

**Food & Beverage Revenue:** Client's estimated food and beverage charges are outlined above. Client is responsible for providing the minimum amount of food and beverage revenue plus applicable taxes and fees outlined above (the "Food & Beverage Minimum"). Client agrees to pay the Food & Beverage Minimum, or an amount equal to the total food and beverage charges ordered during the Event, whichever is greater. An administration fee equal to 20% of the total food and beverage revenue will be added to all food and beverage charges.

**Menu Selections:** Final menu selections must be submitted to the Event Manager 21 days prior to the Event. Menu selections and prices are subject to change until confirmed on Banquet Event Orders (BEOs) provided at least 14 days prior to the Event. Client may request custom or specialized menus for an additional charge.

**Outside Food & Beverage:** Due to licensing requirements and for quality control, no outside food and beverage may be brought into the Retreat without prior written approval from Collective. Due to limited storage space, Collective does not provide refrigeration for outside food and beverage. Due to liquor license restrictions, Collective does not allow outside alcohol of any kind at the Retreat. All wine, beer, and liquor must be sold and served through Collective.

**Guest Count:** Client agrees to provide an estimated guest count to the Event Manager at the time of signing the Agreement (the "Estimated Guest Count"). Client agrees to provide a final guest count to the Event Manager at least 3 days prior to the Event (the "Guaranteed Guest Count"). Collective must approve any increase in the Estimated Guest Count. Should the Guaranteed Guest Count exceed the Estimated Guest Count, Client agrees to pay any additional fees generated by such increase.

**Venue Space:** Client will have access to the venue space at the associated venue rental fee plus applicable taxes and fees outlined above. Any additional access to the venue areas will be provided on a space available basis for an additional charge plus applicable taxes and fees.

Collective has assigned the venue areas based on the requirements outlined by the Client at the time of this Agreement and the Estimated Guest Count. Collective may reassign the venue space if the Guaranteed Guest Count decreases by fifty percent (50%) or more.

**Event Rentals:** Client must secure, at its sole expense, an event tent with flooring and additional dining rentals for the Event. In the event that audio visual equipment requires extensive power draw and/or exceeds electrical output at the Retreat, Client may be required, at its sole expense, to rent a generator from a third party vendor.

**Setup and Breakdown:** Due to limited storage space, Client is not permitted to store vendor equipment, decor, or personal items at the Retreat without prior written approval from Collective. All setup and breakdown, including vendor deliveries and pickup, must be completed during the Event. Any additional access to the Retreat for setup and breakdown will be provided on a space available basis for an additional charge plus applicable taxes and fees. Client will not affix materials, or use any conduct, goods, or services at the Retreat that may disrupt other guests or cause undue risk or damages to the Retreat without prior written approval from Collective (e.g. open flame, smoke machines, confetti). If Collective has to provide setup or breakdown of outside equipment, extensive cleanup, or repairs outside of normal wear and tear as a result of damage caused by the Client, its guests, or its contractors, additional charges will be added to the Master Account.

**Outside Vendors:** Client may contract with outside vendors to provide goods or services during the Event with prior written approval from Collective so that Collective can: (1) approve, at its sole discretion, the selection of the outside vendor and the goods or services to be provided by such outside vendor; and (2) determine, at its sole discretion, whether the outside vendor must provide Collective, in form and amount reasonably sufficient to Collective, proof of adequate insurance and indemnification.

**Event Manager:** Collective will provide a designated lead to act as the primary consultant in Client's use of the Retreat and on-premise management of the Event (the "Event Manager"). Client acknowledges that the Event Manager does not provide the services of an event planner or day of coordinator.

**Transportation:** [Collective will provide private water taxi service from Governors Island/Pier 25 in Hudson River Park to Governors Island/Pier 25 at Hudson River Park at the rate outlined above (the "Transportation Fee").] [Collective will coordinate, and client must secure, at its sole expense, extended ferry service outside of public access hours from Governors Island to the Battery Maritime Building at 10 South Street, New York, NY 10005.] [Client must secure, at its sole expense, a third party charter service, including additional docking fees set forth by The Trust for Governors Island, to transport guests during the Event.]

**Payment:** Collective will provide Client with an invoice outlining all payments and payment due dates. Client is responsible for making all payments in full by the specified date as outlined on the invoice, but not earlier than 30 days following the receipt of the invoice. Client may submit payment via credit card or direct deposit. Credit card payments are subject to a 3% processing fee. If Client fails to make a payment when due before the Arrival Date, Collective reserves the right to cancel this Agreement on 5 days advance written notice. If Client fails to make a

payment when due after the Departure Date, any payments not paid in full by the specified date will accrue interest at 1% per month.

**Credit Card Authorization:** Client must provide a valid credit card at the time of signing this Agreement.

**Master Account and Individual Charges:** Charges will be applied to the Master Account or to individual guests as outlined in the billing notes above. Client will disclose its guests of all automatic and mandatory charges that will be charged to them by Collective.

**Cancellation:** Client may cancel this Agreement without cause upon written notice to Collective at any time prior to the Event. If Client cancels this Agreement, Client agrees to pay the amounts outlined below to Collective as reasonable estimates of the losses that would be incurred by Collective (the "Cancellation Fee").

<b>Cancellation Date</b>	<b>Cancellation Fee</b>
91 days or more prior to Arrival Date	25% of total contract value
90-61 days prior to Arrival Date	50% of total contract value
60-31 days prior to Arrival Date	75% of total contract value
30 days or less prior to Arrival Date	100% of total contract value