No commission shall be due when the College Event fee schedule applies.

b. Option Period

To be negotiated at time of option renewal.

3. Payment Terms

a. All remittances shall be made payable to "Suffolk County Community College".
b. Payment of license fees, as set forth in Exhibit B, section 2 above, shall be made within thirty (30) days after the date of the scheduled event and shall be remitted to the following address:

Suffolk County Community College  
Business and Financial Services Office  
Attn: Accounts Receivable  
533 College Road  
Selden, New York 11784

c. LIDTSS shall be liable for a penalty of one and one half percent (1 ½%) per month for any part of this License Fee not paid as required. Such penalty shall accrue on the unpaid balance, which includes accrued penalties, until the License Fee is paid. For any payment which is less than a full month late, the penalty shall be assessed at the rate of five one hundredths of one percent (.05%) per day.

d. Should LIDTSS neglect to pay any charges for services supplied and billed by the College when the same become due and payable, then the amount of said charges shall forthwith become a part of and added to the License Fee and shall under all circumstances and conditions be considered and be collectable as such.

e. Payment by the College to LIDTSS for decorating, cleaning or other services performed by LIDTSS shall be made within thirty (30) days after the receipt by the College of the invoice. Invoices for services shall be sent to the following address:

Suffolk County Community College  
Business and Financial Services Office  
Attn: Accounts Payable  
533 College Road  
Selden, New York 11784

Payment by the College shall be remitted to the following address:

Mary M. Leonardi, President  
Long Island Decorating and  
Trade Show Services, Inc.  
132 Cambridge Avenue  
Holbrook, New York 11741

f. The obligations of this paragraph shall survive termination or expiration of this Agreement.
4. Labor and Equipment Rental Rates

a. When the College provides personnel to operate machinery, such as forklifts and scissorlifts, for the set-up or breakdown of LIDTSS-owned equipment and supplies, LIDTSS will pay the College the following labor rates:

i. Forty Dollars ($40.00) per hour when the machinery is operated by supervisory personnel; and

ii. Thirty Dollars ($30.00) per hour when the machinery is operated by non-supervisory personnel.

Only one College employee shall operate a machine at any one time.

b. When LIDTSS uses college equipment, including but not limited to forklifts and scissorlifts, for the set-up or breakdown of LIDTSS-owned equipment and supplies, LIDTSS will pay the College a minimum equipment rental rate of Fifty Dollars ($50.00) for two hours of use and will pay the College Twenty-Five Dollars ($25.00) for each additional hour of use.

c. The College may, from time to time, adjust the rates for personnel and equipment set forth above to conform to prevailing rates.

d. LIDTSS may elect to retain an outside company to provide equipment and to provide personnel to operate such equipment. Under no circumstances may College equipment be operated by anyone other than College personnel and under no circumstances may College personnel operate equipment not owned by the College.

5. Security/Bonds

a. LIDTSS shall provide a Performance Bond as security for its performance of its obligation to pay commissions hereunder in the amount of Five Thousand Dollars ($5,000.00), made in the name of the College.

b. Any surety from which Performance Bonds are obtained shall be licensed to issue said bonds by the New York State Insurance Department.

End of Text for Exhibit B
1. Description of Decorating Services

a. LIDTSS will provide 8'x10', 10'x10' and 10'x12' booths in a 60,000 square foot area. All booths shall include aluminum pipe and fireproof drape, one (1) six-foot table, two (2) chairs, a wastebasket, a vinyl table covering and fireproof skirting for tables.

b. LIDTSS will provide, as needed, other decorative items, including any and all tables, chairs, stanchions and ropes, lecterns, easels, coffee pots, etc.

c. LIDTSS will provide floor coverings (carpet, rubber, acrylic or comparable) for all aisles for each event and will provide a full covering for the Field House floor for each event, unless otherwise supplied by the College for College events.

2. Description of Cleaning Services

a. LIDTSS will provide adequate staff and supplies to clean a 60,000 square foot area and will restore the Center to the reasonably same condition in which it was in prior to the event.

b. LIDTSS will provide special attention and care to the Field House flooring. Reference Appendix A for the floor specifications and recommended methods of maintenance.

3. Decorating Services for Non-College Events and Exclusive Caterer Events

a. Fee Schedule

1. Booth Pricing

<table>
<thead>
<tr>
<th>Booth Size</th>
<th>Years 1-5</th>
<th>Years 6-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>8'x10'</td>
<td>$57.20 per booth</td>
<td>$63.80 per booth</td>
</tr>
<tr>
<td>10'x10'</td>
<td>$62.70 per booth</td>
<td>$69.30 per booth</td>
</tr>
<tr>
<td>10'x12'</td>
<td>$68.20 per booth</td>
<td>$74.80 per booth</td>
</tr>
</tbody>
</table>
Rev. 4/09/03; Law No. 22-CC-001  
License Agreement for Decorating and Cleaning Services  
Long Island Decorating and Trade Show Services, Inc.

2. Pricing for Ancillary Items

<table>
<thead>
<tr>
<th>Item</th>
<th>Years 1-5</th>
<th>Years 6-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>3’ sidetall pipe &amp; drape</td>
<td>$3.30 per lin ft.</td>
<td>$3.85 per lin ft.</td>
</tr>
<tr>
<td>6' highwall pipe &amp; drape</td>
<td>$5.23 per lin ft.</td>
<td>$5.78 per lin ft.</td>
</tr>
<tr>
<td>12’ highwall pipe &amp; drape</td>
<td>$6.60 per lin ft.</td>
<td>$7.70 per lin ft.</td>
</tr>
<tr>
<td>4’ decorator tables T/S</td>
<td>$20.90 each</td>
<td>$24.20 each</td>
</tr>
<tr>
<td>6’ decorator tables T/S</td>
<td>$24.20 each</td>
<td>$27.50 each</td>
</tr>
<tr>
<td>8’ decorator tables T/S</td>
<td>$27.50 each</td>
<td>$30.80 each</td>
</tr>
<tr>
<td>4’ undecorated tables</td>
<td>$18.70 each</td>
<td>$21.50 each</td>
</tr>
<tr>
<td>6’ undecorated tables</td>
<td>$22.00 each</td>
<td>$25.30 each</td>
</tr>
<tr>
<td>8’ undecorated tables</td>
<td>$25.30 each</td>
<td>$29.10 each</td>
</tr>
<tr>
<td>Carpet aisle runners</td>
<td>$5.45 per sq. yd. installed</td>
<td>$6.05 per sq. yd. installed</td>
</tr>
<tr>
<td>Folding chairs</td>
<td>$2.20 per chair</td>
<td>$2.75 per chair</td>
</tr>
<tr>
<td>Hi-back stools</td>
<td>$27.50 per stool</td>
<td>$33 per stool</td>
</tr>
<tr>
<td>Stanchions</td>
<td>$13.20 each</td>
<td>$16.50 each</td>
</tr>
<tr>
<td>Stanchion chain</td>
<td>.28 cents per ft.</td>
<td>.44 cents per ft.</td>
</tr>
<tr>
<td>Easels</td>
<td>$13.20 each</td>
<td>$15.40 each</td>
</tr>
<tr>
<td>Lecterns</td>
<td>$110 each</td>
<td>$137.50 each</td>
</tr>
<tr>
<td>Conference tables</td>
<td>$110 each</td>
<td>$137.50 each</td>
</tr>
<tr>
<td>Coffee pots</td>
<td>$22 each</td>
<td>$27.50 each</td>
</tr>
<tr>
<td>Wastebaskets</td>
<td>$1.65 each</td>
<td>$2.20 each</td>
</tr>
<tr>
<td>4’ table risers</td>
<td>$15.40 each</td>
<td>$17.60 each</td>
</tr>
<tr>
<td>6’ table risers</td>
<td>$17.60 each</td>
<td>$19.80 each</td>
</tr>
<tr>
<td>Coat racks</td>
<td>$22 each</td>
<td>$26.40 each</td>
</tr>
<tr>
<td>72’x120’ carpet for basketball court*</td>
<td>$2,600.00</td>
<td></td>
</tr>
</tbody>
</table>

(*The College reserves the right to provide the carpeting for any or all College events and such right is not limited in number.)

3. Side Labor Rates

Side labor for show services shall be at a flat rate of $75 per hour for years 1 through 5 of the contract and $91 per hour for years 6 through 10 of the contract. Side labor is defined as the labor used in addition to the labor ordinarily used in setting up and taking down the event.

b. A copy of the contract with third parties shall be forwarded to the Office of the Director of the Center no less than ten (10) days prior to each event.

c. The third party will pay the fees directly to LIDTSS. The College does not guarantee payment of the fees by third parties and shall not be held legally responsible if any third party fails to pay any fee owed by it to LIDTSS.
4. Decorating Services for College Events

a. For College Events, the College shall use, subject to Exhibit B, Section 1(d), LIDTSS for decorating services at the rates set forth in subparagraph (b) or it may elect to request bids for the services for the five (5) College Events permitted under Exhibit B, Section 1(d). If the College requests such bids, LIDTSS shall be entitled to bid to provide such services in the same manner as any other eligible vendor.

b. Fee Schedule

1. Booth Pricing

<table>
<thead>
<tr>
<th>Booth Size</th>
<th>Years 1-5</th>
<th>Years 6-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>8'x10'</td>
<td>$48.62 per booth</td>
<td>$54.23 per booth</td>
</tr>
<tr>
<td>10'x10'</td>
<td>$53.30 per booth</td>
<td>$58.90 per booth</td>
</tr>
<tr>
<td>10'x12'</td>
<td>$57.97 per booth</td>
<td>$63.58 per booth</td>
</tr>
</tbody>
</table>

2. Pricing for Ancillary Items

<table>
<thead>
<tr>
<th>Item</th>
<th>Years 1-5</th>
<th>Years 6-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>3' siderail pipe &amp; drape</td>
<td>$2.80 per lin ft.</td>
<td>$3.28 per lin ft.</td>
</tr>
<tr>
<td>6' highwall pipe &amp; drape</td>
<td>$4.44 per lin ft.</td>
<td>$4.91 per lin ft.</td>
</tr>
<tr>
<td>12' highwall pipe &amp; drape</td>
<td>$5.61 per lin ft.</td>
<td>$6.55 per lin ft.</td>
</tr>
<tr>
<td>4' decorator tables T/S</td>
<td>$17.77 each</td>
<td>$20.57 each</td>
</tr>
<tr>
<td>6' decorator tables T/S</td>
<td>$20.57 each</td>
<td>$23.38 each</td>
</tr>
<tr>
<td>8' decorator tables T/S</td>
<td>$23.38 each</td>
<td>$26.18 each</td>
</tr>
<tr>
<td>4' undecorated tables</td>
<td>$15.90 each</td>
<td>$18.29 each</td>
</tr>
<tr>
<td>6' undecorated tables</td>
<td>$18.70 each</td>
<td>$21.50 each</td>
</tr>
<tr>
<td>8' undecorated tables</td>
<td>$21.50 each</td>
<td>$24.72 each</td>
</tr>
<tr>
<td>Carpet aisle runners</td>
<td>$4.63 per sq. yd. installed</td>
<td>$5.15 per sq. yd. installed</td>
</tr>
<tr>
<td>Folding chairs</td>
<td>$1.87 per chair</td>
<td>$2.34 per chair</td>
</tr>
<tr>
<td>Hi-back stools</td>
<td>$23.38 per stool</td>
<td>$28.05 per stool</td>
</tr>
<tr>
<td>Stanchions</td>
<td>$11.22 each</td>
<td>$14.03 each</td>
</tr>
<tr>
<td>Stanchion chain</td>
<td>$.23 cents per ft.</td>
<td>$.37 cents per ft.</td>
</tr>
<tr>
<td>Easels</td>
<td>$11.22 each</td>
<td>$13.09 each</td>
</tr>
<tr>
<td>Lecterns</td>
<td>$93.50 each</td>
<td>$116.88 each</td>
</tr>
<tr>
<td>Conference tables</td>
<td>$93.50 each</td>
<td>$116.88 each</td>
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<td>Wastebaskets</td>
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<tr>
<td>4’ table risers</td>
<td>$13.09 each</td>
<td>$14.96 each</td>
</tr>
<tr>
<td>6’ table risers</td>
<td>$14.96 each</td>
<td>$16.83 each</td>
</tr>
<tr>
<td>Coat racks</td>
<td>$18.70 each</td>
<td>$22.44 each</td>
</tr>
</tbody>
</table>
3. Side Labor Rates

Side labor for show services shall be at a flat rate of $75.00 per hour for years 1 through 5 of the contract and $91.00 per hour for years 6 through 10 of the contract. Side labor is defined as the labor used in addition to the labor ordinarily used in setting up and taking down the event.

5. Cleaning Services for Non-College Events and Exclusive Caterer Events
   a. The cleaning fees shall be a flat rate of $22 per hour for years 1 through 5 of the contract and $24 per hour for years 6 through 10 of the contract.
   b. A copy of the contract with the third party shall be forwarded to the Office of the Director of the Center no less than ten (10) days prior to each event.
   c. The third party pays the fees directly to LIDTSS. The College does not guarantee payment of the fees by third parties and shall not be held legally responsible if any third party fails to pay any fee owed by it to LIDTSS.
   d. The College shall be charged the rates set forth in paragraph 5(a) above for College Events when the College elects to retain LIDTSS for such cleaning services. The College reserves the right to have its personnel provide cleaning services after College Events.

6. Catering Equipment and Supplies and Other Equipment, Supplies or Services
   a. In the event that LIDTSS is retained for a Non-College Event or an Exclusive Caterer Event to supply any catering equipment or supplies or any other equipment, supplies or services not otherwise provided for in this Exhibit C, then LIDTSS may charge a fee equal to 123% of the amount LIDTSS is actually charged by the third party that provides any such equipment, supplies or services to LIDTSS.
   b. In the event that LIDTSS is retained for a College Event to supply any catering equipment or supplies or any other equipment, supplies or services not otherwise provided for in this Exhibit C, then LIDTSS may charge a fee equal to 115% of the amount LIDTSS is actually charged by the third party that provides any such equipment, supplies or services to LIDTSS.

End of Text for Exhibit C
1. **Annual Report**

The licensee may be required to submit a Certified Profit and Loss Statement at the end of each contract year. The statement shall be certified by an accountant employed by the licensee who shall verify the accuracy of the report. The report shall be in such form so that operational costs for payroll, merchandise, supplies, etc. are clearly presented and shall be submitted within sixty (60) days anniversary date of the agreement.

2. **Costs of Reporting**

The licensee is responsible for all its costs associated with complying with the requirements of these rules and regulations.

3. **Subordination of all Subcontractor Relationships**

All contractors who are subcontractors of the licensee are obligated by the rules of this attachment. Licensee will be responsible for the submission of reports to the college by licensee’s subcontractors.

4. **Quarterly Sales Tax Return**

The licensee shall furnish copies of its quarterly New York State Sales tax returns to the college. Copies submitted shall be photocopies of the information return as filed with the New York State Tax Commission.

5. **Quarterly Sales and Commission Report**

The licensee shall furnish, in a format mutually agreed upon, a quarterly sales and commission report. The Quarterly Report will accompany the remittance of commissions due to the college and the submittal of the quarterly sales tax return. Quarterly reports are to be submitted no more than 60 (sixty) days following the completion of a quarter.

6. **Monthly Report**

The licensee will submit a monthly report of its daily transactions under this Agreement. The report will reflect all activity covered by the license for services rendered to customers at the College. Monthly reports are to be submitted no more than 15 (fifteen) days following the completion of a month.
7. Authentication and Certification of Reports

All reports must be signed and dated by the licensee or his designated representative.

8. Distribution of Reports

All reports will be sent to the Suffolk County Community College, Office of Financial Services, attn: Associate Dean for Financial Affairs, Room 32, NFL Building, Selden, NY 11784.

9. Retention of Reports

The licensee shall retain and keep available for audit a copy of any and all required reports and other source documentation used in the financial management of the concession, as part of the permanent accounting records evidencing concession sales and commissions due the college, which shall be held for a period of seven (7) years from the date of the conclusion of an event.

10. Accounting Requirements

The licensee shall make all of his books of account and financial records, tapes and bank statements, relative to the operation of the concession, available to the college, the county department of audit and control, or other authorized personnel or agencies, for audit and inspection. Records shall be maintained for a period of seven (7) years from the conclusion of an event.

The licensee’s books of account must adequately reflect all revenues derived from, and expenses incurred as a result of, the operations of the college licensed concession

All records are to be maintained in accordance with generally acceptable accounting practices.

11. Bank Account Information

The licensee shall provide records reasonably necessary for the College to establish the fees collected by the licensee to allow the College to verify that correct commissions were paid.

12. Contracts

Contracts used by the licensee in the operation of this license will be numbered contracts. All contracts will be retained by the licensee for audit purposes for a period of seven (7) years from the date an event concludes.

A listing of all scheduled and realized events will be included on a report prepared and submitted with its monthly reports as part of its quarterly report submittal.
License Agreement for Decorating and Cleaning Services
Long Island Decorating and Trade Show Services, Inc.

The summary of contracts must be signed by the licensee or his designated representative.

End of Text for Exhibit D