



Alan D. Aviles
President

May 2, 2007

REVISED OPERATING PROCEDURE 100-6
THIRD PARTY USE OF SPACE AT HHC FACILITIES:
LICENSES AND LEASES

TO: DISTRIBUTION D

FROM: Alan D. Aviles *ADA*

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1. **PURPOSE:** This Procedure establishes guidelines for authorizing third parties to occupy space in the Corporation's facilities.
 2. **SCOPE:** This Procedure applies to all facilities operated by the Corporation.
 3. **DEFINITIONS:** The following definitions shall apply:
 - a. An "**Administrator**" is the administrator of one of the Corporation's diagnostic and treatment facilities.
 - b. The "**Board**" refers to the Corporation's Board of Directors.
 - c. The "**City**" refers to the City of New York.
 - d. A "**Concession**" is a grant of the right to occupy space at a Facility for a profit making activity such as the operation of coffee shops, cafeterias, gift shops, television rentals, etc. The granting of Concessions is governed by Operating Procedure 10-16.
 - e. The "**Corporation**" refers to the New York City Health and Hospitals Corporation.
 - f. A "**Facility**" is a building or campus operated by the Corporation
 - g. A "**Lease**" is a written agreement between the Corporation and a Third-party User for the Third-party User's use of space in or at a Facility for a definite term of years which does not permit either party to terminate the agreement at will without cause.

h. A **“License”** is a written agreement between the Corporation and a Third-party User for the Third-party User’s use of space in or at a Facility for a stated period of time subject to each party’s right to terminate the agreement at will on short notice and without cause.

g. The **“Mayor”** refers to the Mayor of the City.

h. A **“Motion Picture License”** is a License given by the Corporation to a Third Party User to authorize such Third Party User to enter upon a Facility for the purpose of filming a motion picture (regardless of the intended means of exhibition, i.e. television, DVD, motion picture, etc.) or taking still photographs. A Motion Picture License is limited to an arrangement by which a Third Party User is present at a Facility for a single project for not more than a total of fifty hours.

i. A **“Motion Picture Licensee”** is a third party who enters into a Motion Picture License with the Corporation.

j. A **“One-time Use”** is a temporary use of space by a third party not exceeding 48 hours within a two-week period and not exceeding 72 hours within a 30-day period.

k. A **“One-time User”** is a party making a One-time Use.

l. A **“Third-party Use”** is a use of space in a Facility by a non-HHC entity, other than a One-time User, except for hospital auxiliaries (as defined in Operating Procedure 10-20), hospital community advisory boards, staff of other hospitals who provide services to the Corporation pursuant to affiliation agreements duly authorized by the Board that govern, among other things, their use of space, union related meetings and concessions.

m. A **“Third-party User”** is a party occupying space for a Third-party Use.

4. **POLICY:**

a. The continuous use of space at a Facility by persons, things or equipment that preclude the occupancy of that area for another use or by another user at the same time requires the prior approval of the Board for a License or Lease. Space at a Facility may be made available for a One-time Use or a Motion Picture License on a nondiscriminatory basis by letter agreement without Board approval. Both Licenses and Leases require Board approval. A Third-party User using space in a Facility is generally given a License because the Corporation's ability to terminate the use on short notice provides greater flexibility in controlling the space. A Lease should be used only in the exceptional instances where the Corporation will not need to terminate the use and recapture the space on short notice. For a Lease to be legally binding, a public hearing and the prior approval of the Mayor, the City Council and of the Corporation Counsel is also required.

b. All Third-party uses of space at Facilities shall be in accordance with, support or promote the Corporation's goals and policies.

c. Determinations to approve a third party's use of space at a Facility shall be based upon the identity and nature of the party requesting the use; the purpose, nature and duration of the proposed use; whether the insurance requirements set forth in this Procedure are satisfied; and the rationale for assessing, reducing or waiving a fee for the use. Third Party Users may not sublet or otherwise assign their right to the use of space at a Facility without the Corporation's prior written approval.

5. PROCEDURE FOR ONE-TIME USES OF SPACE

a. A One-time Use of space at a Facility does not require Board approval.

b. The Network Sr. Vice President, the Executive Director or the Administrator has discretion to determine whether a third party may make a One-time Use of space at the Facility under his/her management, provided the determination is made on a non-discriminatory basis, adheres to this Procedure, and does not interfere with the normal operation of the Facility. In cases of a proposed One-time Use under consideration, other than a healthcare related use, where the One-time Use may involve elected or other public officials or which may bear on matters of political or community controversy, the Network Sr. Vice President, the Executive Director or the Administrator shall consult with the Office of Intergovernmental Relations prior to committing to any such proposed One-time Use of space.

c. The One-time User shall defend and hold harmless the Corporation, the Facility and the City against any claims arising from its use of space in the Facility and, depending on the nature of the One-time User and its use, shall be required to purchase a policy of Comprehensive General Liability Insurance, which shall protect the Motion Picture Licensee, the Corporation, the Facility and the City against any liability arising out of any occurrence on or about the licensed space or any other matter as to which the One-time User is obligated to indemnify the Corporation, the Facility and the City in a combined single limit of \$3,000,000. The One-time User shall also insure its own personal property and any improvements it makes to the licensed space against fire and other casualties covered by "All Risk" insurance for the actual replacement value of the same.

d. The Network Sr. Vice President, Executive Director or Administrator may waive or reduce the requirement for insurance upon determining that the One-time User's activities at the Facility will pose no, or only an insubstantial, risk to the Corporation, and that the One-time User would experience substantial hardship in obtaining the insurance. Such waiver or reduction of the insurance requirement must be made by the Network Sr. Vice President, Executive Director or Administrator in a memorandum justifying that there is no risk to the Corporation or that any risk is insubstantial and that insisting upon insurance coverage would cause substantial hardship to the One-time User. The memorandum shall be retained with the standard letter agreement described in (f), below.

If the insurance requirement is not waived, then appropriate certificates of insurance should be retained with the standard letter agreement described in (f), below.

e. The Facility shall charge the One-time User a fee equal to at least the additional incremental costs of operation incurred by reason of the use, including such costs as for additional housekeeping, security and utilities. The fee may be reduced or waived if the user will provide beneficial services on a non-profit basis to the Corporation or its patients. Should the fee be waived, such waiver must be justified in a memorandum retained with the standard letter agreement described in (f), below.

f. The terms of the One-time Use shall be documented by a standard letter agreement (see Exhibit A) signed by the One-time User and the Network Sr. Vice President, Executive Director or Administrator. Any deviation from the standard letter agreement (except for a waiver, or partial waiver, of insurance) shall be approved in advance by the Office of Legal Affairs.

6. PRECEDURE FOR MOTION PICTURE LICENSES

a. A Motion Picture License does not require Board approval.

b. The Network Sr. Vice President, the Executive Director or the Administrator has discretion to determine whether to enter into a Motion Picture License at the Facility under his/her management, provided the determination is made on a non-discriminatory basis, adheres to this Procedure, and does not interfere with the normal operation of the Facility.

c. The Motion Picture Licensee shall defend and hold harmless the Corporation, the Facility and the City against any claims arising from its use of space in the Facility and, except in extraordinary cases, shall be required to purchase a policy of Comprehensive General Liability Insurance, which shall protect the Motion Picture Licensee, the Corporation, the Facility and the City against any liability arising out of any occurrence on or about the licensed space or any other matter as to which the Motion Picture Licensee is obligated to indemnify the Corporation, the Facility and the City in a combined single limit of \$3,000,000. The Motion Picture Licensee shall also insure its own personal property used in connection with its work at the Facility against fire and other casualties covered by "All Risk" insurance for the actual replacement value of the same.

d. The Network Sr. Vice President, Executive Director or Administrator may, after consultation with the Office of Legal Affairs, waive or reduce the requirement for insurance upon finding that the Motion Picture Licensee's activities at the Facility will pose no, or only an insubstantial, risk to the Corporation and that the Motion Picture Licensee would experience substantial hardship in obtaining the insurance. Generally, such a waiver should be given only to not-for-profit still photographers or small filming projects conducted only outdoors or under other circumstances that substantially reduce the attendant risk. Such waiver or reduction of the insurance requirement must be made

by the Network Sr. Vice President, Executive Director or Administrator, after consultation with the Office of Legal Affairs, in a memorandum justifying that there is no risk to the Corporation or that any risk is insubstantial and that insisting upon full insurance coverage would cause substantial hardship to the Motion Picture Licensee. The memorandum shall be retained with the standard Motion Picture License agreement described in (f), below. If the insurance requirement is not waived, then appropriate certificates of insurance should be retained with the standard Motion Picture License agreement described in (f), below.

e. The Facility shall charge the Motion Picture Licensee a fee that reflects the duration of the Motion Picture License, the intrusiveness of the project on the normal operations of the Facility and the market value for such a license which each Facility shall verify from time to time by consulting with other Facilities that have recently entered into Motion Picture Licenses. The fee may be reduced or waived if the user will provide beneficial services on a non-profit basis to the Corporation or its patients. Should the fee be waived, such waiver must be justified in a memorandum retained with the standard Motion Picture License agreement described in (f), below.

f. The terms of the Motion Picture License shall be documented by a standard Motion Picture License agreement (see Exhibit B) signed by the Motion Picture Licensee and the Network Sr. Vice President, Executive Director or Administrator. The standard Motion Picture License shall be prepared in two parts: The first part shall be prepared in Microsoft Word and may be freely modified to reflect the business terms of the particular transaction. The second part shall be distributed in PDF format only and shall not be modified in any way unless approved in advance by the Office of Legal Affairs. In particular, it is important that, if the identity of any Facility patient is to be disclosed or if the identity of the Facility is to be revealed, then, in either event, the Office of Legal Affairs must be first consulted.

7. PROCEDURE FOR CONTINUOUS USE OF SPACE

a. Any regular or continuing use of space in a Facility by a Third-party User, *i.e.*, a use other than a One-time Use or one by a Motion Picture Licensee, requires approval of the Board.

b. The Network Sr. Vice President, Executive Director or Administrator has discretion to determine whether a third party will make regular or continuous use of space at the Facility such that the third party would not be a One-time User, provided the determination is made on a non-discriminatory basis, adheres to this Procedure, and does not interfere with the normal operation of the Facility.

c. Prior to searching for a tenant for available space at a Facility, the Network Sr. Vice President, Executive Director or Administrator shall consult with the Office Facilities Development, the Office of Legal Affairs, the Office of Corporate Planning and any other department at Central Office likely to become directly involved to

determine whether the rental should be subject to a formal, structured procurement process pursuant to Section 7(e)(vii).

d. Prior to seeking the approval by the Board for a Lease or a License, the proposed tenant or licensee must be cleared through the Corporation's VENDEX system with the exception of Federal, State, City or other local governmental agencies which shall be exempt from the requirement for VENDEX clearance.

e. Prior to seeking Board approval, the terms of the proposed Third-party Use must be agreed upon between the Facility and the Third-party User. The Network Sr. Vice President, Executive Director or Administrator shall propose the Third-party Use in a memorandum to the Office of Facilities Development. In the case of a proposed Lease, a meeting shall be arranged among representatives of the Office Facilities Development, the Office of Legal Affairs, the Facility involved, the Office of Corporate Planning and any other persons at Central Office directly involved in the proposal in order to discuss the proposed terms. In the case of either a License or a Lease, the following guidelines must be followed:

(i) The fee to be charged a Third-party User shall be based upon either the Institutional Cost Report ("ICR") rate per square foot developed by Finance/Reimbursement Services or the fair market value of the space to be occupied by the Third-party user. The choice of either the ICR or fair market rent shall be made at the discretion of the Facility subject to approvals by the Capital Committee of the Board and the Board.

(ii) A Facility shall not charge a health care services provider reimbursable by Medicaid or Medicare less than the higher of the fair market value or the ICR rate without a thorough justification in writing by the Network Sr. Vice President, Executive Director or Administrator, to be supported in a memorandum attached to the submitted material. Such justification must include a showing that the Third-party User will provide services or other benefits on a non-profit basis to the Corporation or its patients, and that the value of the services to be rendered or the benefit conferred equals or exceeds the higher of the fair market value or the ICR rate per square foot of the space to be occupied.

(iii) The fee charged to a Third-party User that is not a health care services provider may be waived or reduced if the Third-party User will provide services on a non-profit basis or other benefits to the Corporation or its patients.

(iv) The indemnification and liability insurance coverage set forth in Subsection 5(c) of this Procedure shall be required, unless waived pursuant to such subsection.

(v) The approval of Hospital Operations/Capital Programs must be obtained before any permanent alterations or improvements to a Facility are made for a Third-party Use.

(vi) In the case of a Lease of space to a for profit entity which is neither a health care provider nor a governmental or quasi governmental entity, the proposed tenant shall be selected through an open competitive procurement process such as is followed for Concessions under Operating Procedure 10-16; provided that this requirement is satisfied if the procurement process was conducted by an agency of the City or the State of New York.

f. Prior to the Third-party User's occupancy of space in a Facility, the proposed use must be approved by the Board and a License or Lease must be signed by the President of the Corporation and the authorized representative of the Third-party User.

g. The Office of Facilities Development will review all proposals for a Third-party Use by License and recommend those which are acceptable according to the guidelines of this Procedure for approval by the Capital Committee of the Board.

h. After recommendation by the Office of Facilities Development, the Office of Facilities Development will prepare the resolution package to authorize the proposed Third-party Use of space by License at the Facility for review and approval by the Capital Committee of the Board. Such materials shall include an Executive Summary, a description of the Third-party User's activity or program to be conducted at the Facility's space along with the justification for any reduction or waiver in the fee or insurance required. The Executive Summary shall be prepared by the Network Sr. Vice President, Executive Director or Administrator in consultation with the Office of Facilities Development, and submitted to the Office of Facilities Development for inclusion in the resolution package.

i. Once the Capital Committee's approval is obtained, the resolution shall be referred to the full Board for approval.

j. Once the Board has approved the resolution, the Office of Legal Affairs will prepare the agreement for the Third-party Use (see Exhibit C for the standard License), ensure that it is properly executed by the Third-party User and the Corporation, and register the agreement with the Office of Facilities Development and the Facility's Network Senior Vice President. The agreement shall include an annual fee escalation clause to insure that the Facility continues to recoup its operating costs for the Third-party Use, should they increase. The Facility's Chief Financial Officer, with the assistance of Finance/Reimbursement Services, shall be responsible for the computation of escalated fees when due and shall notify the Third-party User and the Finance/Corporate Controller of the same.

k. Any Lease for a Third-party Use of space in a Facility additionally requires a public hearing and approval by the City Council, the City's Corporation Counsel and the Office of the Mayor prior to execution by the President of the Corporation. The Office of Legal Affairs shall be responsible for obtaining all required

approvals before a Lease may be executed. The Secretary to the Corporation shall be responsible for scheduling the public hearing.

8. REPORTING:

a. Existing Licenses for use of space in Facilities shall be submitted to the Board for reconsideration at least every five years in accordance with this Procedure.

b. The Chief Financial Officer at each Facility shall comply with Section 9(b) of this Procedure.

c. The Network Sr. Vice President, Executive Director or Administrator shall notify the Office of Legal Affairs when any Third-party User terminates its agreement for space at the Facility or ceases to use such space. If the Facility desires to terminate a Third-party Use of its space, the Network Sr. Vice President, Executive Director or Administrator shall submit a memorandum to the Office of Legal Affairs requesting that the agreement be terminated with the justification for such action.

d. The Network Sr. Vice President, Executive Director or Administrator shall prepare a report as of the first day of January, April, July and October of each year of the Motion Picture Licenses given during the preceding calendar quarter and file the same with the Office of Communications and Marketing not later than thirty days after the close of each such calendar quarter. Such reports shall set forth the name of the motion picture or other project licensed, the dates of filming/photographing, the amount of the license fee charged and any other significant details of the project that might be of interest from a communications and marketing perspective.

9. RESPONSIBILITIES:

a. The Network Sr. Vice President, Executive Director or Administrator shall be responsible for:

(i) determining in the first instance who may use space at the Facility;

(ii) recommending the terms of Licenses or Leases and preparing the Executive Summary prior to submission to the Board;

(iii) preparing and executing letter agreements for One-time Uses and Motion Picture Licenses;

(iv) determining that a Third-party User's rights should be terminated;
and

(v) causing the reports described in Section 8(d) to be filed.

b. The Chief Financial Officer of the Facility shall be responsible for:

(i) invoicing Third-party Users on a monthly, quarterly or annual basis for fees due in conformity with the written agreement with the Third-party User, with all checks made payable to the Facility;

(ii) depositing cash received from Third-party Users in the Facility's Collection Bank Account and recording cash received from Third-party Users in the cash subsystem to Miscellaneous Revenue - Rental (Code CRQRHOS) and to General Ledger Numerical Code - Miscellaneous Revenue (Account #6400100);

(iii) preparing and submitting to Finance/Corporate Controller an annual schedule of Rental Activity by Third Party User in CRQRHOS as part of Year-end Closing Procedures;

(iv) depositing cash received for One-Time Use of Space and Motion Picture Licenses in the Facility's Collection Bank Account and recording such cash received in the cash subsystem to Miscellaneous Revenue-Administration (Code CRQMISC) and to General Ledger Numerical Code-Miscellaneous Revenue (Account #6400100); and

(v) computing and disseminating escalated fees for Third-party Users;

c. The Office of Legal Affairs shall be responsible for:

(i) preparing the License or Lease, and registering the executed agreement;

(ii) in the case of Leases only, obtaining approval of the City Council, the City's Corporation Counsel and, the Office of the Mayor;

(iii) taking necessary action against non-compliant Third-party Users, including follow-up on unpaid fees and other obligations and instituting evictions;

(iv) terminating third-party agreements when requested by the Facility;
and

(v) recommending and preparing any needed revisions to the Corporation's Procedures governing Third-party Users.

d. the Office of Facilities Development shall be responsible for:

(i) reviewing all proposed Third-party Uses of space and selecting those to be recommended to the Board;

(ii) preparing the Board Resolution and accompanying package; and

(iii) maintaining a diary of existing license agreements and notifying each Facility of the need for the Board of Directors to reconsider each Third- party Use at such Facility prior to the expiration of its authorization period.

e. The Secretary to the Corporation shall be responsible, in the case of Leases only, for scheduling the necessary public hearing.

10. DEVIATIONS FROM THE STANDARDS OF THIS OPERATING PROCEDURE:

This Operating Procedure shall be effective immediately and shall remain effective until modified or superseded by the President. This Operating Procedure shall be followed except in an emergency situation where the President explicitly directs in writing that a deviation is authorized. The appropriate Network Sr. Vice President, Executive Director or Administrator shall submit in writing to the President the detailed reasons for any such deviation. Any deviation authorized by the President shall be reported to the Board at its next meeting.

11. LEGAL STATUS OF OPERATING PROCEDURE:

This Operating Procedure is not intended to, and shall not, create any rights in favor of any party or give rise to any cause of action based on any deviations made by the Corporation from the standards of this Operating Procedure, whether or not authorized by the President.

12. INTERPRETATION:

Questions concerning the interpretation of this Operating Procedure, including whether a given use of space is required to be submitted to the Board, shall be referred to the Office of Legal Affairs for a determination in consultation with the Office of Facilities Development.

13. EXHIBITS ATTACHED:

A - Standard Form Letter Agreement for One-time Use

B -- Standard Form of License Agreement for use of space for motion picture production

C -- Standard Form of License Agreement

EXHIBIT A

LETTER AGREEMENT

STATIONARY OF FACILITY

Mr./Ms. _____
[name of licensee]
[address of licensee]
address of licensee]

Re: License to use space at [name of facility]

Dear Mr./Ms. _____:

I confirm our agreement between the New York City Health and Hospitals Corporation (the "Corporation") and [name of licensee] (the "Licensee") by which the Corporation will license to the Licensee [description of space] in the [name of facility] located at [address of facility] (the "Facility") for the sole purpose of [specify purpose] on [specify date and time].

The Licensee shall have no further rights to use the Corporation's space licensed by this letter. The Corporation reserves the right to cancel or terminate this license agreement if it determines, in its sole discretion, that the Licensee's use of the licensed space creates or will create any risk to the Corporation, its property, staff or patients or is inconsistent with the Corporation's purposes or policies.

The Licensee will pay to the Corporation the sum of _____ (\$_____) as a fee in consideration of the granting of this license and the use of the Corporation's space. The Facility will provide all required utilities and housekeeping services to the licensed space.

The Licensee shall defend, indemnify, save and hold harmless the Facility, the Corporation and the City of New York, their respective directors, officers, employees, agents, independent contractors, clients, patients, visitors and invitees, from any and all liability, loss or damage arising from, or occurring in connection with, the activities of the Licensee, its officers, employees, agents, independent contractors, visitors and invitees, under this license agreement, including any personal injury or property damage of any nature sustained by, the Facility, the Corporation, or the City of New York except to the extent that any such liability, loss or damage is caused by the negligence or wrongful act of the Facility, the Corporation or the City of New York acting in its proprietary capacity.

In addition, the Licensee shall provide and maintain in force a policy or policies of Commercial General Liability Insurance Commercial General Liability Insurance, which shall have coverage for the Licensee's use and occupancy in a combined single of at least \$3,000,000 for any liability occasioned by any occurrence on or about the Licensed Space against which the Licensee is required to indemnify the Licensor, the Facility and the City of New York. Such policy shall name the Facility, the Corporation and the City of New York as additional insureds. Further, the Licensee will obtain insurance for its Licensee's personal property at the Licensed Space under an "All Risk" policy or its equivalent with a limit not less than the actual replacement value of the Licensee's personal property including any improvements to the Licensed Space.

If the foregoing accurately sets forth our agreement, please sign where indicated on the enclosed copy of this letter and return it to the undersigned.

Very truly yours,

[name of Network Sr. Vice President, the
Executive Director or the Administrator]

ACCEPTED AND AGREED:

[Name of Licensee]

BY: _____

Title: _____

Date: _____

cc: Office of Legal Affairs

EXHIBIT B
MOTION PICTURE LICENSE

LICENSE AGREEMENT

PART I
SPECIFIC TERMS

AGREEMENT made as of the _____ day of _____ 20____, by and between the NEW YORK CITY HEALTH AND HOSPITALS CORPORATION and the party indicated below. The terms of this agreement are as specified below and in the Standard Terms set forth in Part II, attached hereto. This Agreement consists of Parts I and II which, together form a single agreement.

The licensee under this Agreement is _____ (the "Licensee") which is a _____ [type of company: corporation, LLC, etc.] organized and existing under the laws of the state of _____ with the following address for receipt of notices: _____, with a copy of all notices to go to _____.

The license granted by this Agreement grants the right for the Licensee to be present at the following facility _____ located at _____ (the "Facility").

The Licensee will be present at the Facility under this license only in connection with the filming of the work tentatively entitled, " _____ ", (the "Production").

The licensee granted by this Agreement permits the Licensee to be present at the Facility in connection with the Production only on the following days and at the following times: On _____ [date] from _____ [hour] to _____ [hour] for the purpose of _____ [set up, filming, break-down, etc.]

On _____ [date] from _____ [hour] to _____ [hour] for the purpose of _____ [set up, filming, break-down, etc.]

On _____ [date] from _____ [hour] to _____ [hour] for the purpose of _____ [set up, filming, break-down, etc.]

On _____ [date] from _____ [hour] to _____ [hour] for the purpose of _____ [set up, filming, break-down, etc.]

The license granted by this Agreement permits the Licensee to enter upon and use only the space at the Facility described as follows: _____

_____ (the "Licensed Space").

The Licensor's representative for the purposes of this Agreement is _____ (the "Representative").

Check the applicable box No patient of the Facility will be filmed or photographed in connection with the Production and no patient's identity will be revealed; OR A patient of the Facility will be filmed or photographed in connection with the Production or a patient's identity will be otherwise disclosed.

Check the applicable box: The Licensee requests the Facility's staff to perform incidental services in connection with the Production; OR No such services are requested. Should, incidental services be requested, the following rates shall apply:

Security officers:	\$40.00/hr
Electrician	\$61.50/hr
Engineer	\$48.68/hr
Transporter	\$22.04/hr
Service Aide	\$21.99/hr

Higher rates shall apply for overtime services.

Check the applicable box: The Licensee requests that the following professional staff provide technical advice and assistance concerning the medical/hospital procedures as indicated _____

_____ and the fee for such advice is _____ (\$_____); OR No such technical advice is requested.

Check the applicable boxes: The identify of the Facility will not be disclosed in connection with the Production; OR The identity of the Facility will be disclosed in connection with the Production and the additional fee due for the right to disclose the identity is none; OR the additional fee for such right is _____ (\$_____).

The license fee payable by the Licensee to the Licensor under this Agreement is _____ (\$_____). The total of the license fee and the other fees due hereunder is _____ (\$_____). The license fee shall be paid on or before _____ [date]. Should the Corporation consent to the use of the Facility in connection with the Production beyond the dates specified above, the Licensee shall pay a further license fee at the rate of _____ dollars (\$_____) per day. Should the Corporation consent to the use of the Facility beyond the times specified above, the Licensee shall pay a further license fee at the rate of _____ dollars (\$_____) per hour. Should the Licensee determine not to use the Facility in connection with the Production, the license fee shall nonetheless be due unless the Licensee advises the Corporation of this decision on or before _____ [date] in which case the Licensee shall pay only a cancellation fee of _____ (\$_____). All payments due hereunder shall be made by check

made to the order of: _____ and shall be tendered to
_____.

IN WITNESS WHEREOF, the parties hereto have executed this agreement
consisting of Parts I and II as of the day and year first above written.

**NEW YORK CITY HEALTH AND
HOSPITALS CORPORATION**

By: _____

LICENSEE

By: _____

LICENSE AGREEMENT

PART II STANDARD TERMS

THIS AGREEMENT, consisting of Parts I and II, made by and between the NEW YORK CITY HEALTH AND HOSPITALS CORPORATION, a public benefit corporation created under the laws of the State of New York, having its principal place of business at 125 Worth Street, New York, New York 10013 ("the Corporation"), and the Licensee.

WITNESSETH

WHEREAS, the Corporation operates the Facility among other medical facilities; and

WHEREAS, the Corporation recognizes that the motion picture industry can provide a substantial contribution to the economic well-being of the City of New York (the "City"), and;

WHEREAS, the Licensee wishes to film all or a portion of the Production at the Facility on the conditions set forth herein; and

WHEREAS, suitable locations are available at the Facility for use by the Licensee in connection with the Production;

NOW, THEREFORE, the parties agree as follows:

1. Grant of License. The Corporation hereby grants to the Licensee, a license to enter upon and use the Licensed Space. The Licensee may not film or photograph any other portions of the Facility other than the Licensed Space, be they interior or exterior. The Licensee shall not photograph or film personnel, visitors, or patients of the facility without the prior written consent of both the Corporation indicated in Part I of this Agreement and the individual(s) to be filmed and/or photographed. Consent obtained permitting the filming of any individual must be consistent with that required by applicable federal, state, and local law. With respect to patients, such written authorization must be at the minimum satisfactory to the Corporation and in compliance with the Health Insurance Portability and Accountability Act of 1996 and the implementing regulations thereof, executed on the Corporation's "NYCHHC Authorization to Disclose Health Information to the Media; for Marketing/Advertising, Fundraising, and Community Activities" Form, attached hereto as Exhibit "A." With regard to the Production, the Licensee shall not in any way whatsoever portray the Facility or the Corporation in a false or negative light.

2. Term. The term of the license granted hereunder shall commence and expire on the days and at the times indicated in Part I of this Agreement. Notwithstanding the foregoing, should the Corporation determine in its sole discretion that the Licensee's personnel at the Facility are materially interfering with the safe and necessary operations of the Facility, the Corporation may immediately, upon notice to the Licensee, terminate this Agreement. After the expiration of this Agreement, should the Licensee determine that it is necessary to return to the Facility for further filming, the Licensor shall attempt to accommodate the Licensee at rates consistent with this Agreement provided that doing so will not adversely affect the operation of the Facility or the care of the Facility's patients.

3. **Permitted Use.** The Licensee may use the Licensed Space only for the purpose of the Production and for no other purpose. The Licensee may, in connection with such permitted use, bring personnel and equipment on the Licensed Space.

4. **Conduct at the Facility.**

(a) The admittance, movement and access of the Licensee's personnel while at the Facility in connection with the Production shall, at all times, be coordinated by the Representative. The Corporation may change the identity of the Representative by written notice to the Licensee from the Senior Vice President, Executive Director, or Chief Operating Officer of the Facility or his/her Chief of Staff.

(b) The Licensee shall use only such entrances and exits to and from the Facility for introduction and removal of any equipment and/or personnel as may be designated by the Representative. In addition, Licensee shall use only those parking spaces on the Facility's premises that are designated by the Representative. If parking spaces are used, the Licensee shall be solely responsible for the vehicles associated with the Production using such parking spaces and any and all contents contained therein.

(c) The Licensee shall ensure that its employees, independent contractors, agents, and any other person working on or with connection with the Production wear identification badges at all times when on the Facility's premises. Notwithstanding this provision, actors shall not be required to wear identification badges during filming. The Licensee shall supply such identification badges at its expense.

(d) The Licensee shall not operate any equipment deemed by the Corporation to interfere with the safe operation of the Facility's equipment.

(e) The Licensee shall not use any ropes, chains, cables, props, or equipment of any kind tied to or supported by any Facility structure without the prior approval of the Representative.

(f) Throughout its presence at the Facility the Licensee shall give complete and unimpeded access and egress to and from the Facility to any Corporation vehicle, ambulance, employee, invitee, and patient of the Facility.

(g) The Licensee shall not store any materials, equipment or other supplies which are flammable, beyond those necessary for use in its daily operations and shall comply at all times with any applicable New York City Fire Department rules or regulations as well as the policies and procedures of the Facility and the Corporation.

(h) The Licensee shall not use firearms or explosives of any kind at the Facility. The Licensee shall not bring animals of any kind to the Facility except for "seeing eye," service and hearing dogs as permitted by applicable law.

(i) Excessive sound or noise by the Licensee is prohibited.

(j) The Licensee shall not post any direction signs at the Facility without prior approval of the Representative.

5. **Relationship of the Parties.**

(a) Nothing herein shall be deemed or construed to create a relationship of landlord tenant between the parties with respect to the Licensed Space.

(b) All persons employed by the Licensee to perform services in connection with the Production shall be regarded as employees of the Licensee and not of the Corporation and the Licensee alone shall be responsible for their work, direction, compensation and personal conduct while at the Facility.

(c) Nothing contained herein or in any other provision of this Agreement shall be construed to impose any liability or duty upon the Corporation to any third party employed or engaged by the Licensee as employees, independent contractors or in any other capacity whatsoever.

(d) The Corporation shall not be liable to any third party for the acts, omissions, liabilities, obligations or taxes of whatsoever nature, including Worker's Compensation and Disability Insurance, of the Licensee or its representatives, consultants, experts, employees, servants, agents or independent contractors. The Licensee shall be solely responsible for providing wages, fringe benefits and any and all compensation to its employees.

(e) The participation of the Corporation hereunder shall in no way be construed by the parties hereto or by any third party to create any affirmative obligation or role other than as expressly provided for herein with respect to the creation, direction, filming, editing, distribution, and promotion of the Production.

6. Condition of the Licensed Space.

(a) The Licensee shall take the Licensed Space as is. The Licensee acknowledges that the Corporation has made no representation that the Licensed Space is suitable for any particular purpose or use.

(b) The Licensee shall not make any alterations or additions to the Licensed Space without the expressed written consent of the Representative. Upon the prior approval of the Representative, the Licensee may temporarily remove and/or relocate any Facility equipment and carry out minor alterations; provided, however, the Licensee shall be fully responsible for the actual cost of any such removal and/or relocation of equipment and/or minor alterations. After the Production, the Licensee shall, at its sole cost and expense, promptly restore the Licensed Space to its condition prior to the Production.

7. Services. The Licensee shall be solely responsible, at its sole cost and expenses for the provision of the following services:

(i) The security of its property, including, without limitation, equipment and vehicles that may be stored and/or constructed at the Facility;

(ii) Cleaning those parts of the Facility required for the filming both prior to and after completion of the Production;

(iii) The provision and ultimate removal of any phone services that it may require while on at the Facility. Any such installation and removal of phone service shall be done upon prior consultation with the Facility; and

(iv) The provision of any crowd control personnel that may be required during the Production at the Facility.

8. Identification of the Facility. Unless explicitly agreed in Part I of this Agreement, the Licensee shall not film, photograph or otherwise identify the Licensed Space as being part of the Facility or the property of the Corporation, nor shall the Licensee film or photograph or in any other way identify any vehicles depicted in the Production as being owned and/or operated by the Facility or the Corporation. The Licensee shall not make any release to the public or any media which includes the name of the Facility or the Corporation without the prior written consent of the Corporation. Further, absent the prior written consent of the Corporation, the Licensee shall not use the name or logo of the Facility or the Corporation for promotional, merchandising or other purposes.

9. Credit. Should the Licensee wish to acknowledge the assistance of the Corporation or the Facility, it may do so only in the following manner: “[the Licensee] gratefully acknowledges the cooperation and assistance of the New York City Health and Hospitals Corporation.” The Licensee shall not be obligated to credit the Licensor.

10. Payment. In consideration of the license granted herein, the Licensee shall pay the license fee and other charges detailed in Part I of this Agreement.

11. Insurance. The Licensee shall provide and maintain in force the insurance described in this Paragraph.

(a) The Licensee shall purchase and maintain a policy or policies of Commercial General Liability Insurance which shall have coverage for the Licensee's use of the Licensed Space in a minimum amount of one million dollars (\$1,000,000) per occurrence/three million dollars (\$3,000,000) aggregate for personal injury or property damage.

(b) The Licensee shall purchase and maintain a policy or policies of insurance for the Licensee's personal property at the Licensed Space under an “All Risk” policy or its equivalent with limits of five hundred thousand dollars (\$500,000) per occurrence/one million dollars (\$1,000,000) aggregate.

(c) The Licensee shall purchase and maintain a policy satisfying the obligations of the Licensee in accordance with the Worker's Compensation Law and the Disability Benefits Law covering all operations under this license, whether performed by its agents, subcontractors or others.

(d) The Licensee shall purchase and maintain a policy covering the use, in connection with this license, of all owned, leased and hired vehicles required by the Vehicle and Traffic Law of the State of New York to bear license plates. The coverage under such policy shall not be less than one million dollars (\$1,000,000) combined single limit of liability for personal injury and property damage.

(e) The policies required under subparagraphs (a) and (d) shall name (i) the Corporation; (ii) the Facility; and (iii) the City as additional insureds, and shall be obtained from a company or companies duly authorized by the laws of the State of New York to do business in the State of New York. All such insurance shall be in a form satisfactory to the Corporation and be evidenced by proper certificates of insurance evidencing such coverage and endorsements of

said policies. The Licensee acknowledges that the City is to be named in its proprietary capacity as the fee owner of the Facility.

(f) Such certificates of insurance and policy endorsements shall be delivered to the Facility by the Licensee at least one business day prior to the beginning of the Production. All such certificates of insurance shall provide that should any of the policies evidenced by such certificates be cancelled before their expiration date, the insurance company will notify the Corporation at least thirty (30) days in advance of the date of such cancellation. The Licensee shall keep such insurance in effect until the expiration of this Agreement.

12. Indemnification. The Licensee shall defend, indemnify, keep, save and hold harmless, the Corporation, the Facility, and the City, their directors, officers, employees, agents, independent contractors, patients, visitors and invitees, from any and all liability, loss or damage arising from or occurring in connection with the activities of the Licensee, its officers, employees, agents, independent contractors, visitors and invitees under this Agreement, including any personal injuries or damage to or loss of property sustained by the Licensor and/or the City. Such indemnity shall not apply, however, to the extent any such liability, loss or damage arises from, or occurs due to, the negligence or wrongful acts of the Licensor or the City.

13. Exculpation. The Licensee shall be solely responsible for the safety and protection of its property, employees, agents, invitees, and independent contractors, and, except in cases of the negligence or wrongful acts of the Corporation, shall not hold the Corporation or the City liable for any injuries suffered by any such persons or damage to any such property during the Production.

14. Compliance with Laws. The Licensee shall comply with all requirements of law with respect to its performance hereunder. The Licensee represents and warrants that it has secured all appropriate licenses and permits required to carry out its activities hereunder.

15. Termination for Cause. If, through any cause, the Licensee fails to comply with the provisions of this Agreement, the Corporation may terminate the same by giving written notice to the Licensee of such termination specifying the effective date thereof, to the extent Licensee fails to cure within a reasonable time. In the event of such termination, the Corporation and the City shall have no liability to the Licensee for any damages, or claims, direct or indirect, which may be occasioned thereby. Notwithstanding anything hereunder to the contrary, the Corporation may terminate this Agreement at anytime to protect the safety and well being of its patients and workforce.

16. Assignment. The Licensee shall not assign its rights or delegate its obligations under this Agreement. The foregoing shall in no manner restrict any assignment or other disposition of the Licensee's rights in the Production.

17. Acts of God. The parties shall not be liable for failing to meet their obligations under this Agreement to the extent that their performance is prevented as a result of any cause beyond its control including, but not limited to, acts of God, flood, war, or fire. For purposes of this paragraph, lack of financial resources shall not be deemed a cause beyond the control of the affected party.

18. Ownership of the Production. The Production shall be and remain the sole and exclusive property of the Licensee, its successors and assigns. The Licensee shall own all rights in the Production and may, at its sole discretion, use the Production for any purpose

including, but not limited to, creation, marketing, sale, exhibition, distribution, advertising or promotion of the Production and any and all derived works and subsidiary rights thereof, in any and all media now known or hereafter devised. The Corporation explicitly disclaims any ownership interest whatsoever in the Production.

19. Patient Confidentiality. The Licensee acknowledges that the Facility and the Corporation are subject to various statutes and regulations, governing patient confidentiality. To ensure compliance, Licensee shall promptly destroy any film made or photograph(s) taken of any patient, person, or thing that may depict or reveal the identity of any patient of the Facility unless the Licensee has obtained the authorization required by Section 1 of this Agreement and has obtained the Licensor's explicit consent in Part I of this Agreement and its approval of such authorization. The Representative and/or his/her designee may review the Production at the time it is made for the purposes of ensuring compliance with Section 1 of this Agreement. This provision shall survive the termination of this Agreement.

20. Improper Payments. The Licensee acknowledges that it would violate Chapter 68 of the New York City Charter and/or the Corporation's Code of Ethics for any employee of the Corporation to receive any compensation or gift, in cash or in kind, for his or her participation in the Production. Accordingly, the Licensee shall not offer to give, nor shall it give, any such compensation or gift.

21. Miscellaneous.

(a) *No waiver.* The failure of any party to insist upon the compliance with any term of this Agreement by the other party shall not operate as a waiver of the right to require future compliance with such term. Any waiver of any right under this Agreement shall be in writing. Such waiver shall not be construed as a continual waiver or a waiver of any other right hereunder.

(b) *Amendments.* Any amendment or modification of this Agreement shall be in writing and executed by the party to be charged.

(c) *Unenforceability.* The unenforceability or invalidity of any provision under this agreement shall not affect the enforceability or validity of any other provision.

(d) *Choice of Law.* This Agreement shall be deemed executed in the City of New York, State of New York, regardless of the Licensee's domicile, and shall be governed and construed in accordance with the laws of the State of New York with regard to contracts made and entirely to be performed in such state, regardless of applicable conflict of laws provisions.

(e) *Venue and Jurisdiction.* Any litigation, dispute, claim, or action arising out of or relating to this Agreement shall be heard and resolved in a federal or state court of competent jurisdiction located in the City of New York and in the County of New York. The parties hereby consent to submit themselves to the jurisdiction of such courts with respect to any litigation, dispute, claim, or action arising out of or relating to this Agreement.

(f) *Headings.* All headings hereunder are for reference purposes only and shall not be given any substantive effect in interpreting this license agreement.

(g) *Entire Agreement.* This Agreement, consisting of Part I and Part II, is the entire agreement between the parties with respect to the subject matter hereof and all prior or

contemporaneous agreements or understandings whether written or oral are merged into this Agreement.

(h) *Exhibits.* All Exhibits mentioned hereunder are incorporated herein by reference and made part hereof.

(i) *Injunctive Relief.* The Corporation may enforce its rights under this Agreement by all legal means available at law and at equity. Notwithstanding the foregoing, the Corporation may seek injunctive relief only for violations of the provisions of this Agreement pertaining to the preservation of patient confidentiality and those prohibiting the portrayal of the Corporation in a false or negative light. To the extent that the Licensee complies with the requirements of Paragraphs 1 and 19 of this Agreement not to film or photograph a patient and Paragraph 8 of this Agreement not to identify the Facility, the Corporation waives any right it may have to enjoin or seek to enjoin the development, production, exhibition, promotion and/or distribution of the Production.

(j) *Notices.* All notices under this agreement shall be in writing and shall be sent by certified mail or express mail, return receipt requested, or by overnight carrier, and addressed:

To the Corporation: New York City Health and Hospitals Corporation
Office of Legal Affairs
125 Worth Street, Suite 527
New York, N.Y. 10013
Attn: General Counsel

With a copy to: The Facility at the address stated in Part I
Attn: Senior Vice President

To Licensee: At the address given in Part I

With a copy: As indicated in Part I.

EXHIBIT “A”

EXHIBIT C
GENERAL SPACE LICENSE AGREEMENT

LICENSE AGREEMENT

Agreement made as of the ____ day of _____ 200 __, by and between the New York City Health and Hospitals Corporation, a public benefit corporation created under the laws of the State of New York, having its principal place of business at 125 Worth Street, New York, New York 10013 (the "Licensor"), and [full legal name of licensee], a [type of entity, i.e. corporation, LLC, partnership and jurisdiction of formation] with its principal place of business at [address] (the "Licensee").

W I T N E S S E T H:

WHEREAS, the Licensor and the Licensee desire by means of this licensee agreement to allow the Licensee to occupy space at _____ (the "Facility") for the Licensee to conduct _____; and

WHEREAS, the Licensor recognizes the benefit conferred upon it by having such _____; and

WHEREAS, the Licensor has identified appropriate space at the Facility to accommodate the Licensee's needs and the Licensor's Board of Directors has approved of the Licensee's use of such space.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **Grant of License:** The Licensor hereby grants to the Licensee a license to enter upon and use space comprising approximately [number] square feet located on _____ of the ____ Building on Facility's campus as designated in the attached Exhibit A attached hereto (the "Licensed Space").

2. **Commencement Date:** The license granted hereby shall commence as of [date] for the Licensee's proposed operations at the Facility (the "Effective Date"). Upon the Effective Date, the Licensor and the Licensee shall execute and exchange an Effective Date Acknowledgment, setting forth the Effective Date and the expiration date of this License Agreement.

3. **Use:** The Licensee shall use the Licensed Space for the operation of

_____ and for no other purpose.

4. **Occupancy Fee:** The Licensee in consideration of the granting of this license shall pay an occupancy fee of \$ _____ commencing on _____ 20__ . The occupancy fee shall be based upon the Licensor's cost to operate the Licensed Space. This fee shall be paid on a monthly basis, prorated for partial months, and shall increase by _____ percent (_____ %) effective as of each and every anniversary of the Effective Date.

[or]

*4. **Occupancy Fee:** The Licensor waives its usual occupancy fee for the Licensee's use due to the benefit to the Licensor [and/or its patients], namely _____

5. **Services.** The Facility shall provide hot and cold water, electricity, heating, security, routine maintenance and shall perform any required structural repairs or alterations. The Licensee shall provide its own housekeeping and waste removal including the removal of any hazardous medical waste in accordance with applicable laws and regulations and shall make any non-structural repairs required to be made in the Licensed Space.

6. **Term; Early Termination:**

(a) The license granted by this License Agreement shall be for a term of [number] years from the Effective Date and may not be extended without further approval of the Licensor's Board of Directors.

(b) Either party to this License Agreement shall have the absolute right to terminate this License Agreement without cause upon sixty (60) days' notice to the other party.

(d) The Licensor shall have the right to terminate this Agreement prior to the date of expiration of this License Agreement upon thirty (30) days notice, if the Licensee has materially breached this License Agreement. Such notice shall specify in detail the nature of the Licensee's alleged material breach. The following shall constitute a material breach:

- i. the failure of the Licensee to maintain all required licenses for its operations; or
- ii. the Licensee's commission of acts which create a material and imminent risk to the safety and health of the public or its patients; or
- iii. the Licensee's failure to use the Licensed Space as required by Section 3 hereof; or
- iv. the Licensee's failure to make timely payments as required in this License Agreement.

(e) The Licensee shall have the opportunity to cure any such breach within thirty (30) days after receipt of notice from the Licensor provided, however, that, in the case of any breach which cannot, by its nature, be cured within such period, this License Agreement shall not be terminated provided: (x) the Licensee advises the Licensor in writing within such thirty (30) day period of its plans to cure its breach; (y) the Licensee promptly commences the cure of its breach; and (z) the Licensee prosecutes the cure of its breach diligently and expeditiously to completion.

7. Renovations:

(a) Any alterations to the Licensed Space shall be subject to the prior approval of the Licensor which approval shall not be unreasonably withheld, delayed or conditioned.

(b) The Licensor shall be given the opportunity to review final construction, renovation, or modification plans and specifications prior to the commencement of any construction. The Licensee shall be permitted to select and utilize the services of those contractors necessary to complete the construction, renovation or modification of the Licensed Space. If such approval is granted, the Licensee shall undertake such construction, renovation or modification in accordance with reasonable procedures established by the Licensor. The Licensee shall not change or install any locks in the Licensed Space without the prior written approval of the Facility. If such approval is granted, the Licensee shall deliver to Facility a complete set of keys to open all such locks in the Licensed Space.

8. Indemnity: The Licensee shall defend, indemnify, keep, save and hold harmless, the Licensor, the Facility and the City of New York, their respective

directors, officers, employees, agents, independent contractors, patients, visitors and invitees, from any and all liability, loss or damage (not due to the negligence or wrongful acts of the Licensor, the Facility or the City of New York acting in its proprietary capacity) arising from or occurring in connection with the activities of the Licensee, its officers, employees, agents, independent contractors, patients visitors and invitees under this Agreement, including any injuries or disabilities of any nature, death or damage to or loss of property sustained by the Licensor, the Facility and the City of New York.

9. Insurance: As additional security of such indemnification, but not in lieu thereof, the Licensee, throughout the term of this License Agreement and at its own cost and expense, shall provide or cause to be provided and keep, or cause to be kept in force, a policy or policies of insurance as described below.

(A) Commercial General Liability Insurance, which shall have coverage for the Licensee's use and occupancy in a combined single of at least \$3,000,000 for any liability occasioned by any occurrence on or about the Licensed Space arising from any of the items indicated in Section 8 against which the Licensee is required to indemnify the Licensor, the Facility and the City of New York.

(B) Insurance for the Licensee's personal property at the Licensed Space under an "All Risk" policy or its equivalent with a limit not less than the actual replacement value of the Licensee's personal property including any improvements to the Licensed Space.

The policy (ies) referred to in (A) above shall name the Licensor, the Facility and the City of New York as additional insureds, and shall be obtained from a company or companies duly authorized by the laws of the State of New York to do business in the State. All such insurance shall be in a form reasonably satisfactory to the Licensor and be evidenced by a proper Certificate of Insurance of such coverage. Such certificate shall be delivered to the Licensor and the Facility by the Licensee upon execution of this License Agreement and thereafter, twenty (20), days prior to the expiration of such policy or policies. All Certificates of Insurance shall provide that, should any of the policies be canceled before their expiration date, the insurance company will notify the Licensor and the Facility at least thirty (30) days in advance of the date of such cancellation.

10. **Approvals and Licenses:** The Licensee shall obtain and maintain any and all necessary or required approvals and licenses for the operation of its program at the Facility including but not limited to any required approvals or licenses from appropriate Federal, State and/or City authorities.

11. **No Liability for Personal Property:** Except for any negligence on its part, the Licensor will not be responsible for the theft and/or destruction of equipment and/or materials belonging to the Licensee, its officers, employees, agents and/or independent contractors, visitors and invitees, while such equipment or materials are housed at the Facility.

12. **Facility Rules and Regulations:** The Licensee's officers, employees, agents and/or independent contractors, visitors and invitees, shall be bound by all the Licensor's and the Facility's rules and regulations which are provided to the Licensee by the Facility, pertaining to the proper conduct, decorum and behavior of such persons while at the Facility. If any of the above fail to abide by such rules and regulations, the Executive Director of the Facility shall notify the Licensee of such failure, which shall, in such case, thoroughly investigate the matter and shall seek a mutually agreeable resolution of the matter in a direct and timely fashion.

13. **Relationship of the Parties:**

(a) Nothing herein contained shall be deemed create a relationship of landlord and tenant between the parties with respect to the Licensed Space.

(b) All persons employed by the Licensee to perform services shall be regarded as employees of the Licensee and not of the Facility nor the Licensor and the Licensee alone shall be responsible for their work, direction, compensation and personal conduct while at the physical structures of the Licensor. Nothing contained herein shall be construed to impose any liability or duty upon the Facility or the Licensor to any person, firms, or corporations employed or engaged by the Licensee as consultants, experts, independent contractors or in any other capacity whatsoever, or as employees, servants or agents of Licensee.

(c) Neither the Facility nor the Licensor shall be liable to any person, firm, corporation, association or to any governmental agency for the acts, omissions, liabilities, obligations or taxes of whatsoever nature, including insurance, Worker's Compensation

and Disability Insurance, of the Licensee or of its representatives, consultants, experts, employees, servants, agents or independent contractors. The Licensee shall be solely responsible for providing wages, fringe benefits or any other form of compensation to its employees.

14. No Assignment: The Licensee shall not transfer this License Agreement nor transfer the control, management, operation, use or occupancy of the Licensed Space, in whole or in part, to any other individual, agency, group of persons, society, organization or corporation, nor allow any of the same to use or occupy the Licensed Space in conjunction with the Licensee, without the prior written consent of the Licensor, which consent may be given or withheld upon the Licensor's sole discretion.

15. Notices: Any notice required to be given shall be in writing and shall be sent by certified mail or registered mail, return receipt requested, or by a recognized national overnight carrier, and addressed:

To Licensor: New York City Health and Hospitals Corporation
Office of Legal Affairs
125 Worth Street - Room 527
New York, NY 10013

With a copy to: [Name of Facility]
[address]
address]

Attn: Executive Director

To Licensee: [Name of Licensee]
[address]
address]

Attn: _____

With a copy to: _____

16. End of Term: Subject to Section 6 hereof, at the expiration or sooner termination of this License Agreement, the Licensee shall vacate and surrender the Licensed Space and shall remove any of its equipment and/or materials from the

Licensed Space and surrender the Licensed Space in good order and condition, normal wear and tear excepted.

17. **Access:** The Licensee shall have access to the Licensed Space to perform its operations at all times of the day and night throughout the year.

18. **Entire Agreement:** This License Agreement constitutes the entire agreement between the parties hereto and all prior or contemporaneous agreements or understandings whether written or oral are hereby merged into this Agreement. Any changes to this License Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the day and year first above written.

APPROVED AS TO FORM

NEW YORK CITY HEALTH AND
HOSPITALS CORPORATION

Office of Legal Affairs

_____, President

APPROVED AS TO PROGRAM

[NAME OF LICENSEE]

Executive Director, _____

By: _____

Name: _____

Title: _____