

**MICRO PURCHASE AGREEMENT FOR
WEEKEND WALKS 2020 – COMMUNITY MANAGEMENT SERVICES**

This Agreement, dated as of _____, is made by and between the Department of Transportation (“DOT”) and Contractor’s Name: _____ (the “Contractor”)
Contractor’s Address: _____
Contractor’s TIN/SSN/EIN¹: _____
Contractor’s Contact: _____
Contact Email: _____

Name of Weekend Walk: “_____” Weekend Walk”
Location of the Weekend Walk: IO _____ (the “Site”)
Location # 2: _____
Location # 3: _____

Event Date 1:	Start Time:	End Time:
Event Date 2:	Start Time:	End Time:
Event Date 3:	Start Time:	End Time:
Event Date 4:	Start Time:	End Time:
Event Date 5:	Start Time:	End Time:
Event Date 6:	Start Time:	End Time:
Event Date 7:	Start Time:	End Time:
Event Date 8:	Start Time:	End Time:
Event Date 9:	Start Time:	End Time:
Event Date 10:	Start Time:	End Time:

(together the “Event(s)”)

This Agreement shall be effective as of _____ and shall expire on _____.
In consideration, NYCDOT shall pay the Contractor a total amount of _____ thousand dollars (\$ _____) towards the cost of the Event(s) (the “Total Fees”), including, but not limited to, management and staff fees, cost of Event(s) Amenities, programming and maintenance of Site during said Event(s). All other costs associated with the Event(s), exclusive of Sponsorship Zone(s), shall be the sole responsibility of the Contractor.

ACKNOWLEDGEMENTS & CERTIFICATION

STATE OF NEW YORK COUNTY OF _____ ss: _____ being duly sworn, says:

By I hereby acknowledge receipt, review and incorporation of the Scope of Services (Exhibit 1). This Agreement, along with the above listed exhibit, constitutes the entire and sole agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations, understandings, or other matters, whether oral or written, with respect to the subject matter hereof. This Agreement cannot be modified, changed or amended, except in writing signed by both parties.

(Signature of Authorized Representative)

Subscribed and sworn to before me
this ____ day of _____, 20 ____

Name:

Title:

Notary Public

APPROVED

ACCO

Date

¹ Under the Federal Privacy Act, the furnishing of Social Security numbers by bidders or proposers on City contracts is voluntary. Failure to provide a Social Security number will not result in a bidder’s/proposer’s disqualification. Social Security numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws, as well as to provide the City a means of identifying businesses seeking City contracts.

Scope of Services

1. CONTRACTOR'S RESPONSIBILITIES

- 1.1. In a timely manner and at each Event(s), the Contractor shall ensure:
 - 1.1.1. Management, organization and monitoring of the Event(s) at the Site, as more fully described in the Event(s) Site Plan (Example attached as Exhibit 2);
 - 1.1.2. Planning and management all Event(s) amenities (the "Event(s) Amenities") as more fully described in the Hour-to-hour "Run of Show" Plan (Example attached as Exhibit 3);
 - 1.1.3. All Event(s) Amenities and any Event(s) programing is executed in a safe, good and workmanlike manner and the Contractor shall strictly abide by the Event(s) Plan to the reasonable satisfaction of DOT;
 - 1.1.4. Dirt, litter and debris of any kind be removed, on a continual basis throughout the Event(s), so as to maintain the Site in a clean, neat and good condition;
 - 1.1.5. The Site be restored to the condition prior to the Event(s) and any necessary repairs shall be performed in a safe, good and workmanlike manner to the reasonable satisfaction of DOT;
 - 1.1.6. All entities providing Event(s) Amenities or Event(s) programing shall strictly abide by the Event(s) Site Plan, Hour-to-hour "Run of Show" Plan, Article 4 and Article 8 herein;
 - 1.1.7. No additional disruption to pedestrian, cyclist or vehicular flow or commercial and residential activity;
 - 1.1.8. To monitor and maintain, with adequate management and staff, the Site and Event(s);
 - 1.1.9. To give full cooperation to DOT staff and DOT event consultant staff at all times;
 - 1.1.10. That a senior employee be continuously present at the Site during the Event(s); and
 - 1.1.11. Upon expiration or termination of this Agreement, DOT, or a contractor acting at DOT's request, may remove the Event Amenities and restore the Site to a condition acceptable to DOT. The Contractor shall pay for the actual cost of removal and restoration of the Site.
- 1.2. In the event that DOT determines, for any reason and at its sole discretion, that an emergency, inappropriate activity or condition exists or may exist at the Event(s) or Site, the Contractor shall immediately take all steps necessary to alleviate such an emergency, activity or condition, as may be directed by DOT, which may include, but not be limited to, immediately terminating the Event(s), ceasing any or all Event(s) activities and removing any or all Event(s) Amenities from the Site.

2. SPONSORSHIP AND BRANDING

- 2.1. The Contractor shall ensure that the name/title of the Event(s) includes the words, "Weekend Walks".
- 2.2. At its sole discretion and upon prior written request, DOT may permit the Contractor to solicit and accept sponsorships solely for the benefit of the Event(s).
- 2.3. No fewer than thirty (30) days prior to the Event(s), the Contractor shall, prior to execution, provide all terms and conditions of any sponsorship agreement to DOT for review and approval.
- 2.4. Any such sponsorship shall be restricted in size, quantity and location as deemed appropriate by DOT, but in any event, no sponsorship recognition, including trade names and/or logos, shall occupy more than 10% of the visible area of a sponsorship item unless DOT approves a variance of such sizing in writing.
- 2.5. The Contractor shall not solicit or permit any tobacco sponsorship or alcohol sponsorship within 250 feet of any school, day care center, or house of worship.
- 2.6. Any Event(s) materials including, but not limited to, any writing, flyers, posters, banners etc. shall include all Program, DOT, City and any other DOT approved branding as well as the words, "Weekend Walks". Any additional Event(s) branding shall be provided at least thirty (30) days prior to the Event(s) for review and approval by DOT.
- 2.7. The Contractor shall be prohibited from placing or causing to be placed any advertising at the Site.

3. LICENSED USE

- 3.1. To permit the use of the Contractor's image(s), still or otherwise (the "Image(s)") for all legal purposes, including but not limited to New York State Civil Rights Section 50, (the "Licensed Use") for the City. The Contractor hereby releases and consents to the following terms:
 - 3.1.1. For good and valuable consideration, the receipt of which is hereby acknowledged, the Contractor grants the City, perpetually and irrevocably, the right throughout the world to use the Image(s) in connection with the Licensed Use. It is understood and agreed that such rights include the right to use and to promote the Images in any format now known or hereafter devised. The Contractor hereby waive any right of inspection or approval of the Images for the Licensed Use.

- 3.1.2. To release and discharge the City and its employees, agents, licensees and successors from any and all claims, demands or causes of action that the Contractor may now have or hereafter have for libel, defamation, invasion of privacy, right of publicity, infringement of copyright, trademark or violation of any other right arising out of or relating to any use of the rights granted in this Release and Consent or based on any failure or omission to make use of rights granted in this Release and Consent.
- 3.1.3. Understands and agrees that Photographer shall retain the ownership of the copyright of the photograph which contains the Image(s).
- 3.1.4. Understands that the photograph which contains the Image(s) may be used by the City in such manner and for such purposes as the City deem advisable, in whole, in part or in modified form, in all formats now known or hereafter to become known without further permission.

4. INVOICES

- 4.1. To receive payment, the Contractor shall submit a proper invoice, at DOT's sole discretion and approval, substantially in the form of example attached as Exhibit 4.
- 4.2. The Contractor may invoice up to twenty-five percent of the Total Fees upon receipt by DOT of the Event(s) Site Plan (Example attached as Exhibit 2), Hour-to-hour "Run of Show" Plan (Example attached as Exhibit 3).
- 4.3. The Contractor shall invoice the remaining amount of the Total Fees upon completion of the final listed Event(s) date.

5. SUBCONTRACTING

- 5.1. All subcontracts shall contain provisions specifying that:
 - 5.1.1. The work performed by the subcontractor must be in accordance with the terms of the agreement between the City of New York (the "City") and the Contractor;
 - 5.1.2. Nothing contained in the agreement between the Contractor and the subcontractor shall impair the rights of the City; and
 - 5.1.3. Nothing contained in the agreement between the Contractor and the subcontractor, or under the agreement between the City and the Contractor, shall create any contractual relation between the subcontractor and the City.

6. TERMINATION

- 6.1. This Agreement shall be immediately terminable without cause by the Commissioner of DOT or designee, if Contractor is in default of its obligations hereunder.
- 6.2. If this Agreement expires or is terminated, as provided herein, all rights of the Contractor herein shall be terminated without any claim for damages against the City, DOT or its agents, employees, officers, or directors by reason of such expiration or termination.

7. REASONABLE PRECAUTIONS

- 7.1. The Contractor shall take all reasonable precautions to protect all persons and the property of the City and of others from damage, loss or injury resulting from the Contractor's and/or its subcontractors' operations under this Agreement.

8. PROTECTION OF CITY PROPERTY

- 8.1. The Contractor assumes the risk of, and shall be responsible for, any loss or damage to City property, including property and equipment leased by the City, used in the performance of this Agreement, where such loss or damage is caused by any tortious act, or failure to comply with the provisions of this Agreement or of Law by the Contractor, its officers, employees, agents or subcontractors.

9. COMPLIANCE WITH LAWS

- 9.1. The Contractor shall perform all services under this Agreement in accordance with all applicable Federal Law, Laws of the State and City of New York including, but not limited to, the New York City Charter, New York City Administrative Code, PPB Rules, DOT specifications, standards and policies in effect at the time such services are performed.

10. COUNTERPARTS

- 10.1. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same.

11. NOTICES

- 11.1. All notices and all other documentation required to be given under the terms of this Agreement, or which either Party may desire to give to the other, shall be in writing and sent to the Contractor's email specified herein and the email address to be provided by DOT.