



Agreement between 23 Lexington Tenant LLC c/o 23 Lexington Avenue, New York NY 10010
Freehand New York and Showtime Basketball

Customer Showtime Basketball	Property Freehand New York
Zoe Cant	Ayda Ohan, Global Director of Leisure and SMERF Groups
PO box 14, Mooroolbark, 3138 VIC, Australia	23 Lexington Avenue New York, NY 10010 United States
Phone: +61 418 554 256 Email: zoe@showtimebasketball.com.au	Phone: (213) 395-9517 Email: ayda.ohan@thefreehand.com

RE: SB

This Agreement between Showtime Basketball ("Customer") and 23 Lexington Tenant LLC c/o 23 Lexington Avenue, New York NY 10010 d/b/a Freehand New York ("Hotel") is effective as of the date it is signed by Hotel"

If this Contract is not fully executed by **Friday, July 29, 2022**, the room block may be automatically released.

Event Dates: Saturday, December 10, 2022-Wednesday, December 14, 2022

Guest Rooms: This Agreement applies to the following block of guest rooms (the "Room Block"):

	Sat 12/10/2022	Sun 12/11/2022	Mon 12/12/2022	Tue 12/13/2022
Quad	7	7	7	7
Three's	4	4	4	4

Total Guest Room Night Commitment: Group's total guest room night commitment is 44

Cut-off Date: The "cut-off date" for reserving rooms in the Room Block is 5:00 p.m. local time at Hotel on **Thursday, November 10, 2022**. After the cut-off date, it is at Hotel's discretion whether to accept additional reservations, which will be subject to prevailing rates and availability. Failure to reserve rooms in the Room Block prior to the cut-off date does not reduce Group's total guest room night commitment and does not impact the "Attrition" or "Cancellation" provisions below.

Rates: Hotel will provide the guest room rates for the Room Block (the "Rates"):

Freehand New York – Showtime Basketball – USD				
	e Rate	Double Rate	Triple Rate	Quad Rate
Quad				
Three's				NA

Rates do not include applicable state and local taxes, currently 14.75% plus \$3.50 per room / per night for guest rooms or \$5.50 per room / per night for suites, or the following automatic or mandatory charges (e.g., resort charges), subject to change without notice.

Room Rates are per room per night, single, double, triple, or quad occupancy.

Commission: Rates are non-commissionable.

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Reservation Type: Reservations will be submitted on a rooming list. The individual's arrival/departure dates and share-with names must be included, as well as any special requests. Your rooming list is due by **Thursday, November 10, 2022**. All unused rooms within your room block will be released at this time. Once the Hotel has received your rooming list, the Hotel is not able to accept replacement rooming lists; reasonable, minor changes must be made by change form or by e-mail and will be accepted up to seventy-two (72) hours prior to arrival. Requests received after will be accepted on a space available basis at current rack rate.

Early Departure Fee: An early departure fee of one night's room tax will apply if a customer attendee checks out prior to the confirmed checkout date.

Minimum Revenue: This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms, food & beverage, and room rental. The minimum revenue anticipated by Hotel under this Agreement (excluding taxes and other charges) is:

Minimum Guest Room Revenue (# of room nights in Room Block x average Rate)
Total Minimum Revenue:

If Group does not fulfill all of its commitments or cancels this Agreement, Group agrees that Hotel will suffer damages that will be difficult to determine. The "Attrition" and "Cancellation" provisions below provide for liquidated damages agreed upon by the parties as a reasonable estimate of Hotel's losses and do not constitute a penalty of any kind.

Attrition: Group will meet its minimum revenue requirements under this Agreement if it fulfills its Minimum Food & Beverage Revenue commitment above and its Adjusted Minimum Guest Room Revenue commitment based on the attrition allowance below.

Adjusted Minimum Guest Room Revenue:	90% of Minimum Guest Room Revenue
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This attrition allowance does not apply if Group cancels the Agreement or does not hold the event at Hotel. If Group holds its event at Hotel, but does not fulfill its Adjusted Minimum Guest Room Revenue commitment it will pay Guest Room Attrition Damages (plus all applicable taxes) as a reasonable estimate of Hotel's losses as follows:

Guest Room Attrition Damages = Adjusted Minimum Guest Room Revenue <i>minus</i> actual guest room revenue from Room Block
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Cancellation: If Group cancels this Agreement, Group will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the amounts indicated below:

From the Agreement Date to 120 days prior to Dec 10, 2022	No Cancellation
From 119 days to 60 days prior to Dec 10, 2022	50% of Total Minimum Revenue plus any applicable taxes or fees
From 59 days to 30 days prior to Dec 10, 2022	75% of Total Minimum Revenue plus any applicable taxes or fees
From 30 days or less prior to Dec 10, 2022:	100% of Total Minimum Revenue plus any applicable taxes or fees

The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale.

Any individual rooms canceled within seventy-two (72) hours of arrival will result in forfeiture of first night's deposit. No-shows will be charged first night's room and tax and the room will be released. Attrition fees may also apply.

Payment Options: Payment will be made as indicated below. *Please check applicable option.*

Guest rooms (including taxes and automatic or mandatory charges)	<input checked="" type="checkbox"/> Group	<input type="checkbox"/> Guests
Incidental charges:	<input type="checkbox"/> Group	<input checked="" type="checkbox"/> Guests

Master Account: Hotel will set up a "Master Account" for Group for payment of charges under this Agreement. Group must review all charges billed to the Master Account to ensure accurate billing.

Deposit Schedule:

Deposit	Date	Amount
1st deposit	Monday, September 12, 2022	
Estimated Master Account Charges	Thursday, November 10, 2022	

Payment: Group will advise Hotel of its expected method of payment of the Master Account at least 120 days in advance of **Saturday, December 10, 2022**. If Group will pay using a credit card honored by Hotel, a valid credit card must be provided to Hotel at contract

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signing and all Master Account charges will be charged to such credit card at departure. Any amounts not paid at departure will accrue interest at 1½% per month from the date of departure.

CELOPAY: Freehand New York utilizes Celopay, a web-based SaaS solution that facilitates the submission, storage and processing of payment information in a convenient, secure and PCI compliant method. You will receive a link via email from a Sales Representative with all of the appropriate steps. Please refer to Appendix A for all the steps in detail.

Concessions:

- Complimentary Guest Room & Public Space WiFi
- Waived daily facility fee

Porterage: If there are 10 or more rooms in the Room Block that will be charged to the master account, a mandatory porterage charge, currently \$8 roundtrip per person per bag (plus all applicable taxes), will be assessed on a maximum of two bags per person for all guests arriving within the same time period. The mandatory porterage charge is paid in its entirety to employees providing the services. Porterage fees are subject to change without notice.

All baggage handling should be coordinated with the Bell Captain on duty at the hotel. Please note that estimated times of arrival and departure must be provided at least 7 days prior to arrival.

Ancillary Services: Hotel may provide, or contract with third parties to provide, ancillary services (e.g., A/V, drayage, florists, exhibitors) to Group for additional charges. Group may use its own vendors for such services provided that Group's proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements. With respect to audiovisual services, Group will inform Hotel of its decision to bring its own vendor at least 60 days prior to **Saturday, December 10, 2022**, and will sign, and have its audiovisual vendor sign, an acknowledgement of Hotel's Audiovisual Service Standards at least 45 days prior to **Saturday, December 10, 2022**.

Relocation: If any guest room reservation cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable Hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the guest is displaced; (3) one 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail; (4) an offer to relocate the displaced guest back to the first available guest room; (5) upgraded accommodations at Hotel upon return (if available) and a welcome expression from the General Manager; and (6) credit to Room Block for any nights that guests are displaced.

Disclosure: Group will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive. Group will disclose to all Group attendees the type and amount of all automatic and mandatory charges that will be charged to them by Hotel.

Laws and Policies: Each party will comply with all applicable federal, state and local laws (including the Americans with Disabilities Act) and Hotel rules and policies. Group will be responsible for providing its disabled members with auxiliary aids in connection with any Group events or activities. Upon Group's reasonable request, Hotel will cooperate with Group to provide services on behalf of Group's disabled attendees.

Privacy: Group will obtain all necessary rights and permissions prior to providing any personally identifiable information ("PII") to Hotel, including all rights and permissions required for Hotel and its affiliates, and service providers to use and transfer the PII to locations both within and outside the point of collection (including the United States) in accordance with the company's privacy statement and applicable law.

Confidential Information: Group and Hotel will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: (1) information that is publicly available; (2) PII, which will be handled by the parties in accordance with the "Privacy" provision above; or (3) information that is left or discarded in event rooms, public space or guest rooms.

Insurance: Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

Indemnification: Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members or participants when acting within the scope of their employment or agency. Neither party will be liable for punitive damages.

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Dispute Resolution: The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator conducted under the rules of the American Arbitration Association or JAMS in the state and city in which Hotel is located. The law of the state in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement.

Force Majeure: If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

Notice: Any notice required or permitted by the terms of this Agreement must be in writing.

Assignment: Group may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval.

Severability: If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

Waiver: If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

This Agreement between Showtime Basketball ("Customer") and 23 Lexington Tenant LLC c/o 23 Lexington Avenue, New York NY 10010 d/b/a Freehand New York ("Hotel") is effective as of the date it is signed by Hotel"

If this Contract is not fully executed by Friday, July 29, 2022, the room block may be automatically released.

Acceptance: By signing and returning one of the enclosed copies by **Friday, July 29, 2022**, this agreement will constitute a binding contract between parties. Please email the contract to **Ayda Ohan** at **ayda.ohan@thefreehand.com**. The individuals signing below represent that each is authorized to bind his or her party to this agreement. In the event a fully signed original of the agreement is not received by the date above, all rooms and space referred to herein will be released, and neither party will have any further obligations under this agreement.

This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Group.

ACCEPTED AND AGREED TO:

(Showtime Basketball)

By _____
Zoe Cant

By _____
Ayda Ohan, Global Director of Leisure and SMERF Groups

Date 25 August 2022

Date 08 / 31 / 2022

APPENDIX A:

Step 1: You will receive an email with a link to a secure page where you can enter your group's billing details. The email subject line will be as follows: "**Billing Information Request**" from the email address "no-reply@notifications.celopay.com" Click the "**Fulfill Request**" link in the email.

Step 2: Complete the "**Authorized Charges**" and "**Payment Information**" categories on the secured web page. Once complete, click "Continue" located at the bottom of the secured web page.

Step 3: Your Freehand New York Sales Representative will be notified when you have completed the authorization in its entirety and will continue to process your deposit internally.

