

<b>Part A - Identification of Professional Fund Raiser (PFR)</b>			
1. Full Legal Name of Professional Fund Raiser (per the Registrant's organizing documents) <b>MZA Events, Inc</b>		2. NYS Professional Fund Raiser ID# (if any) <b>32-53-55</b>	
3. Mailing Address (Number and Street) <b>3550 Wilshire Blvd</b>	Room/Suite <b>890</b>	4. Primary Contact <b>Rebecca Mirkil</b>	
City or Town, State or Country and ZIP + 4 <b>Los Angeles, CA 90010</b>		5. Primary Contact Title <b>Director of Finance &amp; Administration</b>	
6. Main Address or Principal NYS Address (Number and Street) (if any or different from item #3) <b>119 West 24th Street, 2nd Floor</b>	Room/Suite	7. Telephone Number <b>(212) 252-9404</b>	8. Fax Number <b>(212) 385-0971</b>
City or Town, State or Country and ZIP + 4 <b>New York, NY 10010</b>		9. Email Address <b>rebeccam@mzaevents.com</b>	
10. Name of Third Party Representative (relating to this registration and other statutory filings)		11. Primary Contact for Third Party (include title)	
Third Party Mailing Address (Number and Street)	Room/Suite	12. Third Party Telephone #	13. Third Party Fax #
City or Town, State or Country and ZIP + 4		14. Third Party Email Address	
15. List all other legally authorized names by which the Registrant is known (Submit a copy of all authorizing documents not previously filed.)			

<b>Part B - Certification - Registrant's Signature Required</b>			
I, an authorized representative of the Registrant, certify under the penalties for perjury, that I have reviewed this Registration Statement, including all schedules and attachments, and to the best of my knowledge and belief, they are true, correct and complete in accordance with the laws of the State of New York applicable to this statement.			
PFR Registrant		<b>Rebecca A Mirkil</b>	<b>Director of Finance &amp; Administration</b>
	Signature	Printed Name	Title
			<b>8/27/10</b>
			Date

<b>Part C - Fee and Mailing</b>		
Statutory Fee Due: <b>\$800</b>	Submit a check or money order made payable to "NYS Department of Law".	Mail completed form with the required attachments and fee to the address at the top of this page.

<b>Part D - Solicitation Locations</b>		
1. List all addresses/telephone numbers from which the Registrant or its representatives solicits persons in New York State. (Include any additional information on a separate attachment, using the same schedule format.)		
Mailing Address (Number and Street) <b>119 West 24th Street</b>	City or Town, State or Country and ZIP + 4 <b>New York, NY 10010</b>	Telephone Number <b>(212) 807-9255</b>
<b>2nd Floor</b>		

<b>FOR OFFICE USE ONLY</b>	DATE RECEIVED <b>AUG 30 2010</b>	FEE RECEIVED <b>800</b>	REGISTRATION FILING ID#	PFR ID# <b>32-53-55</b>
	REVIEWER <b>ATHM</b>	ACCEPT DATE <b>8/30/10</b>	START DATE <b>8/31/10</b>	END DATE <b>8/30/11</b>





**Part F - Associations with Other Fund Raising Professionals and Charitable Organizations**

1. Has the Registrant or any representative of the Registrant been associated at any time with any of the charitable organizations disclosed in Part H in any manner other than pursuant to a contract disclosed in Part H or a contract previously filed with the New York State Attorney General's Charities Bureau? .....  Yes\*  No

\*If "Yes," complete the following schedule (include any additional information on a separate attachment, using the same schedule format.)

Name	Mailing Address (number and street, room/suite, city or town, state or country and ZIP + 4)	Other Relationship to Charity
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2. Has the Registrant or any representative of the Registrant been associated at any time with any other Professional Fund Raiser or Fund Raising Counsel? .....  Yes\*  No

\*If "Yes," complete the following schedule (include any additional information on a separate attachment, using the same schedule format.)

Name	Mailing Address (number and street, room/suite, city or town, state or country and ZIP + 4)	Position with Other PFR/FRC
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**Part G - Previous Conduct**

1. In connection with any fund raising activity, has the Registrant or any representative of the Registrant ever had any license, registration or permit denied, canceled, suspended or revoked, or has any official disciplinary or legal action ever been taken, or is one currently pending, against the registrant or any representative of the Registrant? .....  Yes\*  No  
 \*If "Yes," describe below (include name and address of government agency, nature of outcome and date):

2. Has the Registrant or any representative of the Registrant ever entered into any agreement with any regulatory body regarding its conduct in connection with any fund raising activity? .....  Yes\*  No  
 \*If "Yes," describe below (include name and address of government agency, nature of outcome and date):

3. Has the Registrant or any representative of the Registrant ever been convicted of or pleaded guilty to a felony or misdemeanor involving the misappropriation or misuse of the money or property of another? .....  Yes\*  No  
 \*If "Yes," describe below (include name and address of government agency, nature of outcome and date):





**Part E - Organization Structure**

2. List all officers/directors/key employees (for corporations); all managers/key employees (for LLCs); all partners/key employees (for partnerships); or all owners/key employees (for sole proprietorships and unincorporated associations). (Include any additional information on a separate attachment, using the same schedule format.)

**MZA Events, Inc. - Board of Directors**

**Craig R. Miller**  
**President & CEO**  
2805 3<sup>rd</sup> Street, #5  
Santa Monica, CA 90405

**Allan Teplinsky**  
**Secretary**  
18950 Lahey St.  
Northridge, CA 91326

**Brad Miller**  
**Board Member**  
2224 Juniper Berry Rd.  
San Rafael, CA 94903

**Marsha Miller**  
**Board Member**  
10677 Wilkins St. #5  
Los Angeles, CA 90024

**Part H - Contracts**

Provide the required information for each contract and subcontract entered into between the Registrant and any charitable organization or other entity required to be registered if the services pursuant to such contract resulted, shall result or may result in the solicitation of persons in New York State, for, by or on behalf of the respective charitable organization at any time during the past 12 months or at any time during the period related to this registration filing. (Current contracts, contracts terminated or expired during the past 12 months and multiple contracts with the same charitable organization must each be reported.) (Include any additional contract information on a separate attachment, using the same schedule format.) (Submit a copy of any specified contract not previously filed.)

<b>Name and Address of Contracting Charitable Organization or other Entity</b>	<b>Contract Period (As per Contract)</b>	<b>Brief Description of Activities/Services Provided by Registrant</b>
Gay Men's Health Crisis, Inc. The Tisch Building 119 West 24 <sup>th</sup> Street, 2 <sup>nd</sup> Floor New York, NY 10011	08/01/2009- 07/31/2010	AIDS Walk New York Fundraising walkathon
Gay Men's Health Crisis, Inc. The Tisch Building 119 West 24 <sup>th</sup> Street, 2 <sup>nd</sup> Floor New York, NY 10011	08/01/2010- 07/31/2011	AIDS Walk New York Fundraising walkathon
Gay Men's Health Crisis, Inc. The Tisch Building 119 West 24 <sup>th</sup> Street, 2 <sup>nd</sup> Floor New York, NY 10011	08/01/2011- 07/31/2012	AIDS Walk New York Fundraising walkathon



**Part A - Identification of Principal and Surety**

1. Principal's Name (exactly as specified in Part A1, Form CHAR013)  MZA Events, Inc.		3. Surety (Complete legal name of surety company)  Fidelity and Deposit Company of Maryland	
2. Mailing address of Principal (Number and street)  3550 Wilshire Blvd.	Room/Suite  890	4. Mailing address of Surety (Number and street)  One Liberty Plaza 165 Broadway	Room/Suite
City or town, state or country and ZIP + 4  Los Angeles, CA 90010		City or town, state or country and ZIP + 4  New York, NY 10006	
5. Bond number (Must be completed by Surety)  LPM0006892		6. Beginning Date of Bond (Must be completed by Surety)  08 / 31 / 2010	

**Part B - Certification - Both Signatures Required**

WE, the Principal (as specified in Part A1) and the Surety (as specified in Part A3), are held firmly bound to the Attorney General of the State of New York and any other person who may have a cause of action or claim against the Principal for any malfeasance or misfeasance in the conduct of a solicitation by the Principal as a Professional Fund Raiser, in the sum of \$10,000, to be paid to the Attorney General of the State of New York or to any other person who may have a cause of action or claim against the Principal for any malfeasance or misfeasance in the conduct of a solicitation by the Principal as a Professional Fund Raiser, and we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.

WHEREAS, the Principal has applied to the Attorney General of the State of New York for registration as a Professional Fund Raiser pursuant to Article 7-A of the Executive Law of the State of New York;

NOW, THEREFORE, the terms of this obligation shall be:

That if the Principal shall register with the Attorney General of the State of New York as a Professional Fund Raiser and if the Principal shall faithfully and honestly act as such in accordance with the law, and if the Principal shall fully comply with the provisions of Article 7-A of the Executive Law of the State of New York, and if the Principal shall fully indemnify and save harmless from loss the State of New York and any person who may have a cause of action or claim against the Principal for any malfeasance or misfeasance in the conduct of solicitation as such Professional Fund Raiser, then this obligation shall be void; otherwise it shall remain in full force and effect.

In addition, this bond shall not become void upon the first recovery thereon but may be sued upon from time to time until the full amount thereof shall have been exhausted.

This bond shall cover any cause of action or claim arising on account of the Principal's action as a Professional Fund Raiser for a period beginning on the date specified in Part A6, which shall be deemed the beginning date of the Principal's annual registration with the Attorney General, and ending exactly one year from that date, which shall be deemed the expiration date of the Principal's annual registration, pursuant to §173.1 of Article 7-A of the Executive Law of the State of New York; provided, however, the Principal and the Surety shall be liable, to the full extent of this bond, for any such cause of action or claim notice of which is presented to the Principal or to the Surety.

We, an authorized representative of the Principal and an authorized representative of the Surety, certify under the penalties for perjury, that we have reviewed this Annual Bond form, including any and all attachments, and to the best of our knowledge and belief, they are true, correct and complete in accordance with the laws of the State of New York applicable to this form.

Principal (PFR)		Rebecca A. Mirkil	Director of Finance & Administration	8/27/10
Signature of Authorized Representative	Printed Name	Title	Date	
Surety		Annie Sawh	Annie Sawh	8/24/2010
Signature of Attorney-in-Fact*	Printed Name	Title	Date	

\* Attach an original Power of Attorney form for the Surety's Attorney-in-Fact







CORPORATION ACKNOWLEDGMENT

State of CA  
County of Los Angeles

On this 27<sup>th</sup> day of August, 2010, before me personally came appeared Rebecca Ann Mirkil with whom I am personally acquainted, who, being by me duly sworn, did depose and say:

That he/she resides at 3550 Wilshire Blvd Suite #90 LA CA 90010 that he/she is the Director of Finance & Administration of the MZA Events, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the seal thereto affixed is such corporate seal; that it is so affixed by order of the Board of Directors, and that he/she signed his/her name thereto by like order.

Hye Sung Kim  
Notary Public  
County Los Angeles



**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint **Donald B. BLAIKIE, D. Nicholas BLAIKIE, Colette M. BLAIKIE, Maureen PFEFFER, Annie SAWH and Fayth VASSEUR, all of New York, New York.** EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Donald B. BLAIKIE, D. Nicholas BLAIKIE, Colette M. BLAIKIE, Maureen PFEFFER, Jane ROUSSEAU, Annie SAWH, dated October 23, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of November, A.D. 2008.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

*Theodore G. Martinez*

Eric D. Barnes      Assistant Secretary      By:      Theodore G. Martinez

State of Maryland }  
City of Baltimore } ss:

On this 18th day of November, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

Constance A. Dunn      Notary Public  
My Commission Expires: July 14, 2011



# FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

3910 KESWICK ROAD, BALTIMORE, MD 21211-2226

## Statement of Financial Condition As Of December 31, 2009

### ASSETS

Bonds .....	\$ 156,584,995
Stocks .....	22,537,672
Cash and Short Term Investments .....	9,719,598
Reinsurance Recoverable .....	9,347,241
Other Accounts Receivable .....	51,052,264
<b>TOTAL ADMITTED ASSETS .....</b>	<b>\$ 249,241,769</b>

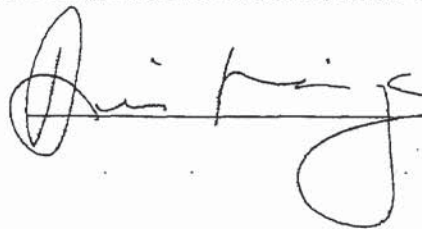
### LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses .....	\$ 76,835
Ceded Reinsurance Premiums Payable .....	58,237,612
Securities Lending Collateral Liability .....	5,511,875
<b>TOTAL LIABILITIES .....</b>	<b>\$ 63,826,322</b>
Capital Stock, Paid Up .....	\$ 5,000,000
Surplus .....	180,415,448
Surplus as regards Policyholders .....	185,415,447
<b>TOTAL .....</b>	<b>\$ 249,241,769</b>

Securities carried at \$38,385,957 in the above statement are deposited as required by law.

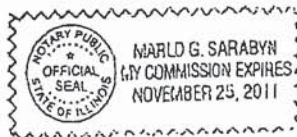
Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2009 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$247,657,513 and surplus as regards policyholders \$186,999,703.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2009.

  
Corporate Secretary

State of Illinois }  
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2010.



  
Notary Public

<b>Part A - Identification of Professional Fund Raiser (PFR)</b>			
1. Full Legal Name of Professional Fund Raiser (per the Registrant's organizing documents) <b>MZA Events, Inc.</b>		2. NYS Professional Fund Raiser ID# (if any) <b>32.53.55</b>	
3. Mailing Address (Number and Street) <b>3550 Wilshire Blvd</b>		Room/Suite <b>890</b>	4. Primary Contact <b>Rebecca Mirkil</b>
City or Town, State or Country and ZIP + 4 <b>Los Angeles, CA 90010</b>		5. Primary Contact Title <b>Director of Finance &amp; Administration</b>	
6. Main Address or Principal NYS Address (Number and Street) (if any or different from item #3) <b>446 West 33rd Street</b>		Room/Suite	7. Telephone Number <b>(213) 252-9404</b>
City or Town, State or Country and ZIP + 4 <b>New York, NY 10001</b>		8. Fax Number <b>(213) 385-0971</b>	
9. Email Address <b>rebeccam@mzaevents.com</b>		10. Name of Third Party Representative (relating to this registration and other statutory filings) <b>NONE</b>	
11. Primary Contact for Third Party (include title) <b>N/A</b>		12. Third Party Mailing Address (Number and Street) <b>N/A</b>	
Room/Suite		13. Third Party Telephone # <b>N/A</b>	14. Third Party Fax # <b>N/A</b>
City or Town, State or Country and ZIP + 4 <b>N/A</b>		15. List all other legally authorized names by which the Registrant is known (Submit a copy of all authorizing documents not previously filed.) <b>NONE</b>	

<b>Part B - Certification - Registrant's Signature Required</b>			
I, an authorized representative of the Registrant, certify under the penalties for perjury, that I have reviewed this Registration Statement, including all schedules and attachments, and to the best of my knowledge and belief, they are true, correct and complete in accordance with the laws of the State of New York applicable to this statement.			
PFR Registrant		<b>Rebecca A Mirkil</b>	<b>Director of Finance &amp; Administration</b>
	Signature	Printed Name	Title
			<b>8/29/11</b>
			Date

<b>Part C - Fee and Mailing</b>		
Statutory Fee Due: <b>\$800</b>	Submit a check or money order made payable to "NYS Department of Law".	Mail completed form with the required attachments and fee to the address at the top of this page.

<b>Part D - Solicitation Locations</b>		
1. List all addresses/telephone numbers from which the Registrant or its representatives solicits persons in New York State. (Include any additional information on a separate attachment, using the same schedule format.)		
Mailing Address (Number and Street) <b>446 West 33rd Street</b>	City or Town, State or Country and ZIP + 4 <b>New York, NY 10001</b>	Telephone Number <b>(212) 807-9255</b>
<b>04 OCT 2011</b>		

<b>FOR OFFICE USE ONLY</b>	DATE RECEIVED <b>30 AUG 2011</b>	FEE RECEIVED <b>800</b>	REGISTRATION FILING ID#	PFR ID# <b>32-53-55</b>
	REVIEWER <b>m hm</b>	ACCEPT DATE <b>10/4/11</b>	START DATE <b>8/3/11</b>	END DATE <b>8/30/12</b>





**Part F - Associations with Other Fund Raising Professionals and Charitable Organizations**

1. Has the Registrant or any representative of the Registrant been associated at any time with any of the charitable organizations disclosed in Part H in any manner other than pursuant to a contract disclosed in Part H or a contract previously filed with the New York State Attorney General's Charities Bureau?  Yes\*  No

\*If "Yes," complete the following schedule (Include any additional information on a separate attachment, using the same schedule format.)

Name	Mailing Address (number and street, room/suite, city or town, state or country and ZIP + 4)	Other Relationship to Charity
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2. Has the Registrant or any representative of the Registrant been associated at any time with any other Professional Fund Raiser or Fund Raising Counsel?  Yes\*  No

\*If "Yes," complete the following schedule (Include any additional information on a separate attachment, using the same schedule format.)

Name	Mailing Address (number and street, room/suite, city or town, state or country and ZIP + 4)	Position with Other PFR/FRC
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**Part G - Previous Conduct**

1. In connection with any fund raising activity, has the Registrant or any representative of the Registrant ever had any license, registration or permit denied, canceled, suspended or revoked, or has any official disciplinary or legal action ever been taken, or is one currently pending, against the registrant or any representative of the Registrant?  Yes\*  No

\*If "Yes," describe below (include name and address of government agency, nature of outcome and date):

2. Has the Registrant or any representative of the Registrant ever entered into any agreement with any regulatory body regarding its conduct in connection with any fund raising activity?  Yes\*  No

\*If "Yes," describe below (include name and address of government agency, nature of outcome and date):

3. Has the Registrant or any representative of the Registrant ever been convicted of or pleaded guilty to a felony or misdemeanor involving the misappropriation or misuse of the money or property of another?  Yes\*  No

\*If "Yes," describe below (include name and address of government agency, nature of outcome and date):





**Part E - Organization Structure**

2. List all officers/directors/key employees (for corporations); all managers/key employees (for LLCs); all partners/key employees (for partnerships); or all owners/key employees (for sole proprietorships and unincorporated associations). (Include any additional information on a separate attachment, using the same schedule format.)

**MZA Events, Inc. - Board of Directors**

**Craig R. Miller**  
**President & CEO**  
2805 3<sup>rd</sup> Street, #5  
Santa Monica, CA 90405

**Allan Teplinsky**  
**Secretary**  
18950 Lahey St.  
Northridge, CA 91326

**Brad Miller**  
**Board Member**  
2224 Juniper Berry Rd.  
San Rafael, CA 94903

**Marsha Miller**  
**Board Member**  
10677 Wilkins St. #5  
Los Angeles, CA 90024





**Part H - Contracts**

Provide the required information for each contract and subcontract entered into between the Registrant and any charitable organization or other entity required to be registered if the services pursuant to such contract resulted, shall result or may result in the solicitation of persons in New York State, for, by or on behalf of the respective charitable organization at any time during the past 12 months or at any time during the period related to this registration filing. (Current contracts, contracts terminated or expired during the past 12 months and multiple contracts with the same charitable organization must each be reported.) (Include any additional contract information on a separate attachment, using the same schedule format.) *(Submit a copy of any specified contract not previously filed.)*

<b>Name and Address of Contracting Charitable Organization or other Entity</b>	<b>Contract Period (As per Contract)</b>	<b>Brief Description of Activities/Services Provided by Registrant</b>
Gay Men's Health Crisis, Inc. 446 West 33 <sup>rd</sup> Street New York, NY 10001	08/01/2010- 07/31/2011	AIDS Walk New York Fundraising walkathon
Gay Men's Health Crisis, Inc. 446 West 33 <sup>rd</sup> Street New York, NY 10001	08/01/2011- 07/31/2012	AIDS Walk New York Fundraising walkathon
Gay Men's Health Crisis, Inc. 446 West 33 <sup>rd</sup> Street New York, NY 10001	08/01/2012- 07/31/2013	AIDS Walk New York Fundraising walkathon

<b>Form CHAR015</b> Article 7-A of the Executive Law	<b>Annual Bond (for Professional Fund Raisers)</b> New York State Department of Law (Office of the Attorney General) Charities Bureau The Capitol Albany, NY 12224 <a href="http://www.oag.state.ny.us/bureaus/charities/about.html">www.oag.state.ny.us/bureaus/charities/about.html</a>	<b>Open to Public Inspection</b>
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<b>Part A - Identification of Principal and Surety</b>			
1. Principal's Name (exactly as specified in Part A1, Form CHAR013)  MZA Events, Inc.		3. Surety (Complete legal name of surety company)  Fidelity and Deposit Company of Maryland	
2. Mailing address of Principal (Number and street)  3550 Wilshire Blvd.	Room/Suite  890	4. Mailing address of Surety (Number and street)  One Liberty Plaza 165 Broadway	Room/Suite
City or town, state or country and ZIP + 4  Los Angeles, CA 90010		City or town, state or country and ZIP + 4  New York, NY 10006	
5. Bond number (Must be completed by Surety)  LPM0006892		6. Beginning Date of Bond (Must be completed by Surety)  08 / 31 / 2011	

<b>Part B - Certification - Both Signatures Required</b>			
<p>WE, the Principal (as specified in Part A1) and the Surety (as specified in Part A3), are held firmly bound to the Attorney General of the State of New York and any other person who may have a cause of action or claim against the Principal for any malfeasance or misfeasance in the conduct of a solicitation by the Principal as a Professional Fund Raiser, in the sum of \$10,000, to be paid to the Attorney General of the State of New York or to any other person who may have a cause of action or claim against the Principal for any malfeasance or misfeasance in the conduct of a solicitation by the Principal as a Professional Fund Raiser, and we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.</p> <p>WHEREAS, the Principal has applied to the Attorney General of the State of New York for registration as a Professional Fund Raiser pursuant to Article 7-A of the Executive Law of the State of New York;</p> <p>NOW, THEREFORE, the terms of this obligation shall be:</p> <p>That if the Principal shall register with the Attorney General of the State of New York as a Professional Fund Raiser and if the Principal shall faithfully and honestly act as such in accordance with the law, and if the Principal shall fully comply with the provisions of Article 7-A of the Executive Law of the State of New York, and if the Principal shall fully indemnify and save harmless from loss the State of New York and any person who may have a cause of action or claim against the Principal for any malfeasance or misfeasance in the conduct of solicitation as such Professional Fund Raiser, then this obligation shall be void; otherwise it shall remain in full force and effect.</p> <p>In addition, this bond shall not become void upon the first recovery thereon but may be sued upon from time to time until the full amount thereof shall have been exhausted.</p> <p>This bond shall cover any cause of action or claim arising on account of the Principal's action as a Professional Fund Raiser for a period beginning on the date specified in Part A6, which shall be deemed the beginning date of the Principal's annual registration with the Attorney General, and ending exactly one year from that date, which shall be deemed the expiration date of the Principal's annual registration, pursuant to §173.1 of Article 7-A of the Executive Law of the State of New York; provided, however, the Principal and the Surety shall be liable, to the full extent of this bond, for any such cause of action or claim notice of which is presented to the Principal or to the Surety.</p> <p>We, an authorized representative of the Principal and an authorized representative of the Surety, certify under the penalties for perjury, that we have reviewed this Annual Bond form, including any and all attachments, and to the best of our knowledge and belief, they are true, correct and complete in accordance with the laws of the State of New York applicable to this form.</p>			
Principal (PFR)	 Signature of Authorized Representative	Rebecca Mickel Printed Name	Director of Finance & Administration Title
			8/29/11 Date
Surety	 Signature of Attorney-in-Fact*	Annie Sawh Printed Name	Attorney-in-Fact Title
			7/22/2011 Date
* Attach an original Power of Attorney form for the Surety's Attorney-in-Fact			





CORPORATION ACKNOWLEDGMENT

State of California  
County of Los Angeles

On this 29 day of August, 2011, before me personally came appeared Rebecca A. Mirril with whom I am personally acquainted, who, being by me duly sworn, did depose and say:  
That ~~he~~/she resides at 3550 Wilshire Bl. L.A. CA 90010 that ~~he~~/she is the Director of Finance & Administration of MZA Events, Inc., the corporation described in and which executed the foregoing instrument; that ~~he~~/she knows the corporate seal of said corporation; that the seal thereto affixed is such corporate seal; that it is so affixed by order of the Board of Directors, and that he/she signed his/her name thereto by like order.

Judy A. Layland  
Notary Public  
County



ACKNOWLEDGMENT OF SURETY

STATE OF NEW YORK }

COUNTY OF New York }

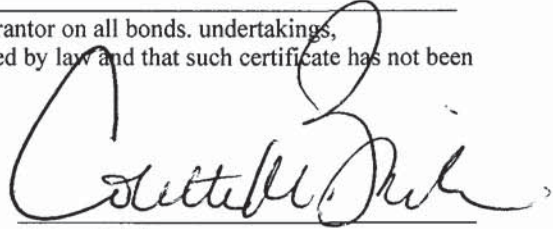
On the 22nd day of July <sup>SS:</sup> in year 2011 before me personally came

Annie Sawh to me known, who being by me duly sworn, did

depose and say that he/she resides at One Liberty Plaza - 165 Broadway, New York, N.Y., 10006,  
that he/she is the Attorney-in-Fact of Fidelity and Deposit Company of Maryland, the  
corporation described in and which executed the above instrument; that he/she knows the corporate seal of said  
corporation, that the seal affixed to such instrument is such corporate seal: that it was so affixed by order of the  
Board of Directors of said corporation, and, that he/she signed his/her name thereto by like order; and that said  
corporation is duly authorized to transact business in the State of New York in pursuance of the statutes of such  
case made and provided, that the Superintendent of insurance of the State of New York, has, pursuant to Chapter  
28 of the Consolidated Laws of the State of New York, known as the Insurance Law, issued to

Fidelity and Deposit Company of Maryland

a Certificate of Solvency and qualification to become surety or guarantor on all bonds, undertakings,  
recognizances, guaranties and other obligations required or permitted by law and that such certificate has not been  
evoked.



Notary Public

**COLETTE M. BLAIKIE**  
**Notary Public, State of New York**  
**No.1BL4989857**  
**Qualified in New York County**  
**Certificate Filed in New York County**  
**Commission Expires May 6, 2014**

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint **Donald B. BLAIKIE, D. Nicholas BLAIKIE, Colette M. BLAIKIE, Maureen PFEFFER, Annie SAWH and Fayth VASSEUR, all of New York, New York, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Donald B. BLAIKIE, D. Nicholas BLAIKIE, Colette M. BLAIKIE, Maureen PFEFFER, Jane ROUSSEAU, Annie SAWH, dated October 23, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of November, A.D. 2008.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

*Theodore G. Martinez*

Eric D. Barnes      Assistant Secretary      By:      Theodore G. Martinez

State of Maryland }  
City of Baltimore } ss:

On this 18th day of November, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

Constance A. Dunn      Notary Public  
My Commission Expires: July 14, 2011



**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

**CERTIFICATE**

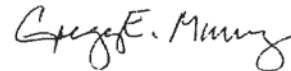
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 22nd day of July, 2011.



*Assistant Secretary*

**FIDELITY AND DEPOSIT COMPANY**

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

**Statement of Financial Condition**

As Of December 31, 2010

**ASSETS**

Bonds .....	\$ 167,717,443
Stocks .....	23,571,636
Cash and Short Term Investments .....	250,663
Reinsurance Recoverable .....	478,827
Other Accounts Receivable .....	44,516,527
<b>TOTAL ADMITTED ASSETS .....</b>	<b>\$ 236,535,096</b>

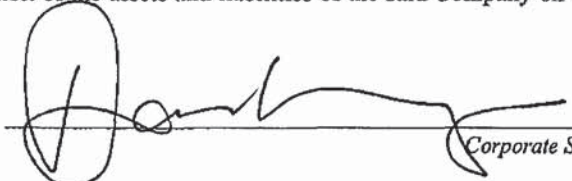
**LIABILITIES, SURPLUS AND OTHER FUNDS**

Reserve for Taxes and Expenses .....	\$ 225,295
Ceded Reinsurance Premiums Payable .....	39,963,782
Securities Lending Collateral Liability .....	3,077,700
<b>TOTAL LIABILITIES .....</b>	<b>\$ 43,266,777</b>
Capital Stock, Paid Up .....	\$ 5,000,000
Surplus .....	188,268,319
Surplus as regards Policyholders .....	193,268,319
<b>TOTAL .....</b>	<b>\$ 236,535,096</b>

Securities carried at \$45,648,865 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2010 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$245,239,534 and surplus as regards policyholders \$201,972,757.

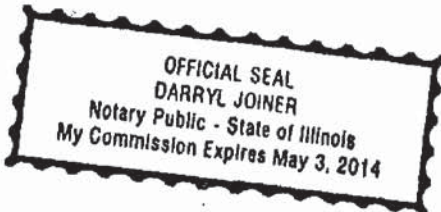
I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2010.

  
 \_\_\_\_\_  
 Corporate Secretary

State of Illinois }  
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 31st day of March, 2011.

  
 \_\_\_\_\_  
 Notary Public





**Part A - Identification of Professional Fund Raiser (PFR)**

1. Full Legal Name of Professional Fund Raiser (per the Registrant's organizing documents) <b>MZA Events, Inc.</b>		2. NYS Professional Fund Raiser ID# (if any) <b>32 53 55</b>	
3. Mailing Address (Number and Street) <b>3550 Wilshire Blvd.</b>	Room/Suite <b>890</b>	4. Primary Contact <b>Rebecca Mirkil</b>	
City or Town, State or Country and ZIP + 4 <b>Los Angeles, CA 90010</b>		5. Primary Contact Title <b>Director of Finance &amp; Administration</b>	
6. Main Address or Principal NYS Address (Number and Street) (if any or different from item #3) <b>446 West 33rd Street</b>	Room/Suite	7. Telephone Number <b>(213) 252-9404</b>	8. Fax Number <b>(213) 385-0971</b>
City or Town, State or Country and ZIP + 4 <b>New York, NY 10001</b>		9. Email Address <b>rebeccam@mzaevents.com</b>	
10. Name of Third Party Representative (relating to this registration and other statutory filings)		11. Primary Contact for Third Party (include title)	
Third Party Mailing Address (Number and Street)	Room/Suite	12. Third Party Telephone #	13. Third Party Fax #
City or Town, State or Country and ZIP + 4		14. Third Party Email Address	
15. List all other legally authorized names by which the Registrant is known ( <i>Submit a copy of all authorizing documents not previously filed.</i> )			

**Part B - Certification - Registrant's Signature Required**

I, an authorized representative of the Registrant, certify under the penalties for perjury, that I have reviewed this Registration Statement, including all schedules and attachments, and to the best of my knowledge and belief, they are true, correct and complete in accordance with the laws of the State of New York applicable to this statement.

PFR Registrant		<b>Rebecca A. Mirkil</b>	<b>Director of Finance &amp; Administration</b>	<b>8/29/12</b>
	Signature	Printed Name	Title	Date

**Part C - Fee and Mailing**

Statutory Fee Due: <b>\$800</b>	Submit a check or money order made payable to "NYS Department of Law".	Mail completed form with the required attachments and fee to the address at the top of this page.
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**Part D - Solicitation Locations**

1. List all addresses/telephone numbers from which the Registrant or its representatives solicits persons in New York State. (Include any additional information on a separate attachment, using the same schedule format.)

Mailing Address (Number and Street)	City or Town, State or Country and ZIP + 4	Telephone Number
446 West 33rd Street	New York, NY 10001	(212) 807-9255
<b>SEP 18 2012</b>		

FOR OFFICE USE ONLY	DATE RECEIVED <b>30 AUG 2012</b>	FEE RECEIVED <b>800</b>	REGISTRATION FILING ID#	PFR ID# <b>32-53-55</b>
	REVIEWER 	ACCEPT DATE <b>9/18/12</b>	START DATE <b>8/31/12</b>	END DATE <b>8/30/13</b>



**Part E - Organization Structure**

1. Incorporation/formation (Submit a copy of all organizing documents and amendments not previously filed.)

<p>a. Type of Registrant:</p> <p>Corporation ..... <input checked="" type="checkbox"/></p> <p>Limited liability company (LLC) ..... <input type="checkbox"/></p> <p>Partnership ..... <input type="checkbox"/></p> <p>Sole proprietorship ..... <input type="checkbox"/></p> <p>Unincorporated association ..... <input type="checkbox"/></p>	<p>b. Date incorporated, if a corporation or formed, if other than a corporation</p> <p style="text-align: center;">12 / 20 / 1994</p> <p>c. State/county in which incorporated or formed</p> <p style="text-align: center;">California, Los Angeles County</p>
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2. List all officers/directors/key employees (for corporations); all managers/key employees (for LLCs); all partners/key employees (for partnerships); or all owners/key employees (for sole proprietorships and unincorporated associations). (Include any additional information on a separate attachment, using the same schedule format.)

Name	Title	Mailing Address (number and street, room/suite, city or town, state or country and zip+4)
Craig R. Miller	President & CEO	2805 3rd Street #5 Santa Monica, CA 90405
Allan Teplinsky	Secretary	18950 Lahey Street Northridge, CA 91326
Brad Miller	Board Member	2224 Juniper Berry Rd. San Rafael, CA 94903
Marsha Miller	Board Member	10677 Wilkins Street #5 Los Angeles, CA 90024
Leif Green	Senior Director of Creative Services	13738 Burbank Blvd #8 Burbank, CA 91401
William Archer	Senior Director of Campaign Operations	4114 92 Ave SE Mercer Island, WA 98004
Rebecca Mirkil	Director of Finance and Administration	24671 La Vida Drive Laguna Niguel, CA 92677

**Part F - Associations with Other Fund Raising Professionals and Charitable Organizations**

1. Has the Registrant or any representative of the Registrant been associated at any time with any of the charitable organizations disclosed in Part H in any manner other than pursuant to a contract disclosed in Part H or a contract previously filed with the New York State Attorney General's Charities Bureau? .....  Yes\*  No

**\*If "Yes," complete the following schedule** (Include any additional information on a separate attachment, using the same schedule format.)

Name	Mailing Address (number and street, room/suite, city or town, state or country and ZIP + 4)	Other Relationship to Charity
	-----	
	-----	
	-----	
	-----	
	-----	

2. Has the Registrant or any representative of the Registrant been associated at any time with any other Professional Fund Raiser or Fund Raising Counsel? .....  Yes\*  No

**\*If "Yes," complete the following schedule** (Include any additional information on a separate attachment, using the same schedule format.)

Name	Mailing Address (number and street, room/suite, city or town, state or country and ZIP + 4)	Position with Other PFR/FRC
	-----	
	-----	
	-----	
	-----	
	-----	

**Part G - Previous Conduct**

1. In connection with any fund raising activity, has the Registrant or any representative of the Registrant ever had any license, registration or permit denied, canceled, suspended or revoked, or has any official disciplinary or legal action ever been taken, or is one currently pending, against the registrant or any representative of the Registrant? .....  Yes\*  No

**\*If "Yes," describe below (include name and address of government agency, nature of outcome and date):**

2. Has the Registrant or any representative of the Registrant ever entered into any agreement with any regulatory body regarding its conduct in connection with any fund raising activity? .....  Yes\*  No

**\*If "Yes," describe below (include name and address of government agency, nature of outcome and date):**

3. Has the Registrant or any representative of the Registrant ever been convicted of or pleaded guilty to a felony or misdemeanor involving the misappropriation or misuse of the money or property of another? .....  Yes\*  No

**\*If "Yes," describe below (include name and address of government agency, nature of outcome and date):**







<b>Part A - Identification of Principal and Surety</b>			
1. Principal's Name (exactly as specified in Part A1, Form CHAR013)  MZA Events, Inc.		3. Surety (Complete legal name of surety company)  Fidelity and Deposit Company of Maryland	
2. Mailing address of Principal (Number and street)  3550 Wilshire Blvd.	Room/Suite  890	4. Mailing address of Surety (Number and street) *  One Liberty Plaza 165 Broadway	Room/Suite
City or town, state or country and ZIP + 4  Los Angeles, CA 90010		City or town, state or country and ZIP + 4  New York, NY 10006	
5. Bond number (Must be completed by Surety)  LPM0006892		6. Beginning Date of Bond (Must be completed by Surety)  08 / 31 / 2012	

**Part B - Certification - Both Signatures Required**

WE, the Principal (as specified in Part A1) and the Surety (as specified in Part A3), are held firmly bound to the Attorney General of the State of New York and any other person who may have a cause of action or claim against the Principal for any malfeasance or misfeasance in the conduct of a solicitation by the Principal as a Professional Fund Raiser, in the sum of \$10,000, to be paid to the Attorney General of the State of New York or to any other person who may have a cause of action or claim against the Principal for any malfeasance or misfeasance in the conduct of a solicitation by the Principal as a Professional Fund Raiser, and we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.

WHEREAS, the Principal has applied to the Attorney General of the State of New York for registration as a Professional Fund Raiser pursuant to Article 7-A of the Executive Law of the State of New York;

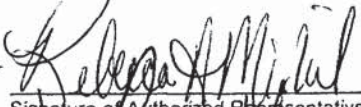
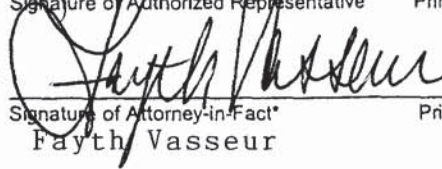
NOW, THEREFORE, the terms of this obligation shall be:

That if the Principal shall register with the Attorney General of the State of New York as a Professional Fund Raiser and if the Principal shall faithfully and honestly act as such in accordance with the law, and if the Principal shall fully comply with the provisions of Article 7-A of the Executive Law of the State of New York, and if the Principal shall fully indemnify and save harmless from loss the State of New York and any person who may have a cause of action or claim against the Principal for any malfeasance or misfeasance in the conduct of solicitation as such Professional Fund Raiser, then this obligation shall be void; otherwise it shall remain in full force and effect.

In addition, this bond shall not become void upon the first recovery thereon but may be sued upon from time to time until the full amount thereof shall have been exhausted.

This bond shall cover any cause of action or claim arising on account of the Principal's action as a Professional Fund Raiser for a period beginning on the date specified in Part A6, which shall be deemed the beginning date of the Principal's annual registration with the Attorney General, and ending exactly one year from that date, which shall be deemed the expiration date of the Principal's annual registration, pursuant to §173.1 of Article 7-A of the Executive Law of the State of New York; provided, however, the Principal and the Surety shall be liable, to the full extent of this bond, for any such cause of action or claim notice of which is presented to the Principal or to the Surety.

We, an authorized representative of the Principal and an authorized representative of the Surety, certify under the penalties for perjury, that we have reviewed this Annual Bond form, including any and all attachments, and to the best of our knowledge and belief, they are true, correct and complete in accordance with the laws of the State of New York applicable to this form.

Principal (PFR)	 Signature of Authorized Representative	Rebecca A Mickel Printed Name	Director of Finance & Administration Title	8/29/12 Date
Surety	 Signature of Attorney-in-Fact*	Fayth Vasseur Printed Name	Attorney-in-Fact Title	7/17/2012 Date

\* Attach an original Power of Attorney form for the Surety's Attorney-in-Fact



# ACKNOWLEDGMENT

State of California  
County of Los Angeles

On August 29, 2012 before me Judy A. Layland Notary Public  
(insert name and title of the officer)

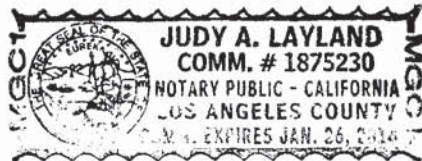
personally appeared Rebecca A. Mirkil  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Judy A. Layland (Seal)



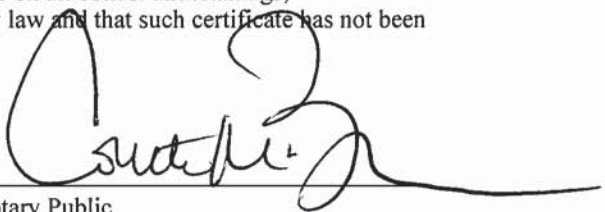


ACKNOWLEDGMENT OF SURETY

STATE OF NEW YORK }  
COUNTY OF New York }

On the 17th day of July<sup>SS:</sup> in year 2012 before me personally came  
Fayth Vasseur to me known, who being by me duly sworn, did  
depose and say that he/she resides at One Liberty Plaza - 165 Broadway, New York, N.Y., 10006 ,  
that he/she is the Attorney-in-Fact of Fidelity and Deposit Company of Maryland , the  
corporation described in and which executed the above instrument; that he/she knows the corporate seal of said  
corporation, that the seal affixed to such instrument is such corporate seal: that it was so affixed by order of the  
Board of Directors of said corporation, and, that he/she signed his/her name thereto by like order; and that said  
corporation is duly authorized to transact business in the State of New York in pursuance of the statutes of such  
case made and provided, that the Superintendent of insurance of the State of New York, has, pursuant to Chapter  
28 of the Consolidated Laws of the State of New York, known as the Insurance Law, issued to  
Fidelity and Deposit Company of Maryland

a Certificate of Solvency and qualification to become surety or guarantor on all bonds, undertakings,  
recognizances, guaranties and other obligations required or permitted by law and that such certificate has not been  
evoked.

  
\_\_\_\_\_  
Notary Public

**COLETTE M. BLAIKIE**  
Notary Public, State of New York  
No.1BL4989857  
Qualified in New York County  
Certificate Filed in New York County  
Commission Expires May 6, 2014



**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Donald B. BLAIKIE, D. Nicholas BLAIKIE, Colette M. BLAIKIE, Maureen PFEFFER, Annie SAWH and Fayth VASSEUR, all of New York, New York, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Donald B. BLAIKIE, D. Nicholas BLAIKIE, Colette M. BLAIKIE, Maureen PFEFFER, Jane ROUSSEAU, Annie SAWH, dated October 23, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of November, A.D. 2008.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

Eric D. Barnes

*Theodore G. Martinez*

By:

Theodore G. Martinez

State of Maryland }  
City of Baltimore } ss:

On this 18th day of November, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2015

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

**CERTIFICATE**

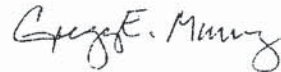
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 17th day of July, 2012.



*Assistant Secretary*



# FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

## Statement of Financial Condition

As Of December 31, 2011

### ASSETS

Bonds .....	\$ 167,477,539
Stocks .....	23,576,974
Cash and Short Term Investments .....	235,580
Reinsurance Recoverable .....	12,886,175
Other Accounts Receivable .....	39,980,988
<b>TOTAL ADMITTED ASSETS .....</b>	<b>\$ 244,157,256</b>

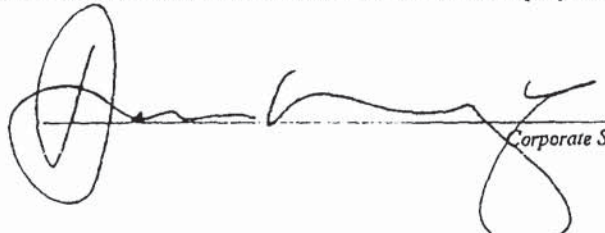
### LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses .....	\$ 127,987
Ceded Reinsurance Premiums Payable .....	48,215,682
Securities Lending Collateral Liability .....	1,022,500
<b>TOTAL LIABILITIES .....</b>	<b>\$ 49,366,169</b>
Capital Stock, Paid Up .....	\$ 5,000,000
Surplus .....	189,791,087
Surplus as regards Policyholders .....	194,791,087
<b>TOTAL .....</b>	<b>\$ 244,157,256</b>

Securities carried at \$59,049,993 in the above statement are deposited as required by law.

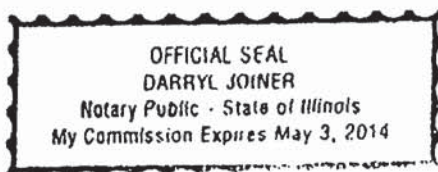
Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2011 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$253,778,028 and surplus as regards policyholders \$204,411,859.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2011.

  
Corporate Secretary

State of Illinois }  
City of Schaumburg } SS:

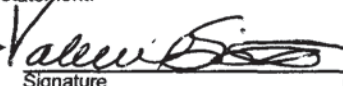
Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2012.



  
Notary Public

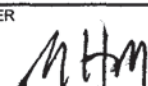


<b>Part A - Identification of Professional Fund Raiser (PFR)</b>			
1. Full Legal Name of Professional Fund Raiser (per the Registrant's organizing documents)		2. NYS Professional Fund Raiser ID# (if any)	
MZA Events, Inc.		32-53-55	
3. Mailing Address (Number and Street)		Room/Suite	4. Primary Contact
3550 Wilshire Blvd		890	Valorie Smith
City or Town, State or Country and ZIP + 4		5. Primary Contact Title	
Los Angeles, CA 90010		Dir. of Finance + Administration	
6. Main Address or Principal NYS Address (Number and Street) (if any or different from item #3)		Room/Suite	7. Telephone Number
446 West 33rd St.		6 <sup>th</sup> floor	213-252-9404
City or Town, State or Country and ZIP + 4		8. Fax Number	
New York, NY 10001		213-385-0971	
9. Email Address		10. Name of Third Party Representative (relating to this registration and other statutory filings)	
ValorieS@MZAevents.com			
11. Primary Contact for Third Party (include title)		12. Third Party Telephone #	
13. Third Party Fax #		14. Third Party Email Address	
15. List all other legally authorized names by which the Registrant is known (Submit a copy of all authorizing documents not previously filed.)			

<b>Part B - Certification - Registrant's Signature Required</b>			
I, an authorized representative of the Registrant, certify under the penalties for perjury, that I have reviewed this Registration Statement, including all schedules and attachments, and to the best of my knowledge and belief, they are true, correct and complete in accordance with the laws of the State of New York applicable to this statement.			
Director of Finance			
PFR Registrant	 Signature	Valorie Smith + Administration Printed Name	8/15/13 Date

<b>Part C - Fee and Mailing</b>		
Statutory Fee Due: <b>\$800</b>	Submit a check or money order made payable to "NYS Department of Law".	Mail completed form with the required attachments and fee to the address at the top of this page.

<b>Part D - Solicitation Locations</b>		
1. List all addresses/telephone numbers from which the Registrant or its representatives solicits persons in New York State. (Include any additional information on a separate attachment, using the same schedule format.)		
Mailing Address (Number and Street)	City or Town, State or Country and ZIP + 4	Telephone Number
446 West 33rd	New York, NY 10001	(212) 807-9255

<b>FOR OFFICE USE ONLY</b>	DATE RECEIVED <b>22 AUG 2013</b>	FEE RECEIVED <b>800</b>	REGISTRATION FILING ID#	PFR ID# <b>32-53-55</b>
	REVIEWER 	ACCEPT DATE <b>8/22/13</b>	START DATE <b>8/31/13</b>	END DATE <b>8/30/14</b>

**Part E - Organization Structure**

1. Incorporation/formation (Submit a copy of all organizing documents and amendments not previously filed.)

<p>a. Type of Registrant:</p> <p>Corporation ..... <input checked="" type="checkbox"/></p> <p>Limited liability company (LLC) ..... <input type="checkbox"/></p> <p>Partnership ..... <input type="checkbox"/></p> <p>Sole proprietorship ..... <input type="checkbox"/></p> <p>Unincorporated association ..... <input type="checkbox"/></p>	<p>b. Date incorporated, if a corporation or formed, if other than a corporation</p> <p style="text-align: center; font-size: 1.2em;">12/20/1994</p> <hr/> <p>c. State/county in which incorporated or formed</p> <p style="font-size: 1.2em;">California, Los Angeles County</p>
---	---

2. List all officers/directors/key employees (for corporations); all managers/key employees (for LLCs); all partners/key employees (for partnerships); or all owners/key employees (for sole proprietorships and unincorporated associations). (Include any additional information on a separate attachment, using the same schedule format.)

Name	Title	Mailing Address (number and street, room/suite, city or town, state or country and zip+4)
Craig R. Miller	President + CEO	2805 3rd Street #5 Santa Monica, CA 90405
Brad Miller	Boardmember	2224 Juniper Berry Rd San Rafael, CA 94903
Marsha Miller	Boardmember	10677 Wilkins St. #5 Los Angeles, CA 90024
Leif Green		13738 Burbank Blvd #8 Burbank, CA 91401
William Archer	Sr. Director of Campaign Operations	2800 Georgia Ave. Charlotte, NC 28205
Valorie Smith	Director of Finance + Administration	180 Nogal Dr. Santa Barbara, CA 93110

**Part F - Associations with Other Fund Raising Professionals and Charitable Organizations**

1. Has the Registrant or any representative of the Registrant been associated at any time with any of the charitable organizations disclosed in Part H in any manner other than pursuant to a contract disclosed in Part H or a contract previously filed with the New York State Attorney General's Charities Bureau? .....  Yes\*  No

**\*If "Yes," complete the following schedule (Include any additional information on a separate attachment, using the same schedule format.)**

Name	Mailing Address (number and street, room/suite, city or town, state or country and ZIP + 4)	Other Relationship to Charity
	-----	
	-----	
	-----	
	-----	
	-----	

2. Has the Registrant or any representative of the Registrant been associated at any time with any other Professional Fund Raiser or Fund Raising Counsel? .....  Yes\*  No

**\*If "Yes," complete the following schedule (Include any additional information on a separate attachment, using the same schedule format.)**

Name	Mailing Address (number and street, room/suite, city or town, state or country and ZIP + 4)	Position with Other PFR/FRC
	-----	
	-----	
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	-----	

**Part G - Previous Conduct**

1. In connection with any fund raising activity, has the Registrant or any representative of the Registrant ever had any license, registration or permit denied, canceled, suspended or revoked, or has any official disciplinary or legal action ever been taken, or is one currently pending, against the registrant or any representative of the Registrant? .....  Yes\*  No  
**\*If "Yes," describe below (include name and address of government agency, nature of outcome and date):**

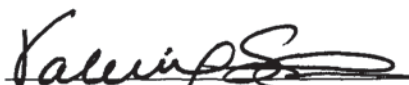

2. Has the Registrant or any representative of the Registrant ever entered into any agreement with any regulatory body regarding its conduct in connection with any fund raising activity? .....  Yes\*  No  
**\*If "Yes," describe below (include name and address of government agency, nature of outcome and date):**

3. Has the Registrant or any representative of the Registrant ever been convicted of or pleaded guilty to a felony or misdemeanor involving the misappropriation or misuse of the money or property of another? .....  Yes\*  No  
**\*If "Yes," describe below (include name and address of government agency, nature of outcome and date):**





<b>Part A - Identification of Principal and Surety</b>			
1. Principal's Name (exactly as specified in Part A1, Form CHAR013)  MZA Events, Inc.		3. Surety (Complete legal name of surety company)  Fidelity and Deposit Company of Maryland	
2. Mailing address of Principal (Number and street)  3550 Wilshire Blvd.	Room/Suite  890	4. Mailing address of Surety (Number and street)  One Liberty Plaza 165 Broadway	Room/Suite
City or town, state or country and ZIP + 4  Los Angeles, CA 90010		City or town, state or country and ZIP + 4  New York, NY 10006	
5. Bond number (Must be completed by Surety)  LPM0006892		6. Beginning Date of Bond (Must be completed by Surety)  08 / 31 / 2013	

<b>Part B - Certification - Both Signatures Required</b>			
<p>WE, the Principal (as specified in Part A1) and the Surety (as specified in Part A3), are held firmly bound to the Attorney General of the State of New York and any other person who may have a cause of action or claim against the Principal for any malfeasance or misfeasance in the conduct of a solicitation by the Principal as a Professional Fund Raiser, in the sum of \$10,000, to be paid to the Attorney General of the State of New York or to any other person who may have a cause of action or claim against the Principal for any malfeasance or misfeasance in the conduct of a solicitation by the Principal as a Professional Fund Raiser, and we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.</p> <p>WHEREAS, the Principal has applied to the Attorney General of the State of New York for registration as a Professional Fund Raiser pursuant to Article 7-A of the Executive Law of the State of New York;</p> <p>NOW, THEREFORE, the terms of this obligation shall be:</p> <p style="margin-left: 40px;">That if the Principal shall register with the Attorney General of the State of New York as a Professional Fund Raiser and if the Principal shall faithfully and honestly act as such in accordance with the law, and if the Principal shall fully comply with the provisions of Article 7-A of the Executive Law of the State of New York, and if the Principal shall fully indemnify and save harmless from loss the State of New York and any person who may have a cause of action or claim against the Principal for any malfeasance or misfeasance in the conduct of solicitation as such Professional Fund Raiser, then this obligation shall be void; otherwise it shall remain in full force and effect.</p> <p style="margin-left: 40px;">In addition, this bond shall not become void upon the first recovery thereon but may be sued upon from time to time until the full amount thereof shall have been exhausted.</p> <p style="margin-left: 40px;">This bond shall cover any cause of action or claim arising on account of the Principal's action as a Professional Fund Raiser for a period beginning on the date specified in Part A6, which shall be deemed the beginning date of the Principal's annual registration with the Attorney General, and ending exactly one year from that date, which shall be deemed the expiration date of the Principal's annual registration, pursuant to §173.1 of Article 7-A of the Executive Law of the State of New York; provided, however, the Principal and the Surety shall be liable, to the full extent of this bond, for any such cause of action or claim notice of which is presented to the Principal or to the Surety.</p> <p>We, an authorized representative of the Principal and an authorized representative of the Surety, certify under the penalties for perjury, that we have reviewed this Annual Bond form, including any and all attachments, and to the best of our knowledge and belief, they are true, correct and complete in accordance with the laws of the State of New York applicable to this form.</p>			
Principal (PFR)	 Signature of Authorized Representative	Valerie Smith Printed Name	Director of Finance and administration Title
			8/19/13 Date
Surety	 Signature of Attorney-in-Fact*	Annie Sawh Printed Name	Attorney-in-Fact Title
			8/6/2013 Date
* Attach an original Power of Attorney form for the Surety's Attorney-in-Fact			





ACKNOWLEDGMENT OF SURETY

STATE OF NEW YORK }

COUNTY OF New York }

SS:

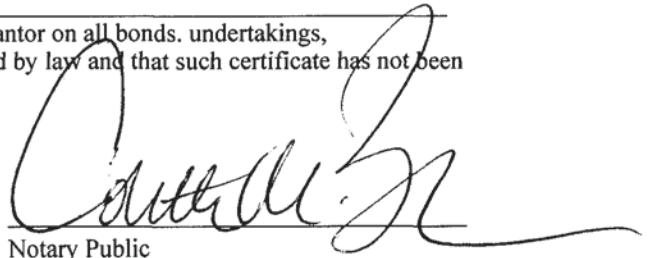
On the 6th day of August in year 2013 before me personally came

Annie Sawh to me known, who being by me duly sworn, did

depose and say that he/she resides at One Liberty Plaza - 165 Broadway, New York, N.Y., 10006,  
that he/she is the Attorney-in-Fact of Fidelity and Deposit Company of Maryland, the  
corporation described in and which executed the above instrument; that he/she knows the corporate seal of said  
corporation, that the seal affixed to such instrument is such corporate seal: that it was so affixed by order of the  
Board of Directors of said corporation, and, that he/she signed his/her name thereto by like order; and that said  
corporation is duly authorized to transact business in the State of New York in pursuance of the statutes of such  
case made and provided, that the Superintendent of insurance of the State of New York, has, pursuant to Chapter  
28 of the Consolidated Laws of the State of new York, known as the Insurance Law, issued to

Fidelity and Deposit Company of Maryland

a Certificate of Solvency and qualification to become surety or guarantor on all bonds, undertakings,  
recognizances, guaranties and other obligations required or permitted by law and that such certificate has not been  
evoked.



Notary Public

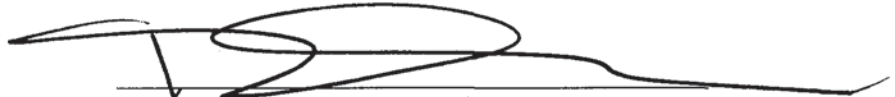
COLETTE M. BLAIKIE  
Notary Public, State of New York  
No.1BL4939857  
Qualified in New York County  
Certificate Filed in New York County  
Commission Expires May 6, 2014

CORPORATION ACKNOWLEDGMENT

State of CALIFORNIA  
County of LOS ANGELES

On this 19 day of AUGUST, 2013, before me personally came appeared VALERIE SMITH with whom I am personally acquainted, who, being by me duly sworn, did depose and say:

That he/she resides at 3550 WILSHIRE #890 that he/she is the DIRECTOR OF FINANCE AND ADMINISTRATION of MZA Events, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the seal thereto affixed is such corporate seal; that it is so affixed by order of the Board of Directors, and that he/she signed his/her name thereto by like order.



Notary Public  
County





**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Donald B. BLAIKIE, D. Nicholas BLAIKIE, Colette M. BLAIKIE, Maureen PFEFFER, Annie SAWH and Fayth VASSEUR, all of New York, New York, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 19th day of June, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*  
*Assistant Secretary*  
*Eric D. Barnes*

*James M. Carroll*  
*Vice President*  
*James M. Carroll*

State of Maryland  
City of Baltimore

On this 19th day of June, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*



Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of August, 2013.



A handwritten signature in cursive script that reads "Geoffrey Delisio".

Geoffrey Delisio, Vice President

# FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

## Statement of Financial Condition

As Of December 31, 2012

### ASSETS

Bonds .....	\$ 157,177,826
Stocks .....	23,000,311
Cash and Short Term Investments.....	119,155
Reinsurance Recoverable .....	17,923,564
Other Accounts Receivable.....	35,473,256
<b>TOTAL ADMITTED ASSETS .....</b>	<b>\$ 233,694,113</b>

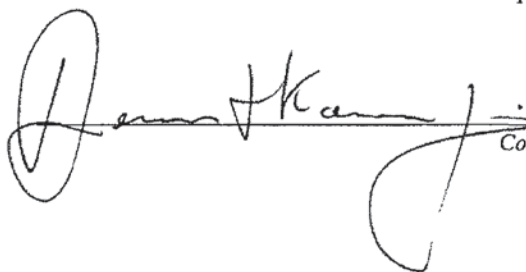
### LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses .....	\$ 74,782
Ceded Reinsurance Premiums Payable .....	48,323,524
Securities Lending Collateral Liability .....	1,716,240
<b>TOTAL LIABILITIES .....</b>	<b>\$ 50,114,546</b>
Capital Stock, Paid Up .....	\$ 5,000,000
Surplus .....	178,579,567
Surplus as regards Policyholders.....	183,579,567
<b>TOTAL .....</b>	<b>\$ 233,694,113</b>

Securities carried at \$59,468,002 in the above statement are deposited as required by law.

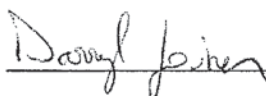
Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2012 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$243,518,971 and surplus as regards policyholders \$193,404,425.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2012.

  
Corporate Secretary

State of Illinois }  
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2013.

  
Notary Public





Form **CHAR013**

**Professional Fund Raiser Registration Statement**  
 New York State Department of Law (Office of the Attorney General)  
 Charities Bureau  
 The Capitol  
 Albany, NY 12224  
<http://www.CharitiesNYS.com>

**Open to Public Inspection****(excluding page 5)**

Article 7-A of the Executive Law

**Part A - Identification of Professional Fund Raiser (PFR)**

1. Full Legal Name of Professional Fund Raiser (per the Registrant's organizing documents)		2. NYS Professional Fund Raiser ID# (if any)	
MZA Events, Inc.		32-53-55	
3. Mailing Address (Number and Street)	Room/Suite	4. Primary Contact	
3550 Wilshire Blvd	890	Valorie Smith	
City or Town, State or Country and ZIP + 4		5. Primary Contact Title	
LA CA 90010		Dir of Finance + Admin.	
6. Main Address or Principal NYS Address (Number and Street) (if any or different from item #3)	Room/Suite	7. Telephone Number	8. Fax Number
446 W. 33rd St	6th Flr	213-252-9404	213 385-0971
City or Town, State or Country and ZIP + 4		9. Email Address	
NY NY 10001		Valories@mzaevents.com	
10. Name of Third Party Representative (relating to this registration and other statutory filings)		11. Primary Contact for Third Party (include title)	
Third Party Mailing Address (Number and Street)		12. Third Party Telephone #	13. Third Party Fax #
Room/Suite		14. Third Party Email Address	
City or Town, State or Country and ZIP + 4			
15. List all other legally authorized names by which the Registrant is known (Submit a copy of all authorizing documents not previously filed.)			

**Part B - Certification - Registrant's Signature Required**

I, an authorized representative of the Registrant, certify under the penalties for perjury, that I have reviewed this Registration Statement, including all schedules and attachments, and to the best of my knowledge and belief, they are true, correct and complete in accordance with the laws of the State of New York applicable to this statement.

PFR Registrant		Valorie Smith + Admin.	8/5/14
	Signature	Printed Name	Title Date

**Part C - Fee and Mailing**

Statutory Fee Due: <b>\$800</b>	Submit a check or money order made payable to "NYS Department of Law".	Mail completed form with the required attachments and fee to the address at the top of this page.
------------------------------------	--	---

**Part D - Solicitation Locations**

1. List all addresses/telephone numbers from which the Registrant or its representatives solicits persons in New York State. (Include any additional information on a separate attachment, using the same schedule format.)

Mailing Address (Number and Street)	City or Town, State or Country and ZIP + 4	Telephone Number
446 West 33rd St	NY NY 10001	212-807-9255

<b>FOR OFFICE USE ONLY</b>	DATE RECEIVED AUG 08 2014	FEE RECEIVED 800.00	REGISTRATION FILING ID#	PFR ID# 32-53-55
	REVIEWER KSY	ACCEPT DATE 8/8/14	START DATE 8/31/14	END DATE 8/30/15



**Part F - Associations with Other Fund Raising Professionals and Charitable Organizations**

1. Has the Registrant or any representative of the Registrant been associated at any time with any of the charitable organizations disclosed in Part H in any manner other than pursuant to a contract disclosed in Part H or a contract previously filed with the New York State Attorney General's Charities Bureau? .....  Yes\*  No

\*If "Yes," complete the following schedule (Include any additional information on a separate attachment, using the same schedule format.)

Name	Mailing Address (number and street, room/suite, city or town, state or country and ZIP + 4)	Other Relationship to Charity
	-----	
	-----	
	-----	
	-----	
	-----	

2. Has the Registrant or any representative of the Registrant been associated at any time with any other Professional Fund Raiser or Fund Raising Counsel? .....  Yes\*  No

\*If "Yes," complete the following schedule (Include any additional information on a separate attachment, using the same schedule format.)

Name	Mailing Address (number and street, room/suite, city or town, state or country and ZIP + 4)	Position with Other PFR/FRC
	-----	
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**Part G - Previous Conduct**

1. In connection with any fund raising activity, has the Registrant or any representative of the Registrant ever had any license, registration or permit denied, canceled, suspended or revoked, or has any official disciplinary or legal action ever been taken, or is one currently pending, against the registrant or any representative of the Registrant? .....  Yes\*  No  
 \*If "Yes," describe below (include name and address of government agency, nature of outcome and date):

2. Has the Registrant or any representative of the Registrant ever entered into any agreement with any regulatory body regarding its conduct in connection with any fund raising activity? .....  Yes\*  No  
 \*If "Yes," describe below (include name and address of government agency, nature of outcome and date):

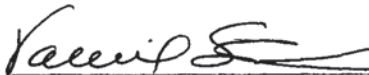
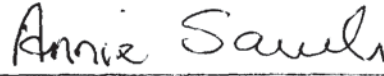
3. Has the Registrant or any representative of the Registrant ever been convicted of or pleaded guilty to a felony or misdemeanor involving the misappropriation or misuse of the money or property of another? .....  Yes\*  No  
 \*If "Yes," describe below (include name and address of government agency, nature of outcome and date):





<b>Form CHAR015</b> <small>Article 7-A of the Executive Law</small>	<b>Annual Bond (for Professional Fund Raisers)</b> New York State Department of Law (Office of the Attorney General) Charities Bureau The Capitol Albany, NY 12224 <a href="http://www.ChantiesNYS.com">http://www.ChantiesNYS.com</a>	Open to Public Inspection
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<b>Part A - Identification of Principal and Surety</b>			
1. Principal's Name (exactly as specified in Part A1, Form CHAR013)  MZA Events, Inc.		3. Surety (Complete legal name of surety company)  Fidelity and Deposit Company of Maryland	
2. Mailing address of Principal (Number and street)  3550 Wilshire Blvd.	Room/Suite  890	4. Mailing address of Surety (Number and street)  One Liberty Plaza 165 Broadway	Room/Suite
City or town, state or country and ZIP + 4  Los Angeles, CA 90010		City or town, state or country and ZIP + 4  New York, NY 10006	
5. Bond number (Must be completed by Surety)  LPM0006892		6. Beginning Date of Bond (Must be completed by Surety)  08 / 31 / 2014	

<b>Part B - Certification - Both Signatures Required</b>			
<p>WE, the Principal (as specified in Part A1) and the Surety (as specified in Part A3), are held firmly bound to the Attorney General of the State of New York and any other person who may have a cause of action or claim against the Principal for any malfeasance or misfeasance in the conduct of a solicitation by the Principal as a Professional Fund Raiser, in the sum of \$10,000, to be paid to the Attorney General of the State of New York or to any other person who may have a cause of action or claim against the Principal for any malfeasance or misfeasance in the conduct of a solicitation by the Principal as a Professional Fund Raiser, and we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.</p> <p>WHEREAS, the Principal has applied to the Attorney General of the State of New York for registration as a Professional Fund Raiser pursuant to Article 7-A of the Executive Law of the State of New York;</p> <p>NOW, THEREFORE, the terms of this obligation shall be:</p> <p>That if the Principal shall register with the Attorney General of the State of New York as a Professional Fund Raiser and if the Principal shall faithfully and honestly act as such in accordance with the law, and if the Principal shall fully comply with the provisions of Article 7-A of the Executive Law of the State of New York, and if the Principal shall fully indemnify and save harmless from loss the State of New York and any person who may have a cause of action or claim against the Principal for any malfeasance or misfeasance in the conduct of solicitation as such Professional Fund Raiser, then this obligation shall be void; otherwise it shall remain in full force and effect.</p> <p>In addition, this bond shall not become void upon the first recovery thereon but may be sued upon from time to time until the full amount thereof shall have been exhausted.</p> <p>This bond shall cover any cause of action or claim arising on account of the Principal's action as a Professional Fund Raiser for a period beginning on the date specified in Part A6, which shall be deemed the beginning date of the Principal's annual registration with the Attorney General, and ending exactly one year from that date, which shall be deemed the expiration date of the Principal's annual registration, pursuant to §173.1 of Article 7-A of the Executive Law of the State of New York; provided, however, the Principal and the Surety shall be liable, to the full extent of this bond, for any such cause of action or claim notice of which is presented to the Principal or to the Surety.</p> <p>We, an authorized representative of the Principal and an authorized representative of the Surety, certify under the penalties for perjury, that we have reviewed this Annual Bond form, including any and all attachments, and to the best of our knowledge and belief, they are true, correct and complete in accordance with the laws of the State of New York applicable to this form.</p>			
Principal (PFR)	 Signature of Authorized Representative	Valerie Smith Printed Name	Director of Finance and Administration Title
			8/15/14 Date
Surety	 Signature of Attorney-in-Fact*	Annie Sawh Printed Name	Attorney-in-Fact Title
			7/29/2014 Date
* Attach an original Power of Attorney form for the Surety's Attorney-in-Fact			

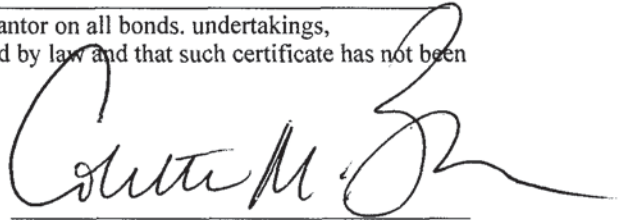
ACKNOWLEDGMENT OF SURETY

STATE OF NEW YORK }  
COUNTY OF New York }

On the 29th day of July<sup>SS:</sup> in year 2014 before me personally came

Annie Sawh to me known, who being by me duly sworn, did  
depose and say that he/she resides at One Liberty Plaza - 165 Broadway, New York, N.Y., 10006,  
that he/she is the Attorney-in-Fact of Fidelity and Deposit Company of Maryland, the  
corporation described in and which executed the above instrument; that he/she knows the corporate seal of said  
corporation, that the seal affixed to such instrument is such corporate seal: that it was so affixed by order of the  
Board of Directors of said corporation, and, that he/she signed his/her name thereto by like order; and that said  
corporation is duly authorized to transact business in the State of New York in pursuance of the statutes of such  
case made and provided, that the Superintendent of insurance of the State of New York, has, pursuant to Chapter  
28 of the Consolidated Laws of the State of new York, known as the Insurance Law, issued to  
Fidelity and Deposit Company of Maryland

a Certificate of Solvency and qualification to become surety or guarantor on all bonds, undertakings,  
recognizances, guaranties and other obligations required or permitted by law and that such certificate has not been  
evoked.



Notary Public

**COLETTE M. BLAIKIE**  
Notary Public, State of New York  
No. 1BL4989857  
Qualified in New York County  
Certificate Filed in New York County  
Commission Expires May 6, 2018

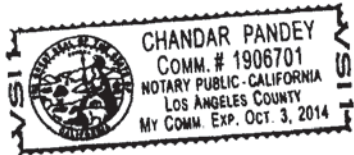


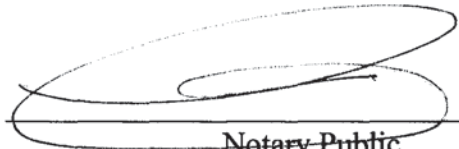
**CORPORATION ACKNOWLEDGMENT**

State of California  
County of Los Angeles

On this 5th day of August 2014, before me personally came appeared Smety Volodimirov with whom I am personally acquainted, who, being by me duly sworn, did depose and say:

That he/she resides at 180 Noyah Dr Santa Barbara that he/she is the Director of Procure of MZA Events, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the seal thereto affixed is such corporate seal; that it is so affixed by order of the Board of Directors, and that he/she signed his/her name thereto by like order.



  
\_\_\_\_\_  
Notary Public  
County

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GEOFFREY DELISIO, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Donald B. BLAIKIE, D. Nicholas BLAIKIE, Colette M. BLAIKIE, Annie SAWH and Fayth VASSEUR, all of New York, New York, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 30th day of October, A.D. 2013.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*  
*Assistant Secretary*  
*Eric D. Barnes*

*Geoffrey Delisio*  
*Vice President*  
*Geoffrey Delisio*

State of Maryland  
City of Baltimore

On this 30th day of October, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GEOFFREY DELISIO, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*



Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015

**FIDELITY AND DEPOSIT COMPANY**

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

**Statement of Financial Condition**

As Of December 31, 2013

**ASSETS**

Bonds.....	\$ 139,272,722
Stocks .....	22,258,887
Cash and Short Term Investments.....	6,595,113
Reinsurance Recoverable .....	17,970,134
Other Accounts Receivable .....	33,409,916
<b>TOTAL ADMITTED ASSETS.....</b>	<b>\$ 219,506,772</b>

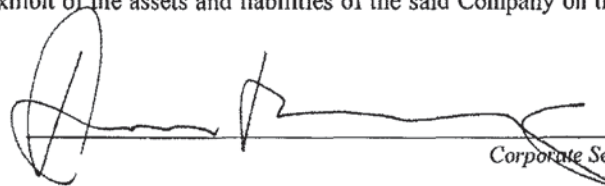
**LIABILITIES, SURPLUS AND OTHER FUNDS**

Reserve for Taxes and Expenses .....	\$ 1,787,480
Ceded Reinsurance Premiums Payable.....	42,146,005
Securities Lending Collateral Liability.....	6,613,750
<b>TOTAL LIABILITIES .....</b>	<b>\$ 50,547,235</b>
Capital Stock, Paid Up.....	\$ 5,000,000
Surplus.....	163,959,537
Surplus as regards Policyholders .....	168,959,537
<b>TOTAL.....</b>	<b>\$ 219,506,772</b>

Securities carried at \$58,378,690 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2013 would be \$223,222,696 and surplus as regards policyholders \$172,675,461.

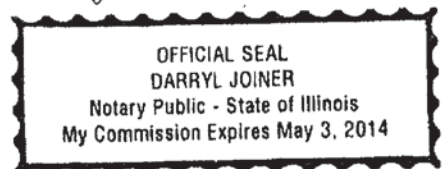
I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2013.

  
 \_\_\_\_\_  
 Corporate Secretary

State of Illinois }  
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2014.

  
 \_\_\_\_\_  
 Notary Public





**Part A - Identification of Professional Fund Raiser (PFR)**

1. Full Legal Name of Professional Fund Raiser (per the Registrant's organizing documents)		2. NYS Professional Fund Raiser ID# (if any)	
MZA Events, Inc		32-53-55	
3. Mailing Address (Number and Street)	Room/Suite	4. Primary Contact	
3550 Wilshire Blvd	890	Valorie Smith	
City or Town, State or Country and ZIP + 4		5. Primary Contact Title	
LA CA 90010		Dir of Finance + Admin.	
6. Main Address or Principal NYS Address (Number and Street) (if any or different from item #3)	Room/Suite	7. Telephone Number	8. Fax Number
446 W. 33rd St	6th Fl	212 252 9904	<del>213</del> 385-0971
City or Town, State or Country and ZIP + 4		9. Email Address	
NY NY 10001		Valorie.S@MZAEvents.com	
10. Name of Third Party Representative (relating to this registration and other statutory filings)		11. Primary Contact for Third Party (include title)	
Third Party Mailing Address (Number and Street)		12. Third Party Telephone #	13. Third Party Fax #
Room/Suite		14. Third Party Email Address	
City or Town, State or Country and ZIP + 4			
15. List all other legally authorized names by which the Registrant is known (Submit a copy of all authorizing documents not previously filed.)			

**Part B - Certification - Registrant's Signature Required**

I, an authorized representative of the Registrant, certify under the penalties for perjury, that I have reviewed this Registration Statement, including all schedules and attachments, and to the best of my knowledge and belief, they are true, correct and complete in accordance with the laws of the State of New York applicable to this statement.

PFR Registrant		Valorie Smith	Director of Finance + Admin
	Signature	Printed Name	Title
			8/25/15
			Date

**Part C - Fee and Mailing**

Statutory Fee Due: <b>\$800</b>	Submit a check or money order made payable to "NYS Department of Law".	Mail completed form with the required attachments and fee to the address at the top of this page.
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**Part D - Solicitation Locations**

1. List all addresses/telephone numbers from which the Registrant or its representatives solicits persons in New York State. (Include any additional information on a separate attachment, using the same schedule format.)

Mailing Address (Number and Street)	City or Town, State or Country and ZIP + 4	Telephone Number
446 W. 33rd St 6th Fl	NY NY 10001	212 807 9255

FOR OFFICE USE ONLY	DATE RECEIVED	FEE RECEIVED	REGISTRATION FILING ID#	PFR ID#
	AUG 27 2015	800.00		32-53-55
	REVIEWER	ACCEPT DATE	START DATE	END DATE
	KSY	8/2/15	8/31/15	8/30/16





**Part F - Associations with Other Fund Raising Professionals and Charitable Organizations**

1. Has the Registrant or any representative of the Registrant been associated at any time with any of the charitable organizations disclosed in Part H in any manner other than pursuant to a contract disclosed in Part H or a contract previously filed with the New York State Attorney General's Charities Bureau? .....  Yes\*  No

\*If "Yes," complete the following schedule (Include any additional information on a separate attachment, using the same schedule format.)

Name	Mailing Address (number and street, room/suite, city or town, state or country and ZIP + 4)	Other Relationship to Charity
	-----	
	-----	
	-----	
	-----	
	-----	

2. Has the Registrant or any representative of the Registrant been associated at any time with any other Professional Fund Raiser or Fund Raising Counsel? .....  Yes\*  No

\*If "Yes," complete the following schedule (Include any additional information on a separate attachment, using the same schedule format.)

Name	Mailing Address (number and street, room/suite, city or town, state or country and ZIP + 4)	Position with Other PFR/FRC
	-----	
	-----	
	-----	
	-----	
	-----	

**Part G - Previous Conduct**

1. In connection with any fund raising activity, has the Registrant or any representative of the Registrant ever had any license, registration or permit denied, canceled, suspended or revoked, or has any official disciplinary or legal action ever been taken, or is one currently pending, against the registrant or any representative of the Registrant? .....  Yes\*  No  
 \*If "Yes," describe below (include name and address of government agency, nature of outcome and date):

2. Has the Registrant or any representative of the Registrant ever entered into any agreement with any regulatory body regarding its conduct in connection with any fund raising activity? .....  Yes\*  No  
 \*If "Yes," describe below (include name and address of government agency, nature of outcome and date):

3. Has the Registrant or any representative of the Registrant ever been convicted of or pleaded guilty to a felony or misdemeanor involving the misappropriation or misuse of the money or property of another? .....  Yes\*  No  
 \*If "Yes," describe below (include name and address of government agency, nature of outcome and date):



**Part H - Contracts**

Provide the required information for each contract and subcontract entered into between the Registrant and any charitable organization or other entity required to be registered if the services pursuant to such contract resulted, shall result or may result in the solicitation of persons in New York State, for, by or on behalf of the respective charitable organization at any time during the past 12 months or at any time during the period related to this registration filing. (Current contracts, contracts terminated or expired during the past 12 months and multiple contracts with the same charitable organization must each be reported.) (Include any additional contract information on a separate attachment, using the same schedule format.) (Submit a copy of any specified contract not previously filed.)

Name of Contracting Charity	Contracting Charity's NYS Registration # (ID#)	Contract Period	Brief Description of the Activities/Services Provided by the Registrant
✓ GMHC ✓ 446 W 33rd St NY NY 10001	03.14.50	Start: 08/01/2014 End: 07/31/2015	AIDS Walk NY fundraising walkathon
	03.14.50	Start: 08/01/2015 End: <del>08</del> 07/31/2016	"
		Start: ___/___/___ End: ___/___/___	
		Start: ___/___/___ End: ___/___/___	
		Start: ___/___/___ End: ___/___/___	
		Start: ___/___/___ End: ___/___/___	
		Start: ___/___/___ End: ___/___/___	
		Start: ___/___/___ End: ___/___/___	
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		Start: ___/___/___ End: ___/___/___	
		Start: ___/___/___ End: ___/___/___	
		Start: ___/___/___ End: ___/___/___	
		Start: ___/___/___ End: ___/___/___	
		Start: ___/___/___ End: ___/___/___	
		Start: ___/___/___ End: ___/___/___	
		Start: ___/___/___ End: ___/___/___	

**Part A - Identification of Principal and Surety**

1. Principal's Name (exactly as specified in Part A1, Form CHAR013) MZA Events, Inc.		3. Surety (Complete legal name of surety company) Fidelity and Deposit Company of Maryland	
2. Mailing address of Principal (Number and street) 3550 Wilshire Blvd.	Room/Suite 890	4. Mailing address of Surety (Number and street) One Liberty Plaza 165 Broadway	Room/Suite
City or town, state or country and ZIP + 4 Los Angeles, CA 90010		City or town, state or country and ZIP + 4 New York, NY 10006	
5. Bond number (Must be completed by Surety) LPM0006892		6. Beginning Date of Bond (Must be completed by Surety) 08 / 31 / 2015	

**Part B - Certification - Both Signatures Required**

WE, the Principal (as specified in Part A1) and the Surety (as specified in Part A3), are held firmly bound to the Attorney General of the State of New York and any other person who may have a cause of action or claim against the Principal for any malfeasance or misfeasance in the conduct of a solicitation by the Principal as a Professional Fund Raiser, in the sum of \$10,000, to be paid to the Attorney General of the State of New York or to any other person who may have a cause of action or claim against the Principal for any malfeasance or misfeasance in the conduct of a solicitation by the Principal as a Professional Fund Raiser, and we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.

WHEREAS, the Principal has applied to the Attorney General of the State of New York for registration as a Professional Fund Raiser pursuant to Article 7-A of the Executive Law of the State of New York;

NOW, THEREFORE, the terms of this obligation shall be:

That if the Principal shall register with the Attorney General of the State of New York as a Professional Fund Raiser and if the Principal shall faithfully and honestly act as such in accordance with the law, and if the Principal shall fully comply with the provisions of Article 7-A of the Executive Law of the State of New York, and if the Principal shall fully indemnify and save harmless from loss the State of New York and any person who may have a cause of action or claim against the Principal for any malfeasance or misfeasance in the conduct of solicitation as such Professional Fund Raiser, then this obligation shall be void; otherwise it shall remain in full force and effect.

In addition, this bond shall not become void upon the first recovery thereon but may be sued upon from time to time until the full amount thereof shall have been exhausted.

This bond shall cover any cause of action or claim arising on account of the Principal's action as a Professional Fund Raiser for a period beginning on the date specified in Part A6, which shall be deemed the beginning date of the Principal's annual registration with the Attorney General, and ending exactly one year from that date, which shall be deemed the expiration date of the Principal's annual registration, pursuant to §173.1 of Article 7-A of the Executive Law of the State of New York; provided, however, the Principal and the Surety shall be liable, to the full extent of this bond, for any such cause of action or claim notice of which is presented to the Principal or to the Surety.

We, an authorized representative of the Principal and an authorized representative of the Surety, certify under the penalties for perjury, that we have reviewed this Annual Bond form, including any and all attachments, and to the best of our knowledge and belief, they are true, correct and complete in accordance with the laws of the State of New York applicable to this form.

Principal (PFR)		Valerie C. Smith	Director of Finance & Admin	8/25/15
	Signature of Authorized Representative	Printed Name	Title	Date
Surety		Annie Sawh	Attorney-in-Fact	7/21/2015
	Signature of Attorney-in-Fact*	Printed Name	Title	Date

\* Attach an original Power of Attorney form for the Surety's Attorney-in-Fact

ACKNOWLEDGMENT OF SURETY

STATE OF NEW YORK }

COUNTY OF New York }

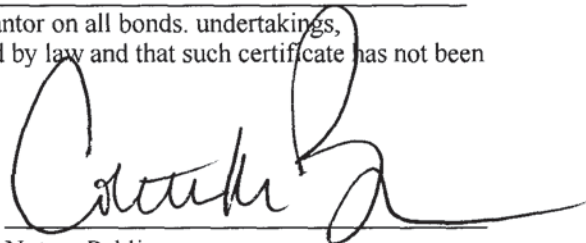
On the 21st day of July <sup>SS:</sup> in year 2015 before me personally came  
Annie Sawh

to me known, who being by me duly sworn, did

depose and say that he/she resides at One Liberty Plaza - 165 Broadway, New York, N.Y., 10006,  
that he/she is the Attorney-in-Fact of Fidelity and Deposit Company of Maryland, the  
corporation described in and which executed the above instrument; that he/she knows the corporate seal of said  
corporation, that the seal affixed to such instrument is such corporate seal: that it was so affixed by order of the  
Board of Directors of said corporation, and, that he/she signed his/her name thereto by like order; and that said  
corporation is duly authorized to transact business in the State of New York in pursuance of the statutes of such  
case made and provided, that the Superintendent of insurance of the State of New York, has, pursuant to Chapter  
28 of the Consolidated Laws of the State of new York, known as the Insurance Law, issued to

Fidelity and Deposit Company of Maryland

a Certificate of Solvency and qualification to become surety or guarantor on all bonds, undertakings,  
recognizances, guaranties and other obligations required or permitted by law and that such certificate has not been  
evoked.



Notary Public

**COLETTE M. BLAIKIE**  
**Notary Public, State of New York**  
**No.1BL4989857**  
**Qualified in New York County**  
**Certificate Filed in New York County**  
**Commission Expires May 6, 2018**



**CORPORATION ACKNOWLEDGMENT**

State of \_\_\_\_\_  
County of \_\_\_\_\_

*See CA-Jurat cert  
& Form Char 013 for  
Title.*

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came appeared \_\_\_\_\_ with whom I am personally acquainted, who, being by me duly sworn, did depose and say:

That he/she resides at \_\_\_\_\_ that he/she is the \_\_\_\_\_ of **MZA Events, Inc.**, the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the seal thereto affixed is such corporate seal; that it is so affixed by order of the Board of Directors, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public  
County

# California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SANTA BARBARA

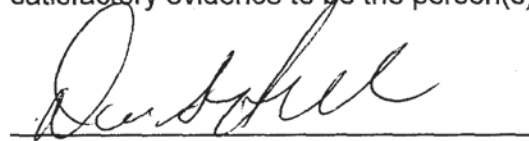
S.S.

Subscribed and sworn to (or affirmed) before me on this 26 day of August,  
Month:

2015, by Valorie L. Smith and  
Name of Signer (1)

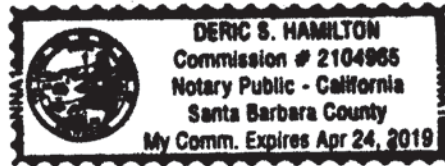
N/A, proved to me on the basis of  
Name of Signer (2)

satisfactory evidence to be the person(s) who appeared before me.

  
Signature of Notary Public

Deric S. Hamilton Comm# 2104965 Exp 4-24-19

For other required information (Notary Name, Commission No. etc.)



Seal

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The certificate is attached to a document titled/for the purpose of

Professional fund Raiser Reg. Statement  
Char 013 Form

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

### Additional Information

#### Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification  credible witness(es)

Notarial event is detailed in notary journal on:

Page # 89 Entry # 1

Notary contact: Deric S. Hamilton

Other 805-563-6455

Affiant(s) Thumbprint(s)  Describe: \_\_\_\_\_

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GEOFFREY DELISIO, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Donald B. BLAIKIE, D. Nicholas BLAIKIE, Colette M. BLAIKIE, Annie SAWH and Fayth VASSEUR, all of New York, New York, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 30th day of October, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*  
*Assistant Secretary*  
*Eric D. Barnes*

*Geoffrey Delisio*  
*Vice President*  
*Geoffrey Delisio*

State of Maryland  
City of Baltimore

On this 30th day of October, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GEOFFREY DELISIO, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*



Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015



# FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

## Statement of Financial Condition

As Of December 31, 2014

### ASSETS

Bonds.....	\$ 142,720,308
Stocks .....	21,816,223
Cash and Short Term Investments .....	2,077,768
Reinsurance Recoverable .....	10,375,303
Other Accounts Receivable .....	46,778,921
<b>TOTAL ADMITTED ASSETS .....</b>	<b>\$ 223,768,523</b>

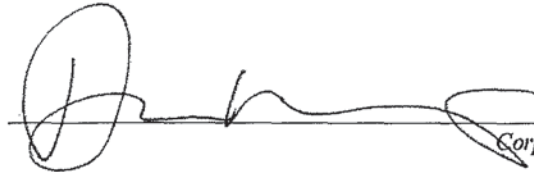
### LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses .....	\$ 1,321,332
Ceded Reinsurance Premiums Payable.....	49,965,411
Securities Lending Collateral Liability .....	4,009,064
<b>TOTAL LIABILITIES .....</b>	<b>\$ 55,295,807</b>
Capital Stock, Paid Up.....	\$ 5,000,000
Surplus.....	163,472,717
Surplus as regards Policyholders.....	168,472,716
<b>TOTAL.....</b>	<b>\$ 223,768,523</b>

Securities carried at \$58,191,540 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2014 would be \$227,936,393 and surplus as regards policyholders \$172,640,586.

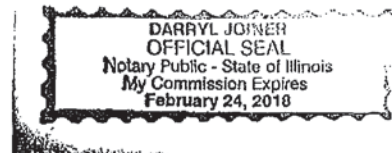
I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2014.

  
Corporate Secretary

State of Illinois }  
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2015.

  
Notary Public



**Part A - Identification of Professional Fund Raiser (PFR)**

1. Full Legal Name of Professional Fund Raiser (per the Registrant's organizing documents)		2. NYS Professional Fund Raiser ID# (if any)	
MZA Events, Inc		32-53-55	
3. Mailing Address (Number and Street)	Room/Suite	4. Primary Contact	
3550 Wilshire Blvd	890	Valorie Smith	
City or Town, State or Country and ZIP + 4		5. Primary Contact Title	
LA CA 90010		Dir. of Finance + Admin	
6. Main Address or Principal NYS Address (Number and Street) (if any or different from item #3)	Room/Suite	7. Telephone Number	8. Fax Number
446 W. 33rd St.	6th fl	213 252-9404	213 385-0971
City or Town, State or Country and ZIP + 4		9. Email Address	
NY NY 10001		ValorieS@MZAEvents.com	
10. Name of Third Party Representative (relating to this registration and other statutory filings)		11. Primary Contact for Third Party (include title)	
Third Party Mailing Address (Number and Street)		12. Third Party Telephone #	13. Third Party Fax #
Room/Suite		14. Third Party Email Address	
City or Town, State or Country and ZIP + 4			
15. List all other legally authorized names by which the Registrant is known (Submit a copy of all authorizing documents not previously filed.)			

**Part B - Certification - Registrant's Signature Required**

I, an authorized representative of the Registrant, certify under the penalties for perjury, that I have reviewed this Registration Statement, including all schedules and attachments, and to the best of my knowledge and belief, they are true, correct and complete in accordance with the laws of the State of New York applicable to this statement.

PFR Registrant		Valorie Smith	Director of Finance + Admin
	Signature	Printed Name	Title
			Date
			8/25/15

**Part C - Fee and Mailing**

Statutory Fee Due: <b>\$800</b>	Submit a check or money order made payable to "NYS Department of Law".	Mail completed form with the required attachments and fee to the address at the top of this page.
------------------------------------	--	---

**Part D - Solicitation Locations**

1. List all addresses/telephone numbers from which the Registrant or its representatives solicits persons in New York State. (Include any additional information on a separate attachment, using the same schedule format.)

Mailing Address (Number and Street)	City or Town, State or Country and ZIP + 4	Telephone Number
446 W. 33rd St. 6th Fl	NY NY 10001	212 807 9255

FOR OFFICE USE ONLY	DATE RECEIVED <b>SEP 01 2016</b>	FEE RECEIVED <b>800.00</b>	REGISTRATION FILING ID#	PFR ID# <b>32-53-55</b>
	REVIEWER <b>JP</b>	ACCEPT DATE <b>11/4/16</b>	START DATE <b>8/31/16</b>	END DATE <b>8/30/17</b>





**Part F - Associations with Other Fund Raising Professionals and Charitable Organizations**

1. Has the Registrant or any representative of the Registrant been associated at any time with any of the charitable organizations disclosed in Part H in any manner other than pursuant to a contract disclosed in Part H or a contract previously filed with the New York State Attorney General's Charities Bureau? .....  Yes\*  No

\*If "Yes," complete the following schedule (Include any additional information on a separate attachment, using the same schedule format.)

Name	Mailing Address (number and street, room/suite, city or town, state or country and ZIP + 4)	Other Relationship to Charity
	-----	
	-----	
	-----	
	-----	
	-----	

2. Has the Registrant or any representative of the Registrant been associated at any time with any other Professional Fund Raiser or Fund Raising Counsel? .....  Yes\*  No

\*If "Yes," complete the following schedule (Include any additional information on a separate attachment, using the same schedule format.)

Name	Mailing Address (number and street, room/suite, city or town, state or country and ZIP + 4)	Position with Other PFR/FRC
	-----	
	-----	
	-----	
	-----	
	-----	

**Part G - Previous Conduct**

1. In connection with any fund raising activity, has the Registrant or any representative of the Registrant ever had any license, registration or permit denied, canceled, suspended or revoked, or has any official disciplinary or legal action ever been taken, or is one currently pending, against the registrant or any representative of the Registrant? .....  Yes\*  No  
 \*If "Yes," describe below (include name and address of government agency, nature of outcome and date):

2. Has the Registrant or any representative of the Registrant ever entered into any agreement with any regulatory body regarding its conduct in connection with any fund raising activity? .....  Yes\*  No  
 \*If "Yes," describe below (include name and address of government agency, nature of outcome and date):

3. Has the Registrant or any representative of the Registrant ever been convicted of or pleaded guilty to a felony or misdemeanor involving the misappropriation or misuse of the money or property of another? .....  Yes\*  No  
 \*If "Yes," describe below (include name and address of government agency, nature of outcome and date):



<b>Part A - Identification of Principal and Surety</b>			
1. Principal's Name (exactly as specified in Part A1, Form CHAR013)		3. Surety (Complete legal name of surety company)	
MZA Events, Inc.		Fidelity and Deposit Company of Maryland	
2. Mailing address of Principal (Number and street)	Room/Suite	4. Mailing address of Surety (Number and street)	Room/Suite
3550 Wilshire Blvd.	890	One Liberty Plaza 165 Broadway	
City or town, state or country and ZIP + 4		City or town, state or country and ZIP + 4	
Los Angeles, CA 90010		New York, NY 10006	
5. Bond number (Must be completed by Surety)		6. Beginning Date of Bond (Must be completed by Surety)	
LPM0006892		08 , 31 , 2016	

**Part B - Certification - Both Signatures Required**

WE, the Principal (as specified in Part A1) and the Surety (as specified in Part A3), are held firmly bound to the Attorney General of the State of New York and any other person who may have a cause of action or claim against the Principal for any malfeasance or misfeasance in the conduct of a solicitation by the Principal as a Professional Fund Raiser, in the sum of \$10,000, to be paid to the Attorney General of the State of New York or to any other person who may have a cause of action or claim against the Principal for any malfeasance or misfeasance in the conduct of a solicitation by the Principal as a Professional Fund Raiser, and we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.

WHEREAS, the Principal has applied to the Attorney General of the State of New York for registration as a Professional Fund Raiser pursuant to Article 7-A of the Executive Law of the State of New York;

NOW, THEREFORE, the terms of this obligation shall be:

That if the Principal shall register with the Attorney General of the State of New York as a Professional Fund Raiser and if the Principal shall faithfully and honestly act as such in accordance with the law, and if the Principal shall fully comply with the provisions of Article 7-A of the Executive Law of the State of New York, and if the Principal shall fully indemnify and save harmless from loss the State of New York and any person who may have a cause of action or claim against the Principal for any malfeasance or misfeasance in the conduct of solicitation as such Professional Fund Raiser, then this obligation shall be void; otherwise it shall remain in full force and effect.

In addition, this bond shall not become void upon the first recovery thereon but may be sued upon from time to time until the full amount thereof shall have been exhausted.

This bond shall cover any cause of action or claim arising on account of the Principal's action as a Professional Fund Raiser for a period beginning on the date specified in Part A6, which shall be deemed the beginning date of the Principal's annual registration with the Attorney General, and ending exactly one year from that date, which shall be deemed the expiration date of the Principal's annual registration, pursuant to §173.1 of Article 7-A of the Executive Law of the State of New York; provided, however, the Principal and the Surety shall be liable, to the full extent of this bond, for any such cause of action or claim notice of which is presented to the Principal or to the Surety.

We, an authorized representative of the Principal and an authorized representative of the Surety, certify under the penalties for perjury, that we have reviewed this Annual Bond form, including any and all attachments, and to the best of our knowledge and belief, they are true, correct and complete in accordance with the laws of the State of New York applicable to this form.

Principal (PFR)		Valerie L. Smith	Director of Finance + Admin
	Signature of Authorized Representative	Printed Name	Title
Surety		Annie Sawh	Attorney-in-Fact
	Signature of Attorney-in-Fact*	Printed Name	Title
	* Attach an original Power of Attorney form for the Surety's Attorney-in-Fact		Date
			7/19/2016



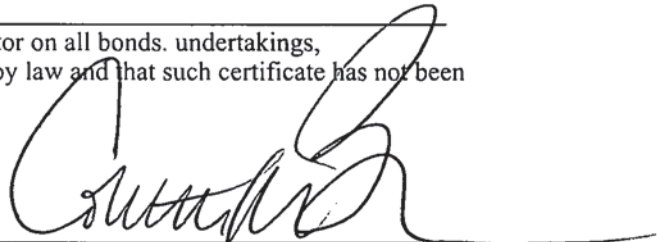
ACKNOWLEDGMENT OF SURETY

STATE OF NEW YORK }  
COUNTY OF New York }

SS:  
On the 19th day of July in year 2016 before me personally came

Annie Sawh to me known, who being by me duly sworn, did  
depose and say that he/she resides at One Liberty Plaza - 165 Broadway, New York, N.Y., 10006,  
that he/she is the Attorney-in-Fact of Fidelity and Deposit Company of Maryland, the  
corporation described in and which executed the above instrument; that he/she knows the corporate seal of said  
corporation, that the seal affixed to such instrument is such corporate seal: that it was so affixed by order of the  
Board of Directors of said corporation, and, that he/she signed his/her name thereto by like order; and that said  
corporation is duly authorized to transact business in the State of New York in pursuance of the statutes of such  
case made and provided, that the Superintendent of insurance of the State of New York, has, pursuant to Chapter  
28 of the Consolidated Laws of the State of new York, known as the Insurance Law, issued to  
Fidelity and Deposit Company of Maryland

a Certificate of Solvency and qualification to become surety or guarantor on all bonds, undertakings,  
recognizances, guaranties and other obligations required or permitted by law and that such certificate has not been  
evoked.



Notary Public

**COLETTE M. BLAIKIE**  
Notary Public, State of New York  
No.1BL4989857  
Qualified in New York County  
Certificate Filed in New York County  
Commission Expires May 6, 2018

**CORPORATION ACKNOWLEDGMENT**

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came appeared \_\_\_\_\_ with whom I am personally acquainted, who, being by me duly sworn, did depose and say:  
That he/she resides at \_\_\_\_\_ that he/she is the \_\_\_\_\_ of **MZA Events, Inc.** the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the seal thereto affixed is such corporate seal; that it is so affixed by order of the Board of Directors, and that he/she signed his/her name thereto by like order.

PLEASE SEE ATTACHED  
NOTARIZATION  
AT THE BACK

\_\_\_\_\_  
Notary Public  
County

# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

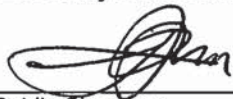
County of Los Angeles }

On August 30, 2016 before me, LYNER B. NUEVO, Notary Public  
(Here insert name and title of the officer)

personally appeared \*Valorie Laura Smith\*  
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

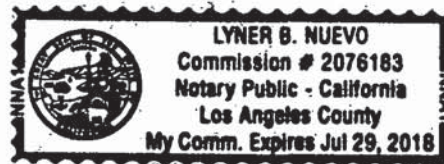
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

#### DESCRIPTION OF THE ATTACHED DOCUMENT

Professional Fund Raiser Registration -

(Title or description of attached document)

Statement (Form CHAR013)

(Title or description of attached document continued)

Number of Pages 10 Document Date 8-30-16

#### CAPACITY CLAIMED BY THE SIGNER

Individual (✓)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



STAMP  
LYNER S. NUEVO  
Commission # 2076123  
Notary Public - California  
Los Angeles County  
My Comm. Expires Jul 29, 2018



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **D. Nicholas BLAIKIE, Colette M. BLAIKIE, Annie SAWH and Fayth VASSEUR, all of New York, New York, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of November, A.D. 2015:

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*  
*Secretary*  
*Eric D. Barnes*

*Michael Bond*  
*Vice President*  
*Michael Bond*

State of Maryland  
County of Baltimore

On this 18th day of November, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19 day of July, 2016



A handwritten signature in cursive script, reading "Thomas O. McClellan".

Thomas O. McClellan, Vice President



**FIDELITY AND DEPOSIT COMPANY**

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

**Statement of Financial Condition**

As Of December 31, 2015

**ASSETS**

Bonds .....	\$ 142,878,497
Stocks .....	22,315,096
Cash and Short Term Investments.....	337,835
Reinsurance Recoverable .....	24,731,651
Other Accounts Receivable.....	19,935,844
<b>TOTAL ADMITTED ASSETS .....</b>	<b>\$ 210,198,923</b>

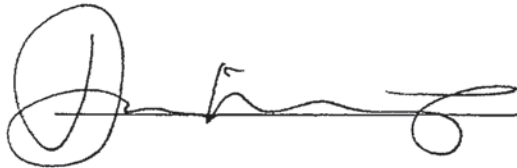
**LIABILITIES, SURPLUS AND OTHER FUNDS**

Reserve for Taxes and Expenses.....	\$ 46,436
Ceded Reinsurance Premiums Payable .....	40,456,309
Securities Lending Collateral Liability .....	0
<b>TOTAL LIABILITIES .....</b>	<b>\$ 40,502,745</b>
Capital Stock, Paid Up .....	\$ 5,000,000
Surplus .....	164,696,178
Surplus as regards Policyholders.....	169,696,178
<b>TOTAL .....</b>	<b>\$ 210,198,923</b>

Securities carried at \$57,996,983 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2015 would be \$212,137,795 and surplus as regards policyholders \$171,635,049.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2015.



*Corporate Secretary*

State of Illinois }  
 City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2016.



*Notary Public*



BY EMAIL  
(valories@mzaevents.com)



STATE OF NEW YORK  
OFFICE OF THE ATTORNEY GENERAL

ERIC T. SCHNEIDERMAN  
ATTORNEY GENERAL

DIVISION OF SOCIAL JUSTICE  
CHARITIES BUREAU

10/20/2016

Ms. Valorie Smith, Director of Finance & Administration  
MZA Events, Inc.  
3550 Wilshire Blvd, Suite 890  
Los Angeles, CA 90010

**NOTICE OF REJECTED REGISTRATION - ACTION REQUIRED**

**Re:** MZA Events, Inc.  
NYS Identification Number: 32-53-55  
Registrant Type: Professional Fund Raiser  
Registration Period: 8/31/2016 to 8/30/2017  
Filing ID: F20161020000012

Dear Sir or Madam:

The above named entity's request to register as a Professional Fund Raiser is rejected. To comply with the requirements prescribed by Article 7-A of the Executive Law and applicable Rules and Regulations, submit the information/materials specified on the second page of this notice, together with a copy of this notice, within 10 days.

Pursuant to Article 7-A of the Executive Law, no person or entity shall act as a Professional Fund Raiser prior to being registered with the Attorney General. Any person who willfully violates the registration provisions outlined in section 173 of Article 7-A is guilty of a misdemeanor. Further, the Office of the Attorney General is empowered (§177) to assess a civil penalty (up to \$1,000 for each violation and up to \$100 for each day during which such violation continues) against any person who is found to have committed a violation of the statute.

The NYS Identification Number noted above must be included in all future correspondence, filings, payments and materials you submit to the Charities Bureau. Please review the appropriate forms and instructions on the Charities Bureau website for questions you may have regarding the registration and filing requirements of Professional Fund Raisers and other fund raising professionals.

Very truly yours,  
Charities Bureau

L201610200000122

--Rejected Reason(s):--

The contract(s) specified below must be submitted.

GMHC 8/1/16 - 7/31/17

A CHAR016A MUST BE SUBMITTED WITH ALL CONTRACTS

A CHAR016B MUST BE SUBMITTED IF THE REQUIRED TERMINATION LANGUAGE IS NOT WITHIN THE CONTRACT




Form <b>CHAR016A</b>	<b>Professional Fund Raiser/Fund Raising Counsel Contract Certification</b> New York State Department of Law (Office of the Attorney General) Charities Bureau The Capitol Albany, NY 12224 <a href="http://www.oag.state.ny.us/bureaus/charities/about.html">www.oag.state.ny.us/bureaus/charities/about.html</a>	<b>Open to Public Inspection</b>  <b>(including attachments)</b>
Article 7-A of the Executive Law		

<b>Part A - Identification of Contracting Professional Fund Raiser(s)/Fund Raising Counsel (PFR/FRC)</b>	
1. Name of Contracting Professional Fund Raiser(s)/Fund Raising Counsel	2. NYS PFR/FRC ID#
MZA Events, Inc.	32-53-55

<b>Part B - Identification of Contracting Charitable Organization(s)</b>	
1. Name of Contracting Charitable Organization(s)	2. NYS CHARITY ID#
Gay Men's Health Crisis (GMHC)	03-14-50

<b>Part C - Contract Date and Period</b>	
1. Date of Contract	2. Contract Period
12/09/2008	Start Date: 08/01/2010 End Date: 07/31/2011

<b>Part D - Certification - Authorized Representative of PFR/FRC Signature Required</b>	
I, an authorized representative of the above named Professional Fund Raiser/Fund Raising Counsel, certify under penalties for perjury, that the above referenced and attached contract, including any accompanying exhibits, addenda and attachments, is a true and correct copy of the original contract executed by the parties.	
PFR/FRC Representative	Signature:  Printed Name: Craig R. Miller Title: President/CEO Date: 12/16/08

<b>Part E - Attachments</b>
Check the boxes for the documents that are attached.
<input type="checkbox"/> Contract (Required) (DO NOT disclose any Federal ID numbers or Social Security numbers in the contract.)
<input type="checkbox"/> CHAR016B (Must be completed if the contract does not already include statements required by §174-a of NYS Executive Law.)

FOR OFFICE USE ONLY	DATE RECEIVED	CONTRACT FILING ID#	PFR/FRC ID#	CHARITY ID#
	DEC 17 2008		32-53-55	03-14-50
	DATE SIGNED	BEGINNING DATE	END DATE	CHAR037 DUE DATE
	12/9/08	8/1/10	7/31/11	
	DATE FILED	TERMS		
	12/17/08	Event - 5/20/11		

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EVENT PRODUCTION AGREEMENT

between

GAY MEN'S HEALTH CRISIS, INC.

and

MZA EVENTS, INC.

Dated as of December 1, 2008



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## Contract

### AIDS Walk New York 2011

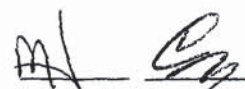
This contract is entered into by and between Gay Men's Health Crisis, Inc. (hereinafter "GMHC") and MZA Events, Inc., (hereinafter "MZA") for the production of "AIDS Walk New York, 2011" (hereinafter "AWNY") a fundraising walkathon benefiting GMHC, which is currently scheduled to take place on May 22, 2011, in New York City.

#### **1. Services/Responsibilities**

- 1.1 MZA agrees to serve as overall organizer and coordinator of AIDS Walk New York, for which GMHC agrees to compensate MZA in the amount and manner detailed below.
- 1.2 Responsibilities for the preparation of production of AWNY shall be in accordance with the "Division of Walkathon Responsibilities" Section of this contract.

#### **2. Payment**

- 2.1 GMHC agrees to pay MZA a base fee of \$283,500 for its services under this contract, plus bonuses if earned as specified in Subsection 2.1(g) and 2.1(h) below. The base fee is subject to possible reductions as specified in Subsections 2.1(d), and 2.3 below. Payment of this fee shall be made to MZA as follows:
  - (a) A \$95,000 non-refundable advance payment shall be made upon the signing of this agreement by both parties;
  - (b) GMHC agrees that the payment called for in Subsection 2.1(a) of this contract is fully earned upon MZA's receipt thereof, in that, among other reasons, the nature of the services to be provided by MZA require a significant commitment of a large block of time at substantial cost to MZA;
  - (c) A \$ 54,000 non-refundable payment shall be made on or before January 31, 2011;
  - (d) A \$98,000 non-refundable payment shall be made sixty days prior to the date of AWNY, but not later than March 18, 2011. Should this contract be executed on or before July 17, 2009, and the payment specified in Subsection 2.1(a) of this contract be received by MZA on or before July 17, 2009, the payment specified in this Subsection shall be reduced to \$85,500, resulting in a \$12,500 discount to GMHC.
  - (e) A \$25,000 payment shall be made within three days after AWNY occurs, unless conditions specified in Subsection 2.2 of this contract exist;
  - (f) An \$11,500 payment shall be made thirty days after the date on which AWNY is held, unless conditions specified in Subsection 2.2 of this contract exist;
  - (g) In the event that total gross income generated by AWNY exceeds \$2,000,000, GMHC agrees to pay MZA a bonus of \$20,000. This bonus will be paid within five days after the date that total gross Walkathon income exceeds \$2,000,000.





- (h) In addition to the other compensation provided herein, GMHC shall pay MZA a supplemental bonus in an amount equal to 3.10% of net proceeds as defined below (The Net Bonus). The Net Bonus shall be determined by good faith reconciliation of both parties' expense and revenue records which shall commence no later than September 1, 2011 and conclude no later than September 15, 2011. The Net Bonus shall be paid no later than 3 business days after completion of the reconciliation.
- (i) The gross income of AWNY 2011 shall be defined (for all purposes, including the determination of MZA's fee and possible bonuses) as the total of all the following:
- (i) All contributions raised directly or indirectly by, for or in connection with AWNY, regardless of any other factors such as the relationship of the contributor to GMHC or MZA, method of payment, size of the contribution and timing of its receipt;
  - (ii) Any and all checks made payable to AIDS Walk, AIDS Walk New York or AWNY and received by GMHC or MZA from any source between August 1, 2010 and ~~December 31, 2011~~, except to the extent that such checks represent revenue attributable solely to AWNY 2010 or AWNY 2012;
  - (iii) All major donor commitments related to AWNY (which shall be deemed to be actually paid and received when pledged if any public recognition of such donors is provided during the course of the AWNY production);
  - (iv) All corporate matching gifts related to AWNY (which shall be deemed to be actually paid and received thirty days after MZA submits to GMHC the application forms or other documentation of such grants, unless GMHC in good faith questions the accuracy of such documentation within said thirty days, in which event the parties shall endeavor in good faith to agree upon the amount of such matching grants to be included);
  - (v) All proceeds raised by the marketing of any AIDS Walk New York or GMHC merchandise at the event, or related to the event;
  - (vi) All proceeds of any events organized in support of or in connection with AWNY.
- (j) For purposes of determining MZA's Net Bonus payment pursuant to subsection (h) above, net proceeds shall equal Gross Income as defined in subsection (i) above, minus the sum total of: The "Production Budget" expenses for which check requests were signed by MZA; MZA's base fee and section 2.1 (g) performance bonus; park fees; GMHC's Merchant Account charges and fees related to AWNY; net distribution to participating CPP teams and currently existing CPP hybrid team (as the terms "CPP Team(s)" and "CPP Hybrid" are commonly used and understood by the parties).
- (k) The fee specified in Section 2.1 is based on the understanding that MZA will not provide services for the cashiering and depositing of AWNY day-of-event proceeds, and the production budget does not include funds for such services. This task



remains GMHC's separate responsibility unless the parties reach a subsequent written agreement to the contrary.

- 2.2 If by the dates specified in Subsections 2.1(e) and 2.1(f) of this contract, total gross income generated by AWNY has not exceeded \$1,300,000, the payments called for in Subsections 2.1(e) and 2.1(f) of this contract will not be payable until such date that total gross income generated by AWNY does exceed \$1,300,000.
- 2.3 If by the ninetieth day after AWNY occurs, the total gross Walkathon income has not exceeded \$1,300,000, MZA will forfeit its right to the payments described in Subsections 2.1(e) and 2.1(f) of this contract and will refund \$32,500 to GMHC.

### **3. Solicitation of Major Donors and Corporate Sponsors**

- 3.1 GMHC and MZA will be jointly responsible for soliciting "Major Donors" and "Corporate Sponsors" for AWNY. GMHC and MZA agree that MZA will maintain at least two full-time employees during the months of August 2010 through November 2010 to perform MZA's responsibilities relative to: the above-referenced solicitation effort; maintaining and strengthening AWNY's relationships with Corporate Teams; and performing other AWNY-related tasks. GMHC and MZA agree that the expense of these two or more employees must be paid for within the confines of the "Production Budget" of this contract. The parties agree that, during the months of August 2010 through November 2010, GMHC may request that MZA make these employees available to assist GMHC's development staff with in-house fundraising tasks (specifically excluding any GMHC activities which involve an outside event producer or fundraising contractor). GMHC agrees to direct all such requests to either Craig R. Miller or MZA's designated event director only (not to any other MZA employees) and MZA agrees to make a good faith effort to respond favorably when such requests do not pose a significant conflict with the employees' other responsibilities.

### **4. Budget**

- 4.1 The "Production Budget" for AWNY will be \$1,830,831, or more at GMHC's discretion. MZA agrees that it will not exceed the "Production Budget" (defined as being all event expenses except expenses for insurance, office space and renovation, telephone installation and basic monthly service charges, T-shirts for sale if any, park fees, expenses for the cashiering and depositing of day-of-event proceeds, all fees and charges related to GMHC's merchant account, administrative costs to GMHC, and the fee to MZA, plus bonuses if earned, all of which are to be paid by GMHC outside of the "Production Budget") without the express written agreement of GMHC's Chief Executive Officer or the Chief Executive Officer's designee.
- 4.2 MZA may exceed any one or more of the categories of the "Production Budget," provided that the overall GMHC-approved budget, plus any GMHC-approved excess expenditures, is not exceeded. GMHC agrees that it will not unreasonably withhold permission to exceed the AWNY Production Budget for circumstances that were



unforeseen at the time of entering into this contract. Notwithstanding any other term of this contract, any AWNY expenditure for which a GMHC check request was not signed by Craig R. Miller, or MZA's designated event director, shall not be counted against the "Production Budget."

- 4.3 GMHC agrees that transaction fees for online donations will be based on actual usage and may total more or less than the budgeted amount. Unique to this budget line, and notwithstanding any other provision of this contract, savings cannot be reallocated by MZA to other areas of the Production Budget, and overages will not be construed as exceeding the Production Budget.

## **5. Procedures Governing Expenditures**

- 5.1 The process for making AWNY expenditures will be identical to the process used for production of the 2008 AWNY. Specifically, MZA will use the GMHC check request system to obtain checks.
- 5.2 To MZA's knowledge and belief, each invoice, check request, and receipt, heretofore or hereafter submitted to GMHC by MZA in connection with this agreement, upon submission was or will be complete and genuine and accurately reflect the transaction to which it relates.
- 5.3 Provided that MZA's purchases on behalf of AWNY can be paid for within the confines of the GMHC-approved budget, and provided that the purchases are in keeping with the objective of producing AWNY, MZA will have complete discretion to use the vendors of its choice, and MZA's purchases will not require the prior approval of GMHC personnel or the filing of purchase orders prior to the purchase of goods or services. Any and all vendor rebates or adjustments are to be passed to GMHC. MZA represents and warrants that all purchases MZA makes on behalf of GMHC or AWNY are "arm's-length" in nature and that neither MZA nor any of its officers, directors, or shareholders have any ownership or other financial interest in any vendor, unless a written consent by GMHC authorizing the purchase from such vendor is obtained, after a full disclosure of such interest.

## **6. Office Equipment/Property**

- 6.1 In the event that MZA wishes to purchase any single office equipment item for AWNY for a sum greater than \$500, MZA will provide notice of its intention to make such purchase to GMHC at least five business days prior to making said purchase. After such notice is provided, either (i) GMHC may purchase the specified office equipment item directly and provide it for the exclusive use of MZA during production of AWNY, or (ii) MZA may proceed with the purchase at the conclusion of the five business day period.
- 6.2 All office, staging and logistical equipment purchased for AWNY with GMHC funds, whether purchased by MZA through the production budget or by GMHC directly, is and shall remain the property of GMHC and will not be moved outside of New York City by MZA unless otherwise agreed to by GMHC. MZA acknowledges and confirms GMHC's sole and exclusive ownership of such equipment, and agrees that GMHC may, in its discretion, take possession of any such item of equipment two weeks after giving Craig R. Miller written notice of its intention to do so.



## 7. Agency/Insurance

- 7.1 GMHC agrees that MZA is operating as GMHC's agent as organizer of AWNY. GMHC assumes and accepts full, direct, and primary responsibility for liability that actually or allegedly relates to or results from production of AWNY.
- 7.2 GMHC agrees to secure comprehensive general liability insurance coverage (including personal and bodily injury, advertising injury and premises liability coverage) with no exclusion of AWNY participants, staff or volunteers and with limits not less than \$3,000,000 per occurrence, sufficient to cover claims relating to AWNY, its production and all its related activities. The insurance policy(s) secured by GMHC must cover defense and indemnification for incidents occurring during the period from January 1, 2011 to December 31, 2011. The insurance will specifically include, but not be limited to, premises liability and shall cover the office space provided pursuant to this agreement. GMHC further agrees to name MZA Events, Inc., and Craig R. Miller personally, as additional insureds under such policy(s), for the period from January 1, 2011 to December 31, 2011, and shall provide MZA with a copy of certificates of insurance for each applicable policy and a copy of each applicable policy (including exclusions) by January 2, 2011. GMHC further agrees that it is responsible for providing by April 15, 2011, additional certificates of insurance to other parties that may require to be named as additional insureds in the course of AWNY's production (e.g., the City of New York, etc.). GMHC will promptly notify MZA of any changes in coverage.

## 8. Office Space

- 8.1 GMHC agrees to provide, at its expense, suitable office space in Manhattan for the AWNY staff, volunteers, and phone bank operation on or before August 1, 2010 until at least July 31, 2011, and to have twenty-four sixteen-line push button telephones with hold buttons and intercoms in place and fully operable at that location by that date. The phone service must have telephone lines and numbers which operate independently from any other GMHC telephone service and must be direct dial (with no access code required). For purposes of this section, suitable office space must include all of the following characteristics:
- (a) Office space must consist of ten rooms measuring at least 11' x 15' or comparable, one room measuring at least 20' x 20' or comparable and one room measuring at least 40' x 20' or comparable with at least 60 linear feet of uninterrupted wall space for phone banks, or consist of at least the entirety of that portion of the second floor office spaces of the building that GMHC currently occupies at 119 West 24<sup>th</sup> Street in Manhattan, as that space was configured on March 1, 2008 and allotted to the AWNY 2008 campaign. Additionally GMHC shall provide space comparable to that which is provided on the third floor of the GMHC building, as that space was allotted to AWNY on March 1, 2008.
- (b) With the written consent of Craig R. Miller, GMHC may provide an office space other than that specified in Subsection 8.1(a), provided that the office space that GMHC is proposing to secure for AWNY closely approximates the specifications in this contract and provided that the proposed office space is suitable for production of AWNY.



- (c) Office space must be at a location where the appropriate telephone company has committed to provide eighteen additional phone lines by March 1, 2011.
- (d) Office space is for the exclusive uses of MZA and the AWNY staff, and must be at a location that is reasonably safe for evening volunteers and staff. All rooms which comprise the office space must be adjoining and on the same floor, unless otherwise approved by MZA. The entire office space, including the principal entrance and exit way, must be free from safety hazards. Notwithstanding the foregoing, if the AWNY office space remains in GMHC's building at 119 W. 24<sup>th</sup> Street, GMHC may use the larger (rear) phone bank room of the AWNY office space for purposes unrelated to production of AWNY at any time GMHC chooses to do so, except during the ten week period immediately preceding the date of AWNY, and the two week period immediately following the date of AWNY.
- (e) If the AWNY office space remains at 119 W. 24<sup>th</sup> Street, GMHC agrees to make the office space accessible during all of GMHC's normal operating hours. Additionally, GMHC will make the office space accessible to MZA at any time that MZA requests access during the months of March, April and May 2011 and on up to twenty other days during any other months of calendar year 2011, provided that MZA makes such requests for building access to GMHC in writing with at least two business days advance notice. In the event that GMHC relocates the AWNY offices to some other location, GMHC agrees to make the new office space accessible 24 hours a day, seven days a week, without limitation.
- (f) MZA will only use the AWNY office for (i) the coordination and production of AWNY or other AIDS fundraising events benefiting a not-for-profit organization and held in North America and (ii) non-substantial utilization related to logistical organizing for the ING New York City Marathon. MZA will keep GMHC reasonably informed of the extent of non-AWNY activities undertaken in the AWNY Office.
- (g) In the event MZA wishes to use the AWNY office in connection with any project other than those referred to in paragraph (f) above, GMHC may charge a reasonable fee for such use, to be determined at the time MZA notifies GMHC of its intention to use the space pursuant to this paragraph, and GMHC notifies MZA of its consent thereto. GMHC reserves the right to refuse MZA's request to use the space for purposes other than those contemplated by this agreement.

## **9. Date of Event/Termination**

- 9.1 Although AWNY is tentatively scheduled to take place on May 22, 2011, both parties agree that, if necessary, any weekend day in May (except Memorial Day Weekend) and the first Saturday and Sunday in June are acceptable alternative dates for AWNY if a suitable staging area, route, and required government permits cannot be secured for the event to be held on May 22, 2011.
- 9.2 With the mutual and written agreement of GMHC and MZA, the date of AWNY may be changed without altering any other provision of this contract.



9.3 This contract may be terminated or canceled only if such termination or cancellation is permitted by the terms of this contract. Termination or cancellation of this contract will not affect the status of any other contracts that may exist between GMHC and MZA, including, but not limited to, contracts for production of AWNY in other years.

9.4 Notwithstanding the foregoing, if GMHC terminates the AWNY 2009 or AWNY 2010 contract, MZA shall have the right, but not the obligation, to terminate this contract, and shall be relieved from its obligations hereunder (except to the extent any obligations hereunder are to expressly survive the expiration of the term). *MZA must exercise this option within 10 business days of being notified of 2009's or 2010's cancellation.* *GM MZ*

#### 10. Materials/Advertising/Media

10.1 All advertisements and materials produced for AWNY will be written and designed by MZA and must be approved by GMHC's Chief Executive Officer or the Chief Executive Officer's designee, and MZA, prior to distribution.

10.2 Any and all AWNY press releases, media advisories, and public service announcements written by MZA must be approved by GMHC's Chief Executive Officer or designee prior to distribution. Any and all AWNY press releases, media advisories, and public services announcements written by GMHC personnel must be approved by MZA prior to distribution.

10.3 GMHC personnel as specified by the Chief Executive Officer, and Craig R. Miller and his designated Event Director and Chief Operating Officer, are all authorized press spokespersons for AWNY and will work cooperatively and share such responsibilities. However, MZA will be given possession of the "Media Sign-in Sheets" at the conclusion of the event and will have the exclusive right to be the first to phone in the results of AWNY to the news media. Additionally, MZA will have the exclusive right to be the first to announce the financial results of the event at AWNY's closing ceremony.

10.4 All AWNY advertisements and materials used for publicity or promotion of AWNY will include a credit line, which will read: "Created and Produced by MZA Events. AIDS Walk Founder/Producer: Craig R. Miller," or similar language as requested by MZA and approved by GMHC. GMHC's approval of possible revised credit line language requested by MZA shall not be unreasonably withheld. The size and position of the credit line will be comparable to the size and position of the credit line that appeared on the 2008 AIDS Walk New York materials.

10.5 The amount of recognition to be given to the various AWNY sponsors, including but not limited to recognition in program book ads, appearance in AWNY materials and advertisements, sponsor tables (if any), and speaking time during the AWNY opening ceremony, will be allotted in a manner mutually agreeable to GMHC and MZA.

10.6 No individual, business, organization, or entity of any kind shall be given complimentary or discounted advertising space in the AWNY program book, or complimentary or discounted status as an AWNY co-chair, sponsor, major sponsor, principal sponsor, grand sponsor, or any other such designation, or speaking time during the event's opening ceremony without the mutual consent of GMHC and MZA.



- 10.7 MZA agrees that it will not produce any subsequent event titled "AIDS Walk New York" without the express written consent of GMHC. Any and all contribution lists generated by AIDS Walk New York are the exclusive property of GMHC. For use in connection with future AIDS Walk New York events, GMHC may reproduce in original or modified form any and all materials designed or produced by MZA for AIDS Walk New York without the permission of, or further compensation to, MZA.

## **11. Contributions**

- 11.1 GMHC will provide MZA with a complete and up to date list of contributions being credited to AIDS Walk New York at least twice a week from February 1, 2011, through June 15, 2011, and at least once a week at all other times from August 1, 2010 through July 31, 2011.
- 11.2 *Bank Account.* GMHC will maintain a bank account in its own name but capable of receiving deposits in respect of AWNY, into which all AWNY contributions will be deposited.
- 11.3 *Responsibility for Collection and Transfer of Funds.*
- (a) MZA will ensure that all donations, less any related credit card processing fees, made through the AIDS Walk New York website are transferred directly to GMHC account by means of an electronic fund transfer.
  - (b) All funds collected by MZA in respect of AWNY, if and to the extent any such funds are deposited by MZA into the GMHC account directly, will be deposited into the GMHC account within five days of MZA's receipt of such funds in compliance with Section 173-a of Article 7-A of the Executive Law.

## **12. Corporate Power and Authority/No Conflicts**

- 12.1 The execution, delivery and performance by each party of this agreement has been duly authorized by all necessary corporate action and does not and will not:
- (a) Require any consent or approval of its stockholders;
  - (b) Contravene its charter or by-laws;
  - (c) As represented by MZA only, violate any provision of, or require any filing, registration, consent or approval under any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to MZA, except as provided in this agreement. MZA will file this agreement with the Attorney General of the State of New York, as required by Section 174-a of the Executive Law. MZA will file a closing statement with the Attorney General of the State of New York, as required by Section 174-a of the Executive Law, or as may otherwise be required by the Executive Law.
- 12.2 Each party represents and warrants that there are no actions, suits or proceedings pending or threatened against, or affecting itself before any court, governmental authority or arbitrator, which may, in any one case or in the aggregate, materially

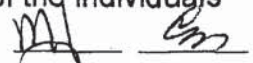


adversely affect its own financial condition, operations, properties or business, or the ability to perform their obligations under this agreement.

- 12.3 Each party has filed all tax (federal, state and local) returns required to be filed and has paid all taxes, assessments and governmental charges and levies thereon to be due, including interest and penalties. Each has no knowledge of any claims for taxes due and unpaid which might become a lien upon any of its assets.

### **13. Staff/Staff Costs**

- 13.1 MZA has the exclusive right and responsibility to hire, supervise, and, if it deems necessary, dismiss AWNY staff members. MZA has the right to set the compensation for AWNY staff positions, provided that the compensation set by MZA can be paid for within the confines of the GMHC-approved "Production Budget."
- 13.2 All AWNY staff members (not including short-term hourly workers such as stand placers and receptionists, who will be paid as employees of GMHC) will be placed on MZA's payroll and paid as employees of MZA with standard payroll deductions made and employer taxes paid in full accordance with the labor and tax laws of the state of New York and of any city or county therein.
- 13.3 GMHC will reimburse MZA for the true and total cost of the MZA employees assigned by MZA to the production of AWNY, including the cost of benefits and all required employer taxes. GMHC will make such reimbursements within five business days of receiving MZA's payroll reimbursement check requests and accompanying documentation. MZA is to receive no administrative fee, percentage, or commission on the salaries, hourly wages or any other form of compensation paid to the above-referenced employees, and MZA will make available to GMHC upon request documentation of the true and total cost of these employees. In no event shall GMHC become liable for any amount in respect of the employment relationship between MZA and the AWNY staff, including but not limited to any amounts that may be assessed by any governmental authority in respect of inadequate tax withholding by MZA or as a result of any suit initiated by any AWNY staff member against such AWNY staff member's employer, and MZA agrees to indemnify and hold harmless GMHC for any such amounts GMHC may be required to pay as a result thereof.
- 13.4 In the event that GMHC does not reimburse MZA within the time frame specified above, GMHC shall pay MZA a patience bonus of \$200 per day for each day in which GMHC exceeds the above specified reimbursement time frame. This paragraph does not preclude MZA from seeking additional remedies for GMHC's non-compliance with Subsection 13.3 above.
- 13.5 On August 6, 2010, GMHC will provide MZA with a \$15,000 payroll-related cash advance. On January 8, 2011, GMHC will provide MZA with an additional \$35,000 payroll-related cash advance. This collective \$50,000 advance shall be refunded by MZA to GMHC on the later of: (1) August 13, 2011, or (2) the day after GMHC has fully reimbursed MZA for all AWNY payroll-related charges pursuant to this contract up to and including the July 16-31, 2011 pay period.
- 13.6 During the period of August 1, 2010 to September 1, 2012, GMHC will not hire, offer to hire, contract with, offer to contract with, or otherwise solicit any of the individuals





on MZA's staff without the written permission of Craig R. Miller;. During the period of August 1, 2010 to September 1, 2012, MZA will not hire, offer to hire, contract with, offer to contract with, or otherwise solicit any of the individuals on GMHC's staff without the written permission of GMHC's Chief Executive Officer. These prohibitions pertain to any individuals on MZA's or GMHC's staff during or subsequent to production of AWNY.

#### **14. Cooperation/Promotion**

- 14.1 During the period from February 1, 2011 to July 15, 2011, GMHC will not sponsor, promote, conduct or allow its name to be used in association with any "walkathon," "danceathon," "bikeathon" or any other event that involves the athletic participation of individuals and/or contributions by others based upon the endurance or participation of such individuals. During the period from February 1, 2011 to July 15, 2011, in New York City only, MZA will not produce, or participate in the production of, any AIDS-related "walkathon," "danceathon," "bikeathon," or any other similar event that involves the athletic participation of individuals and/or contributions by others based upon the endurance or participation of such individuals.
- 14.2 During the period from February 1, 2011 to May 16, 2011, GMHC agrees that it will not allow its name and/or logo to be used on any Point-of-Purchase stand or device (as defined by GMHC's and MZA's general usage of that term), except those designed by MZA for AWNY. Furthermore, GMHC agrees that it will not receive proceeds from, promote, or provide production monies to any fundraising event, except AWNY, that utilizes such Point-of-Purchase stands or devices during the above-reference period of time. GMHC acknowledges that this assurance to MZA is a material element of this contract, which directly affected MZA's willingness to offer its services in regard to AWNY, and was a factor in determining the budget for AWNY.

#### **15. STATUTORY RIGHT TO CANCEL CONTRACT**

- 15.1 Pursuant to Section 174-a of the Executive Law of the State of New York, GMHC has the right to cancel this contract without cost, penalty or liability for a period of fifteen days following the date on which the contract is filed with the State of New York office of the Attorney General Charities Bureau (which filing is required within ten days after the contract is made). The notice of cancellation, which must be written, must be sent by mail (postage prepaid) or hand delivered to MZA Events, Inc., 3550 Wilshire Boulevard, Suite 1012, Los Angeles, CA 90010. A duplicate copy of the notice of cancellation must be sent to the State of New York Attorney General Charities Bureau, The Capitol, Albany, New York 12224.

#### **16. Miscellaneous**

- 16.1 *Incorporation, Good Standing and Due Qualification.*

Each party is a corporation duly organized, validly existing and in good standing under the laws of the State of New York, has the power and authority to own its assets and to transact the business or undertake the activities in which it is now engaged or proposed to be engaged, or is duly qualified as a foreign corporation and



in good standing under the laws of each other jurisdiction in which such qualification is required.

16.2 *Maintenance of Existence.*

MZA and GMHC will preserve and maintain their corporate existence and good standing in the jurisdiction of their incorporation, and qualify and remain qualified, as a foreign corporation in each jurisdiction in which such qualification is required.

16.3 *Registration.*

GMHC is a registered "charitable organization" for purposes of the Executive Law, with registration number 03-14-50. GMHC's address is 119 West 24th Street, New York, New York, 10011. MZA is a registered "professional fundraiser" for purposes of the Executive Law, with registration number 32-53-55. MZA will at all times during the term of this agreement maintain its status and good standing as a "professional fundraiser" and will otherwise be in compliance with the Executive Law or any other laws applicable to it and its activities. MZA's address is 3550 Wilshire Blvd., Suite 1012, Los Angeles, California, 90010.

16.4 *Legally Enforceable Agreements.*

This agreement is a legal, valid and binding obligation of the parties enforceable against each of them in accordance with its terms, except to the extent that such enforcement may be limited by bankruptcy, insolvency and other similar laws affecting creditors' rights generally.

16.5 *Assignment.*

The rights and obligations under this agreement will not be pledged, transferred or assigned by either party without the prior written consent of the other party.

16.6 *Participation by Women, Minority and GLBT-Owned Businesses.*

GMHC and MZA encourage meaningful participation by women-owned business enterprises ("**WBEs**"), and minority-owned business enterprises ("**MBEs**"), (WBEs and MBEs collectively referred to as "**W/MBEs**") as well as businesses owned by gay, lesbian, bisexual or transgendered people in its contracting opportunities. MZA will use its commercially reasonable efforts to include W/MBEs as vendors for AWNY. *on mt* *and GLBT-owned business mt*

16.7 *Maintenance of Books and Records.*

MZA will keep and maintain complete and accurate books and records of the operations of AWNY to the extent necessary for compliance with the applicable laws, and will preserve such records for a period of at least six years from the date hereof, or such longer period as may be required by applicable law.

16.8 *Cooperation.*

*mt* *mt*



GMHC and MZA will cooperate fully with any investigation, audit, or inquiry conducted by a governmental authority having or claiming jurisdiction over GMHC, MZA, AWNY, or the AWNY office.

16.9 *Survival.*

The obligations to maintain books and records and to cooperate pursuant to Section 16.7 and 16.8 will survive the expiration of the term.

16.10 *Notices.*

(a) Except in the case of notices and other communications expressly permitted to be given by telephone and subject to paragraph (b) below, all notices and other communications provided for herein will be in writing and will be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(i) if to GMHC,

119 West 24th Street  
New York, New York 10011  
telecopy number: 212-367-1020,  
Attention: Marjorie J. Hill, Ph.D., Chief Executive Officer

(ii) if to MZA,

3550 Wilshire Blvd., Suite 1012  
Los Angeles, CA 90010  
telecopy number: 213-201-1355  
Attention: Craig R. Miller, President & CEO

(b) Each party may, in its discretion, agree to accept notices and other communications hereunder by electronic communications (including e-mails) pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications and may be retracted at any time.

(c) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto.

16.11 *Waiver of Jury Trial.*

EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING BETWEEN GMHC AND MZA DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE



MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. THIS SECTION WILL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

16.12 *Governing Law; Jurisdiction; Consent to Service of Process.*

- (a) This agreement will be construed in accordance with and governed by the laws of the State of New York.
- (b) Each party hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- (c) Each party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.
- (d) Each party to this agreement irrevocably consents to service of process in the manner provided for notices in Section 16.10. Nothing will affect the right of any party to this agreement to serve process in any other manner permitted by law.
- (e) This Section will survive the expiration or earlier termination of this agreement.

16.13 *Attorneys' Fees.*

In the event litigation arises in relation to this contract, the prevailing party in any such action will be entitled to recover any and all reasonable attorney's fees and costs incurred in connection with litigation. The judge presiding over the dispute may determine the reasonable amount of such attorneys' fees and costs to be recovered by the prevailing party.

16.14 *Waivers, Amendments.* No provision of this agreement may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the parties. Any waiver of any provision of this agreement or consent to any departure by any party thereof will be effective only in the specific instance and for the purpose for which it is given.



16.15 *Counterparts; Integration; Effectiveness.*

This agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. This agreement constitutes the entire contract among the parties relating to the subject matter of AWNY 2011 and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter of AWNY 2011.

16.16 *Severability.*

Any provision of this agreement held to be invalid, illegal or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction will not invalidate such provision in any other jurisdiction.

16.17 *No Partnership or Joint Venture.*

Nothing herein contained will be construed in any manner to create any partnership or joint venture between GMHC and MZA, and GMHC and MZA will not be considered partners or co-venturers for any purpose.

16.18 *Consents and Approvals.*

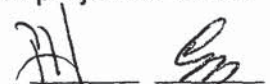
All consents and approvals that may be given under this agreement will, as a condition of their effectiveness, be in writing. The granting of any consent or approval by a party to perform any act requiring consent or approval under the terms of this agreement, or the failure on the part of a party to object to any such action taken without the required consent or approval, will not, except where expressly stated otherwise, be deemed a waiver by the party whose consent was required of its right to require such consent or approval for any further similar act. The foregoing will not limit the effect of any provision of this agreement by which consent is deemed granted, if objection is not made within a specified period.

16.19 *Remedies Not Exclusive.*

No right or remedy conferred upon GMHC or MZA in this agreement is intended to be exclusive of any other right or remedy contained in this agreement, except where expressly stated otherwise. Every such right or remedy will be cumulative and will be in addition to each other right and remedy contained in this agreement or now or hereafter available to GMHC or MZA at law, in equity, by statute or otherwise. This Section will survive the expiration or earlier termination of this agreement.

16.20 *Required Provisions of Law Controlling.*

It is the intention and understanding of the parties hereto that each and every provision of law required to be inserted in this agreement should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then this agreement will forthwith, upon the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party.





16.21 *Interpretation of this Agreement.*

All parties to this contract and their counsel have participated in the negotiation and drafting of this agreement. Therefore, in any interpretation or construction of the terms or meaning of this contract, those terms and this contract will be construed equally with regard to all parties, and not more strictly against one party or the other based on that party's degree of participation in the creation of this agreement. This Section will survive the expiration or earlier termination of this agreement.

16.22 *No Third-Party Beneficiaries.*

This agreement is not intended to and will not confer upon any person other than GMHC and MZA any rights or remedies hereunder.

16.23 *Specified Dates.*

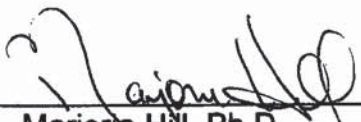
For purposes of compliance with New York State Law, the specified beginning date of this contract shall be August 1, 2010, and the specified ending date of this contract shall be July 31, 2011.

16.24 *Future Contract Negotiations.*

The parties agree that the appropriate time to negotiate and sign contracts for production of future AIDS Walk New York events is 22 months or more before the date of such events. The parties agree to endeavor to do so, in order to optimize opportunities for planning and to enable MZA to offer, and GMHC to receive, a discounted event production fee.

This agreement is effective immediately upon signing on behalf of all parties.

DATED: 12/9/08 GAY MEN'S HEALTH CRISIS, INC.

BY:   
Marjorie Hill, Ph.D.  
Chief Executive Officer

DATED: 12/8/08 MZA EVENTS, INC.

BY:   
Craig R. Miller  
President & CEO

**EXHIBIT A: DIVISION OF AIDS WALK NEW YORK RESPONSIBILITIES**

Production of the 2011 AIDS Walk New York will require a close working relationship between Gay Men's Health Crisis, Inc. (GMHC) and MZA Events, Inc. (MZA). While cooperation and mutual support will be important at all stages, the following list delineates division of primary responsibility for the various aspects of AWNY's production:

	<b>MZA</b>	<b>GMHC</b>
<b>Overall organization of the event</b>	X	
<b>Secure Park and Police Permits</b>	X	X
<b>Design and Production of All Event Materials</b>	X	
<b>Provide Funds for Production of Event</b>		X
<b>Administration of AWNY Budget</b>	X	X
<b>Day-to-day Management of AWNY Office</b>	X	
<b>Provide Lists for Recruitment Mailings</b>	X	
<b>Recruit Volunteers for Phone Bank and Tabling</b>	X	X
<b>Supervision and Coordination of Phone Bank and Tabling</b>	X	
<b>Provide Office Space with Specified Telephone Service</b>		X
<b>Solicitation and Oversight of Media Sponsorships</b>	X	
<b>Press Development</b>	X	X
<b>Press Spokesperson</b>	X	X
<b>Corporate Underwriting</b>	X	X
<b>Major Donors</b>	X	X
<b>Distribution of AWNY Materials</b>	X	
<b>Recruitment of Volunteers for Day of Event</b>	X	X
<b>Selection and Supervision of AWNY staff</b>	X	
<b>Provide Insurance Coverage for AWNY Production</b>		X
<b>Secure Speakers for Day of Event</b>	X	
<b>Secure Celebrity (ies) for Event</b>	X	
<b>Supervision of Pledge Collection</b>	X	

*MZA GMHC*



EXHIBIT B: PRODUCTION BUDGET

**AIDS Walk New York - 2011 Budget Summary**

<b>Category Description</b>	<b>2009 Budget - Requested</b>		<b>2011 Budget - Requested</b>
<b>DOE Expenses</b>			
Rentals:Toilets/Dumpsters/Tents/Tables/Chairs	64,046	x104%	66,608
Equipment: (Lifts/Carts/Radios/Bull-horns)	19,006	x104%	19,766
Stage/Sound	44,720	x104%	46,509
Security/Armored Car	23,400	x104%	24,336
Banners/Balloons/Installation	11,960	x104%	12,438
Trucks	10,400	x104%	10,816
DOE Other Expenses*	29,380	x104%	30,555
<b>Sub-Total DOE:</b>	<b>202,912</b>		<b>211,029</b>
<b>Long Distance Phone</b>	<b>1,040</b>	x104%	<b>1,082</b>
<b>Miscellaneous</b>	<b>26,000</b>	x104%	<b>27,040</b>
<b>All Staffing</b>			
Campaign Staff	660,400	x104%	686,816
Data Processing	57,200	x104%	59,488
Hourly Employees	52,000	x104%	54,080
<b>Sub-Total Staffing:</b>	<b>796,640</b>		<b>828,506</b>
<b>Office Supplies</b>	<b>20,800</b>	x104%	<b>21,632</b>

\* Including any expenses incurred for MZA staff oversight of post-DOE money-counting.

**Part A - Identification of Contracting Professional Fund Raiser(s)/Fund Raising Counsel (PFR/FRC)**

1. Name of Contracting Professional Fund Raiser(s)/Fund Raising Counsel	2. NYS PFR/FRC ID#
MZA Events, Inc.	32-53-55

**Part B - Identification of Contracting Charitable Organization(s)**

1. Name of Contracting Charitable Organization(s)	2. NYS CHARITY ID#
GMHC	03-14-50

**Part C - Contract Date and Period**

1. Date of Contract		2. Contract Period	Start Date: 08/01/2011
07/16/2010			End Date: 07/31/2012

**Part D - Certification - Authorized Representative of PFR/FRC Signature Required**

I, an authorized representative of the above named Professional Fund Raiser/Fund Raising Counsel, certify under penalties for perjury, that the above referenced and attached contract, including any accompanying exhibits, addenda and attachments, is a true and correct copy of the original contract executed by the parties.

PFR/FRC Representative		Craig R. Miller President & CEO	7/17/10
	Signature	Printed Name	Title

**Part E - Attachments**

Check the boxes for the documents that are attached.

Contract (Required) (DO NOT disclose any Federal ID numbers or Social Security numbers in the contract.)

CHAR016B (Must be completed if the contract does not already include statements required by §174-a of NYS Executive Law.)

FOR OFFICE USE ONLY	DATE RECEIVED	CONTRACT FILING ID#	PFR/FRC ID#	CHARITY ID# 6/30/09
	19 JUL 2010		32-53-55	03-14-50
	DATE SIGNED	BEGINNING DATE	END DATE	CHAR037 DUE DATE
	7/16/10	8/1/11	7/31/12	
DATE FILED	TERMS			
7/19/10	Event - 5/22/12			



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EVENT PRODUCTION AGREEMENT

between

GAY MEN'S HEALTH CRISIS, INC.

and

MZA EVENTS, INC.

Dated as of July 16, 2010



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## Contract

### AIDS Walk New York 2012

This contract is entered into by and between Gay Men's Health Crisis, Inc. (hereinafter "GMHC") and MZA Events, Inc., (hereinafter "MZA") for the production of "AIDS Walk New York, 2012" (hereinafter "AWNY") a fundraising walkathon benefiting GMHC, which is currently scheduled to take place on May 22, 2012, in New York City.

#### **1. Services/Responsibilities**

- 1.1 MZA agrees to serve as overall organizer and coordinator of AIDS Walk New York, for which GMHC agrees to compensate MZA in the amount and manner detailed below.
- 1.2 Responsibilities for the preparation of production of AWNY shall be in accordance with the "Division of Walkathon Responsibilities" Section of this contract.

#### **2. Payment**

- 2.1 GMHC agrees to pay MZA a base fee of \$283,500 for its services under this contract, plus bonuses if earned as specified in Subsection 2.1(g) and 2.1(h) below. The base fee is subject to possible reductions as specified in Subsections 2.1(d), and 2.3 below. Payment of this fee shall be made to MZA as follows:
  - (a) A \$95,000 non-refundable advance payment shall be made upon the signing of this agreement by both parties;
  - (b) GMHC agrees that the payment called for in Subsection 2.1(a) of this contract is fully earned upon MZA's receipt thereof, in that, among other reasons, the nature of the services to be provided by MZA require a significant commitment of a large block of time at substantial cost to MZA;
  - (c) A \$54,000 non-refundable payment shall be made on or before January 31, 2012;
  - (d) A \$98,000 non-refundable payment shall be made sixty days prior to the date of AWNY, but not later than March 20, 2012. Should this contract be executed on or before July 20, 2010, and the payment specified in Subsection 2.1(a) of this contract be received by MZA on or before July 20, 2010, the payment specified in this Subsection shall be reduced to \$85,500, resulting in a \$12,500 discount to GMHC.
  - (e) A \$25,000 payment shall be made within three days after AWNY occurs, unless conditions specified in Subsection 2.2 of this contract exist;
  - (f) An \$11,500 payment shall be made thirty days after the date on which AWNY is held, unless conditions specified in Subsection 2.2 of this contract exist;



- (g) In the event that total gross income generated by AWNY exceeds \$2,000,000, GMHC agrees to pay MZA a bonus of \$20,000. This bonus will be paid within five days after the date that total gross Walkathon income exceeds \$2,000,000.
- (h) In addition to the other compensation provided herein, GMHC shall pay MZA a supplemental bonus in an amount equal to 3.10% of net proceeds as defined below (The Net Bonus). The Net Bonus shall be determined by good faith reconciliation of both parties' expense and revenue records which shall commence no later than September 1, 2012 and conclude no later than September 15, 2012. Notwithstanding the foregoing, the parties agree to arrive at an initial good faith estimate of net proceeds by June 15, 2012, and GMHC agrees to pay MZA 50% of the anticipated total net bonus on or before June 30, 2012. The final Net Bonus shall be paid no later than 3 business days after completion of the September reconciliation.
- (i) The gross income of AWNY 2012 shall be defined (for all purposes, including the determination of MZA's fee and possible bonuses) as the total of all the following:
- (i) All contributions raised directly or indirectly by, for or in connection with AWNY, regardless of any other factors such as the relationship of the contributor to GMHC or MZA, method of payment, size of the contribution and timing of its receipt;
  - (ii) Any and all checks made payable to AIDS Walk, AIDS Walk New York or AWNY and received by GMHC or MZA from any source between August 1, 2011 and December 31, 2012, except to the extent that such checks represent revenue attributable solely to AWNY 2011 or AWNY 2013;
  - (iii) All major donor commitments related to AWNY (which shall be deemed to be actually paid and received when pledged if any public recognition of such donors is provided during the course of the AWNY production);
  - (iv) All corporate matching gifts related to AWNY (which shall be deemed to be actually paid and received thirty days after MZA submits to GMHC the application forms or other documentation of such grants, unless GMHC in good faith questions the accuracy of such documentation within said thirty days, in which event the parties shall endeavor in good faith to agree upon the amount of such matching grants to be included);
  - (v) All proceeds raised by the marketing of any AIDS Walk New York or GMHC merchandise at the event, or related to the event;
  - (vi) All proceeds of any events organized in support of or in connection with AWNY.
- (j) For purposes of determining MZA's Net Bonus payment pursuant to subsection (h) above, net proceeds shall equal Gross Income as defined in subsection (i) above, minus the sum total of: The "Production Budget" expenses for which check requests were signed by MZA; MZA's base fee and section 2.1 (g) performance bonus; park fees; GMHC's Merchant Account charges and fees related to AWNY; net distribution to participating CPP teams and currently existing CPP hybrid team (as the terms



"CPP Team(s)" and "CPP Hybrid" are commonly used and understood by the parties).

- (k) The fee specified in Section 2.1 is based on the understanding that MZA will not provide services for the cashiering and depositing of AWNY day-of-event proceeds, and the production budget does not include funds for such services. This task remains GMHC's separate responsibility unless the parties reach a subsequent written agreement to the contrary.
- 2.2 If by the dates specified in Subsections 2.1(e) and 2.1(f) of this contract, total gross income generated by AWNY has not exceeded \$1,300,000, the payments called for in Subsections 2.1(e) and 2.1(f) of this contract will not be payable until such date that total gross income generated by AWNY does exceed \$1,300,000.
- 2.3 If by the ninetieth day after AWNY occurs, the total gross Walkathon income has not exceeded \$1,300,000, MZA will forfeit its right to the payments described in Subsections 2.1(e) and 2.1(f) of this contract and will refund \$32,500 to GMHC.

### **3. Solicitation of Major Donors and Corporate Sponsors**

- 3.1 GMHC and MZA will be jointly responsible for soliciting "Major Donors" and "Corporate Sponsors" for AWNY. GMHC and MZA agree that MZA will maintain at least two full-time employees during the months of August 2010 through November 2010 to perform MZA's responsibilities relative to: the above-referenced solicitation effort; maintaining and strengthening AWNY's relationships with Corporate Teams; and performing other AWNY-related tasks. GMHC and MZA agree that the expense of these two or more employees must be paid for within the confines of the "Production Budget" of this contract. The parties agree that, during the months of August, 2012 through November, 2012, GMHC may request that MZA make these employees available to assist GMHC's development staff with in-house fundraising tasks (specifically excluding any GMHC activities which involve an outside event producer or fundraising contractor). GMHC agrees to direct all such requests to either Craig R. Miller or MZA's designated event director only (not to any other MZA employees) and MZA agrees to make a good faith effort to respond favorably when such requests do not pose a significant conflict with the employees' other responsibilities.

### **4. Budget**

- 4.1 The "Production Budget" for AWNY will be \$1,830,831, or more at GMHC's discretion. MZA agrees that it will not exceed the "Production Budget" (defined as being all event expenses except expenses for insurance, office space and renovation, telephone installation and basic monthly service charges, T-shirts for sale if any, park fees, expenses for the cashiering and depositing of day-of-event proceeds, all fees and charges related to GMHC's merchant account, administrative costs to GMHC, and the fee to MZA, plus bonuses if earned, all of which are to be paid by GMHC outside of the "Production Budget") without the express written agreement of GMHC's Chief Executive Officer or the Chief Executive Officer's designee.



- 4.2 MZA may exceed any one or more of the categories of the "Production Budget," provided that the overall GMHC-approved budget, plus any GMHC-approved excess expenditures, is not exceeded. GMHC agrees that it will not unreasonably withhold permission to exceed the AWNY Production Budget for circumstances that were unforeseen at the time of entering into this contract. Notwithstanding any other term of this contract, any AWNY expenditure for which a GMHC check request was not signed by Craig R. Miller, or MZA's designated event director, shall not be counted against the "Production Budget."
- 4.3 GMHC agrees that transaction fees for online donations will be based on actual usage and may total more or less than the budgeted amount. Unique to this budget line, and notwithstanding any other provision of this contract, savings cannot be reallocated by MZA to other areas of the Production Budget, and overages will not be construed as exceeding the Production Budget.

## **5. Procedures Governing Expenditures**

- 5.1 The process for making AWNY expenditures will be identical to the process used for production of the 2010 AWNY. Specifically, MZA will use the GMHC check request system to obtain checks.
- 5.2 To MZA's knowledge and belief, each invoice, check request, and receipt, heretofore or hereafter submitted to GMHC by MZA in connection with this agreement, upon submission was or will be complete and genuine and accurately reflect the transaction to which it relates.
- 5.3 Provided that MZA's purchases on behalf of AWNY can be paid for within the confines of the GMHC-approved budget, and provided that the purchases are in keeping with the objective of producing AWNY, MZA will have complete discretion to use the vendors of its choice, and MZA's purchases will not require the prior approval of GMHC personnel or the filing of purchase orders prior to the purchase of goods or services. Any and all vendor rebates or adjustments are to be passed to GMHC. MZA represents and warrants that all purchases MZA makes on behalf of GMHC or AWNY are "arm's-length" in nature and that neither MZA nor any of its officers, directors, or shareholders have any ownership or other financial interest in any vendor, unless a written consent by GMHC authorizing the purchase from such vendor is obtained, after a full disclosure of such interest.

## **6. Office Equipment/Property**

- 6.1 In the event that MZA wishes to purchase any single office equipment item for AWNY for a sum greater than \$500, MZA will provide notice of its intention to make such purchase to GMHC at least five business days prior to making said purchase. After such notice is provided, either (i) GMHC may purchase the specified office equipment item directly and provide it for the exclusive use of MZA during production of AWNY, or (ii) MZA may proceed with the purchase at the conclusion of the five business day period.



- 6.2 All office, staging and logistical equipment purchased for AWNY with GMHC funds, whether purchased by MZA through the production budget or by GMHC directly, is and shall remain the property of GMHC and will not be moved outside of New York City by MZA unless otherwise agreed to by GMHC. MZA acknowledges and confirms GMHC's sole and exclusive ownership of such equipment, and agrees that GMHC may, in its discretion, take possession of any such item of equipment two weeks after giving Craig R. Miller written notice of its intention to do so.

## 7. Agency/Insurance

- 7.1 GMHC agrees that MZA is operating as GMHC's agent as organizer of AWNY. GMHC assumes and accepts full, direct, and primary responsibility for liability that actually or allegedly relates to or results from production of AWNY.
- 7.2 GMHC agrees to secure comprehensive general liability insurance coverage (including personal and bodily injury, advertising injury and premises liability coverage) with no exclusion of AWNY participants, staff or volunteers and with limits not less than \$3,000,000 per occurrence, sufficient to cover claims relating to AWNY, its production and all its related activities. The insurance policy(s) secured by GMHC must cover defense and indemnification for incidents occurring during the period from January 1, 2012 to December 31, 2012. The insurance will specifically include, but not be limited to, premises liability and shall cover the office space provided pursuant to this agreement. GMHC further agrees to name MZA Events, Inc., and Craig R. Miller personally, as additional insureds under such policy(s), for the period from January 1, 2012 to December 31, 2012, and shall provide MZA with a copy of certificates of insurance for each applicable policy and a copy of each applicable policy (including exclusions) by January 2, 2012. GMHC further agrees that it is responsible for providing by April 15, 2012, additional certificates of insurance to other parties that may require to be named as additional insureds in the course of AWNY's production (e.g., the City of New York, etc.). GMHC will promptly notify MZA of any changes in coverage.

## 8. Office Space

- 8.1 GMHC agrees to provide, at its expense, suitable office space in Manhattan for the AWNY staff, volunteers, and phone bank operation on or before August 1, 2011 until at least July 31, 2012, and to have twenty-four sixteen-line push button telephones with hold buttons and intercoms in place and fully operable at that location by that date. The phone service must have telephone lines and numbers which operate independently from any other GMHC telephone service and must be direct dial (with no access code required). For purposes of this section, suitable office space must include all of the following characteristics:
- (a) Office space must consist of ten rooms measuring at least 11' x 15' or comparable, one room measuring at least 20' x 20' or comparable and one room measuring at least 40' x 20' or comparable with at least 60 linear feet of uninterrupted wall space for phone banks; **OR** consist of at least the entirety of that portion of the second floor office spaces of the building that GMHC currently occupies at 119 West 24<sup>th</sup> Street in Manhattan, as that space was configured on March 1, 2010 and allotted to the AWNY 2010 campaign, as well as space comparable to that which is provided on



the third floor of the GMHC building, as that space was allotted to AWNY on March 1, 2010; OR consist of office space within GMHC's building at 450 W. 33<sup>rd</sup> Street, consistent with Exhibit C attached hereto, as well as space comparable to that which is provided on the third floor of the GMHC building, as that space was allotted to AWNY on March 1, 2010. GMHC affirms that the plans reflected in Exhibit "C", including construction costs related thereto, has been approved by GMHC. GMHC further affirms that the plan reflected in Exhibit "C" have been approved by GMHC's architects on the project, and that the architects expressed a high degree of confidence that the plan will be approved by the Fire Marshall and Building & Safety. In the unlikely event that the plan is not approved by the Fire Marshall and/or Building & Safety, GMHC will make a good faith effort to provide MZA with direct access to the architects and the public safety officials to discuss their objections and the alternatives for plan modifications, but at a minimum will provide MZA with copies of documents from the objecting public safety official(s) specifying the exact nature of the concern. Any modification to the plan, or any alternative office space allocation to AWNY, must be mutually agreeable to GMHC and MZA, which agreement shall not be unreasonably withheld by either party.

- (b) With the written consent of Craig R. Miller, GMHC may provide an office space other than that specified in Subsection 8.1(a), provided that the office space that GMHC is proposing to secure for AWNY closely approximates the specifications in this contract and provided that the proposed office space is suitable for production of AWNY.
- (c) Office space must be at a location where the appropriate telephone company has committed to provide eighteen additional phone lines by March 1, 2012.
- (d) Office space is for the exclusive uses of MZA and the AWNY staff, and must be at a location that is reasonably safe for evening volunteers and staff. All rooms which comprise the office space must be adjoining and on the same floor, unless otherwise approved by MZA. The entire office space, including the principal entrance and exit way, must be free from safety hazards. Notwithstanding the foregoing, if the AWNY office space remains in GMHC's building at 119 W. 24<sup>th</sup> Street, GMHC may use the larger (rear) phone bank room of the AWNY office space for purposes unrelated to production of AWNY at any time GMHC chooses to do so, except during the ten week period immediately preceding the date of AWNY, and the two week period immediately following the date of AWNY.
- (e) If the AWNY office space remains at 119 W. 24<sup>th</sup> Street, GMHC agrees to make the office space accessible during all of GMHC's normal operating hours. Additionally, GMHC will make the office space accessible to MZA at any time that MZA requests access during the months of March, April and May 2011 and on up to twenty other days during any other months of calendar year 2011, provided that MZA makes such requests for building access to GMHC in writing with at least two business days advance notice. In the event that GMHC relocates the AWNY offices to some other location, GMHC agrees to make the new office space accessible 24 hours a day, seven days a week, without limitation.
- (f) MZA will only use the AWNY office for (i) the coordination and production of AWNY or other AIDS fundraising events benefiting a not-for-profit organization and held in North America and (ii) non-substantial utilization related to logistical organizing for the



ING New York City Marathon. MZA will keep GMHC reasonably informed of the extent of non-AWNY activities undertaken in the AWNY Office.

- (g) In the event MZA wishes to use the AWNY office in connection with any project other than those referred to in paragraph (f) above, GMHC may charge a reasonable fee for such use, to be determined at the time MZA notifies GMHC of its intention to use the space pursuant to this paragraph, and GMHC notifies MZA of its consent thereto. GMHC reserves the right to refuse MZA's request to use the space for purposes other than those contemplated by this agreement.

## **9. Date of Event/Termination**

- 9.1 Although AWNY is tentatively scheduled to take place on May 20, 2012, both parties agree that, if necessary, any weekend day in May (except Memorial Day Weekend) and the first Saturday and Sunday in June are acceptable alternative dates for AWNY if a suitable staging area, route, and required government permits cannot be secured for the event to be held on May 20, 2012.
- 9.2 With the mutual and written agreement of GMHC and MZA, the date of AWNY may be changed without altering any other provision of this contract.
- 9.3 This contract may be terminated or canceled only if such termination or cancellation is permitted by the terms of this contract. Termination or cancellation of this contract will not affect the status of any other contracts that may exist between GMHC and MZA, including, but not limited to, contracts for production of AWNY in other years.
- 9.4 Notwithstanding the foregoing, if GMHC terminates the AWNY 2011 contract, MZA shall have the right, but not the obligation, to terminate this contract, and shall be relieved from its obligations hereunder (except to the extent any obligations hereunder are to expressly survive the expiration of the term). MZA must exercise this option within 10 business days of being notified of 2011's cancellation.

## **10. Materials/Advertising/Media**

- 10.1 All advertisements and materials produced for AWNY will be written and designed by MZA and must be approved by GMHC's Chief Executive Officer or the Chief Executive Officer's designee, and MZA, prior to distribution.
- 10.2 Any and all AWNY press releases, media advisories, and public service announcements written by MZA must be approved by GMHC's Chief Executive Officer or designee prior to distribution. Any and all AWNY press releases, media advisories, and public services announcements written by GMHC personnel must be approved by MZA prior to distribution.
- 10.3 GMHC personnel as specified by the Chief Executive Officer, and Craig R. Miller and his designated Event Director and Chief Operating Officer, are all authorized press spokespersons for AWNY and will work cooperatively and share such responsibilities. However, MZA will be given possession of the "Media Sign-in Sheets" at the conclusion of the event and will have the exclusive right to be the first to phone in the results of AWNY to the news media. Additionally, MZA will have the



exclusive right to be the first to announce the financial results of the event at AWNY's closing ceremony.

- 10.4 All AWNY advertisements and materials used for publicity or promotion of AWNY will include a credit line, which will read: "Created and Produced by MZA Events. AIDS Walk Founder/Producer: Craig R. Miller," or similar language as requested by MZA and approved by GMHC. GMHC's approval of possible revised credit line language requested by MZA shall not be unreasonably withheld. The size and position of the credit line will be comparable to the size and position of the credit line that appeared on the 2010 AIDS Walk New York materials.
- 10.5 The amount of recognition to be given to the various AWNY sponsors, including but not limited to recognition in program book ads, appearance in AWNY materials and advertisements, sponsor tables (if any), and speaking time during the AWNY opening ceremony, will be allotted in a manner mutually agreeable to GMHC and MZA.
- 10.6 No individual, business, organization, or entity of any kind shall be given complimentary or discounted advertising space in the AWNY program book, or complimentary or discounted status as an AWNY co-chair, sponsor, major sponsor, principal sponsor, grand sponsor, or any other such designation, or speaking time during the event's opening ceremony without the mutual consent of GMHC and MZA.
- 10.7 MZA agrees that it will not produce any subsequent event titled "AIDS Walk New York" without the express written consent of GMHC. Any and all contribution lists generated by AIDS Walk New York are the exclusive property of GMHC. For use in connection with future AIDS Walk New York events, GMHC may reproduce in original or modified form any and all materials designed or produced by MZA for AIDS Walk New York without the permission of, or further compensation to, MZA.

## **11. Contributions**

- 11.1 GMHC will provide MZA with a complete and up to date list of contributions being credited to AIDS Walk New York at least twice a week from February 1, 2012, through June 15, 2012, and at least once a week at all other times from August 1, 2011 through July 31, 2012.
- 11.2 *Bank Account.* GMHC will maintain a bank account in its own name but capable of receiving deposits in respect of AWNY, into which all AWNY contributions will be deposited.
- 11.3 *Responsibility for Collection and Transfer of Funds.*
  - (a) MZA will ensure that all donations, less any related credit card processing fees, made through the AIDS Walk New York website are transferred directly to GMHC account by means of an electronic fund transfer.
  - (b) All funds collected by MZA in respect of AWNY, if and to the extent any such funds are deposited by MZA into the GMHC account directly, will be deposited into the GMHC account within five days of MZA's receipt of such funds in compliance with Section 173-a of Article 7-A of the Executive Law.



## **12. Corporate Power and Authority/No Conflicts**

- 12.1 The execution, delivery and performance by each party of this agreement has been duly authorized by all necessary corporate action and does not and will not:
- (a) Require any consent or approval of its stockholders;
  - (b) Contravene its charter or by-laws;
  - (c) As represented by MZA only, violate any provision of, or require any filing, registration, consent or approval under any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to MZA, except as provided in this agreement. MZA will file this agreement with the Attorney General of the State of New York, as required by Section 174-a of the Executive Law. MZA will file a closing statement with the Attorney General of the State of New York, as required by Section 174-a of the Executive Law, or as may otherwise be required by the Executive Law.
- 12.2 Each party represents and warrants that there are no actions, suits or proceedings pending or threatened against, or affecting itself before any court, governmental authority or arbitrator, which may, in any one case or in the aggregate, materially adversely affect its own financial condition, operations, properties or business, or the ability to perform their obligations under this agreement.
- 12.3 Each party has filed all tax (federal, state and local) returns required to be filed and has paid all taxes, assessments and governmental charges and levies thereon to be due, including interest and penalties. Each has no knowledge of any claims for taxes due and unpaid which might become a lien upon any of its assets.

## **13. Staff/Staff Costs**

- 13.1 MZA has the exclusive right and responsibility to hire, supervise, and, if it deems necessary, dismiss AWNY staff members. MZA has the right to set the compensation for AWNY staff positions, provided that the compensation set by MZA can be paid for within the confines of the GMHC-approved "Production Budget."
- 13.2 All AWNY staff members (not including short-term hourly workers such as stand placers and receptionists, who will be paid as employees of GMHC) will be placed on MZA's payroll and paid as employees of MZA with standard payroll deductions made and employer taxes paid in full accordance with the labor and tax laws of the state of New York and of any city or county therein.
- 13.3 GMHC will reimburse MZA for the true and total cost of the MZA employees assigned by MZA to the production of AWNY, including the cost of benefits and all required employer taxes. GMHC will make such reimbursements within five business days of receiving MZA's payroll reimbursement check requests and accompanying documentation. MZA is to receive no administrative fee, percentage, or commission on the salaries, hourly wages or any other form of compensation paid to the above-referenced employees, and MZA will make available to GMHC upon request



documentation of the true and total cost of these employees. In no event shall GMHC become liable for any amount in respect of the employment relationship between MZA and the AWNY staff, including but not limited to any amounts that may be assessed by any governmental authority in respect of inadequate tax withholding by MZA or as a result of any suit initiated by any AWNY staff member against such AWNY staff member's employer, and MZA agrees to indemnify and hold harmless GMHC for any such amounts GMHC may be required to pay as a result thereof.

- 13.4 In the event that GMHC does not reimburse MZA within the time frame specified above, GMHC shall pay MZA a patience bonus of \$200 per day for each day in which GMHC exceeds the above specified reimbursement time frame. This paragraph does not preclude MZA from seeking additional remedies for GMHC's non-compliance with Subsection 13.3 above.
- 13.5 On or before August 6, 2011, GMHC will provide MZA with a \$15,000 payroll-related cash advance. On or before January 8, 2012, GMHC will provide MZA with an additional \$35,000 payroll-related cash advance. This collective \$50,000 advance shall be refunded by MZA to GMHC on the later of: (1) August 13, 2012, or (2) the day after GMHC has fully reimbursed MZA for all AWNY payroll-related charges pursuant to this contract up to and including the July 16-31, 2012 pay period.
- 13.6 During the period of August 1, 2011 to September 1, 2013, GMHC will not hire, offer to hire, contract with, offer to contract with, or otherwise solicit any of the individuals on MZA's staff without the written permission of Craig R. Miller;. During the period of August 1, 2011 to September 1, 2013, MZA will not hire, offer to hire, contract with, offer to contract with, or otherwise solicit any of the individuals on GMHC's staff without the written permission of GMHC's Chief Executive Officer. These prohibitions pertain to any individuals on MZA's or GMHC's staff during or subsequent to production of AWNY.

#### **14. Cooperation/Promotion**

- 14.1 During the period from February 1, 2012 to May 15, 2012, GMHC will not sponsor, promote, conduct or allow its name to be used in association with any "walkathon," "danceathon," "bikeathon" or any other event that involves the athletic participation of individuals and/or contributions by others based upon the endurance or participation of such individuals. During the period from February 1, 2012 to May 15, 2012, in New York City only, MZA will not produce, or participate in the production of, any AIDS-related "walkathon," "danceathon," "bikeathon," or any other similar event that involves the athletic participation of individuals and/or contributions by others based upon the endurance or participation of such individuals.
- 14.2 During the period from February 1, 2012 to May 16, 2012, GMHC agrees that it will not allow its name and/or logo to be used on any Point-of-Purchase stand or device (as defined by GMHC's and MZA's general usage of that term) except those designed by MZA for AWNY. Furthermore, GMHC agrees that it will not receive proceeds from, promote, or provide production monies to any fundraising event, except AWNY, that utilizes such Point-of-Purchase stands or devices during the above-reference period of time. GMHC acknowledges that this assurance to MZA is a material element of this contract, which directly affected MZA's willingness to offer



its services in regard to AWNY, and was a factor in determining the budget for AWNY.

## **15. STATUTORY RIGHT TO CANCEL CONTRACT**

- 15.1 Pursuant to Section 174-a of the Executive Law of the State of New York, GMHC has the right to cancel this contract without cost, penalty or liability for a period of fifteen days following the date on which the contract is filed with the State of New York office of the Attorney General Charities Bureau (which filing is required within ten days after the contract is made). The notice of cancellation, which must be written, must be sent by mail (postage prepaid) or hand delivered to MZA Events, Inc., 3550 Wilshire Boulevard, Suite 1012, Los Angeles, CA 90010. A duplicate copy of the notice of cancellation must be sent to the State of New York Attorney General Charities Bureau, The Capitol, Albany, New York 12224.

## **16. Miscellaneous**

- 16.1 *Incorporation, Good Standing and Due Qualification.*

Each party is a corporation duly organized, validly existing and in good standing under the laws of the State of New York, has the power and authority to own its assets and to transact the business or undertake the activities in which it is now engaged or proposed to be engaged, or is duly qualified as a foreign corporation and in good standing under the laws of each other jurisdiction in which such qualification is required.

- 16.2 *Maintenance of Existence.*

MZA and GMHC will preserve and maintain their corporate existence and good standing in the jurisdiction of their incorporation, and qualify and remain qualified, as a foreign corporation in each jurisdiction in which such qualification is required.

- 16.3 *Registration.*

GMHC is a registered "charitable organization" for purposes of the Executive Law, with registration number 03-14-50. GMHC's address is 119 West 24th Street, New York, New York, 10011. MZA is a registered "professional fundraiser" for purposes of the Executive Law, with registration number 32-53-55. MZA will at all times during the term of this agreement maintain its status and good standing as a "professional fundraiser" and will otherwise be in compliance with the Executive Law or any other laws applicable to it and its activities. MZA's address is 3550 Wilshire Blvd., Suite 1012, Los Angeles, California, 90010.

- 16.4 *Legally Enforceable Agreements.*

This agreement is a legal, valid and binding obligation of the parties enforceable against each of them in accordance with its terms, except to the extent that such enforcement may be limited by bankruptcy, insolvency and other similar laws affecting creditors' rights generally.

- 16.5 *Assignment.*

The rights and obligations under this agreement will not be pledged, transferred or assigned by either party without the prior written consent of the other party.

16.6 *Participation by Women, Minority and GLBT-Owned Businesses.*

GMHC and MZA encourage meaningful participation by women-owned business enterprises (“**WBEs**”), and minority-owned business enterprises (“**MBEs**”), (WBEs and MBEs collectively referred to as “**W/MBEs**”) as well as businesses owned by gay, lesbian, bisexual or transgender people in its contracting opportunities. MZA will use its commercially reasonable efforts to include W/MBEs and GLBT-owned businesses as vendors for AWNY.

16.7 *Maintenance of Books and Records.*

MZA will keep and maintain complete and accurate books and records of the operations of AWNY to the extent necessary for compliance with the applicable laws, and will preserve such records for a period of at least six years from the date hereof, or such longer period as may be required by applicable law.

16.8 *Cooperation.*

GMHC and MZA will cooperate fully with any investigation, audit, or inquiry conducted by a governmental authority having or claiming jurisdiction over GMHC, MZA, AWNY, or the AWNY office.

16.9 *Survival.*

The obligations to maintain books and records and to cooperate pursuant to Section 16.7 and 16.8 will survive the expiration of the term.

16.10 *Notices.*

(a) Except in the case of notices and other communications expressly permitted to be given by telephone and subject to paragraph (b) below, all notices and other communications provided for herein will be in writing and will be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(i) if to GMHC,

119 West 24th Street  
New York, New York 10011  
telecopy number: 212-367-1020,  
Attention: Marjorie J. Hill, Ph.D., Chief Executive Officer

(ii) if to MZA,

3550 Wilshire Blvd., Suite 1012  
Los Angeles, CA 90010  
telecopy number: 213-201-1355



Attention: Craig R. Miller, President & CEO

- (b) Each party may, in its discretion, agree to accept notices and other communications hereunder by electronic communications (including e-mails) pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications and may be retracted at any time.
- (c) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto.

16.11 *Waiver of Jury Trial.*

EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING BETWEEN GMHC AND MZA DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. THIS SECTION WILL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

16.12 *Governing Law; Jurisdiction; Consent to Service of Process.*

- (a) This agreement will be construed in accordance with and governed by the laws of the State of New York.
- (b) Each party hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- (c) Each party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.



- (d) Each party to this agreement irrevocably consents to service of process in the manner provided for notices in Section 16.10. Nothing will affect the right of any party to this agreement to serve process in any other manner permitted by law.
- (e) This Section will survive the expiration or earlier termination of this agreement.

#### 16.13 *Attorneys' Fees.*

In the event litigation arises in relation to this contract, the prevailing party in any such action will be entitled to recover any and all reasonable attorney's fees and costs incurred in connection with litigation. The judge presiding over the dispute may determine the reasonable amount of such attorneys' fees and costs to be recovered by the prevailing party.

16.14 *Waivers, Amendments.* No provision of this agreement may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the parties. Any waiver of any provision of this agreement or consent to any departure by any party thereof will be effective only in the specific instance and for the purpose for which it is given.

#### 16.15 *Counterparts; Integration; Effectiveness.*

This agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. This agreement constitutes the entire contract among the parties relating to the subject matter of AWNY 2012 and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter of AWNY 2012.

#### 16.16 *Severability.*

Any provision of this agreement held to be invalid, illegal or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction will not invalidate such provision in any other jurisdiction.

#### 16.17 *No Partnership or Joint Venture.*

Nothing herein contained will be construed in any manner to create any partnership or joint venture between GMHC and MZA, and GMHC and MZA will not be considered partners or co-venturers for any purpose.

#### 16.18 *Consents and Approvals.*

All consents and approvals that may be given under this agreement will, as a condition of their effectiveness, be in writing. The granting of any consent or approval by a party to perform any act requiring consent or approval under the terms of this agreement, or the



failure on the part of a party to object to any such action taken without the required consent or approval, will not, except where expressly stated otherwise, be deemed a waiver by the party whose consent was required of its right to require such consent or approval for any further similar act. The foregoing will not limit the effect of any provision of this agreement by which consent is deemed granted, if objection is not made within a specified period.

#### 16.19 *Remedies Not Exclusive.*

No right or remedy conferred upon GMHC or MZA in this agreement is intended to be exclusive of any other right or remedy contained in this agreement, except where expressly stated otherwise. Every such right or remedy will be cumulative and will be in addition to each other right and remedy contained in this agreement or now or hereafter available to GMHC or MZA at law, in equity, by statute or otherwise. This Section will survive the expiration or earlier termination of this agreement.

#### 16.20 *Required Provisions of Law Controlling.*

It is the intention and understanding of the parties hereto that each and every provision of law required to be inserted in this agreement should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then this agreement will forthwith, upon the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party.

#### 16.21 *Interpretation of this Agreement.*

All parties to this contract and their counsel have participated in the negotiation and drafting of this agreement. Therefore, in any interpretation or construction of the terms or meaning of this contract, those terms and this contract will be construed equally with regard to all parties, and not more strictly against one party or the other based on that party's degree of participation in the creation of this agreement. This Section will survive the expiration or earlier termination of this agreement.

#### 16.22 *No Third-Party Beneficiaries.*

This agreement is not intended to and will not confer upon any person other than GMHC and MZA any rights or remedies hereunder.

#### 16.23 *Specified Dates.*

For purposes of compliance with New York State Law, the specified beginning date of this contract shall be August 1, 2011, and the specified ending date of this contract shall be July 31, 2012.

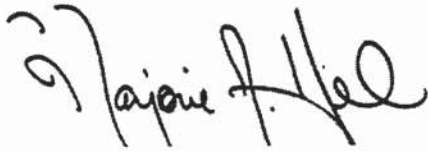
#### 16.24 *Future Contract Negotiations.*

The parties agree that the appropriate time to negotiate and sign contracts for production of future AIDS Walk New York events is 22 months or more before the date of such events.

The parties agree to endeavor to do so, in order to optimize opportunities for planning and to enable MZA to offer, and GMHC to receive, a discounted event production fee.

This agreement for production of AWNY, 2012 is effective immediately upon signing on behalf of all parties.

DATED: July 16, 2010 \_\_\_\_\_ GAY MEN'S HEALTH CRISIS, INC.



BY: \_\_\_\_\_  
Marjorie Hill, Ph.D.  
Chief Executive Officer

DATED: July 16, 2010 \_\_\_\_\_ MZA EVENTS, INC.



BY: \_\_\_\_\_  
Craig R. Miller  
President & CEO



**EXHIBIT A: DIVISION OF AIDS WALK NEW YORK RESPONSIBILITIES**

Production of the 2012 AIDS Walk New York will require a close working relationship between Gay Men’s Health Crisis, Inc. (GMHC) and MZA Events, Inc. (MZA). While cooperation and mutual support will be important at all stages, the following list delineates division of primary responsibility for the various aspects of AWNY’s production:

	<b>MZA</b>	<b>GMHC</b>
<b>Overall organization of the event</b>	<b>X</b>	
<b>Secure Park and Police Permits</b>	<b>X</b>	<b>X</b>
<b>Design and Production of All Event Materials</b>	<b>X</b>	
<b>Provide Funds for Production of Event</b>		<b>X</b>
<b>Administration of AWNY Budget</b>	<b>X</b>	<b>X</b>
<b>Day-to-day Management of AWNY Office</b>	<b>X</b>	
<b>Provide Lists for Recruitment Mailings</b>	<b>X</b>	
<b>Recruit Volunteers for Phone Bank and Tabling</b>	<b>X</b>	<b>X</b>
<b>Supervision and Coordination of Phone Bank and Tabling</b>	<b>X</b>	
<b>Provide Office Space with Specified Telephone Service</b>		<b>X</b>
<b>Solicitation and Oversight of Media Sponsorships</b>	<b>X</b>	
<b>Press Development</b>	<b>X</b>	<b>X</b>
<b>Press Spokesperson</b>	<b>X</b>	<b>X</b>
<b>Corporate Underwriting</b>	<b>X</b>	<b>X</b>
<b>Major Donors</b>	<b>X</b>	<b>X</b>
<b>Distribution of AWNY Materials</b>	<b>X</b>	
<b>Recruitment of Volunteers for Day of Event</b>	<b>X</b>	<b>X</b>
<b>Selection and Supervision of AWNY staff</b>	<b>X</b>	
<b>Provide Insurance Coverage for AWNY Production</b>		<b>X</b>
<b>Secure Speakers for Day of Event</b>	<b>X</b>	
<b>Secure Celebrity (ies) for Event</b>	<b>X</b>	
<b>Supervision of Pledge Collection</b>	<b>X</b>	



EXHIBIT B: PRODUCTION BUDGET

**AIDS Walk New York - 2012 Budget Summary**

<b>Category Description</b>	<b>2009 Budget - Requested</b>		<b>2012 Budget - Requested</b>
<b>DOE Expenses</b>			
Rentals: Toilets/Dumpsters/Tents/Tables/Chairs	64,046	x104%	66,608
Equipment: (Lifts/Carts/Radios/Bull-horns)	19,006	x104%	19,766
Stage/Sound	44,720	x104%	46,509
Security/Armored Car	23,400	x104%	24,336
Banners/Balloons/Installation	11,960	x104%	12,438
Trucks	10,400	x104%	10,816
DOE Other Expenses	29,380	x104%	30,555
<b>Sub-Total DOE:</b>	<b>202,912</b>		<b>211,029</b>
<b>Long Distance Phone</b>	<b>1,040</b>	x104%	<b>1,082</b>
<b>Miscellaneous</b>	<b>26,000</b>	x104%	<b>27,040</b>
<b>All Staffing</b>			
Campaign Staff	660,400	x104%	686,816
Data Processing	57,200	x104%	59,488
Hourly Employees	52,000	x104%	54,080
<b>Sub-Total Staffing:</b>	<b>796,640</b>		<b>828,506</b>
<b>Office Supplies</b>	<b>20,800</b>	x104%	<b>21,632</b>



EXHIBIT B: PRODUCTION BUDGET

**AIDS Walk New York - 2012 Budget Summary (Cont)**

**Outdoor Advertising**

Printing/Pre-production	10,400	x104%	10,816
Posting	161,200	x104%	167,648
<b>Sub-Total Outdoor:</b>	<b>171,600</b>		<b>178,464</b>

**Postage**

General	4,196	x104%	4,364
Recruitment	13,125	x104%	13,650
Teams/SW	36,000	x104%	37,440
Follow-up/Kits	82,500	x104%	85,800
Premiums	36,000	x104%	37,440
<b>Sub-Total Postage/Delivery:</b>	<b>171,821</b>		<b>178,694</b>

**Premiums** **98,800** x104% **102,752**

**Print and Art**

Graphic Art/Print Pre-Pro	20,800	x104%	21,632
Campaign Stationary	5,200	x104%	5,408
POP/Posters	43,680	x104%	45,427
Recruitment	5,200	x104%	5,408
Follow-up/Kits/teams	36,400	x104%	37,856
Sponsorship	3,120	x104%	3,245
Program Guide	36,400	x104%	37,856

**Sub-Total Printing:** **150,800** **156,832**

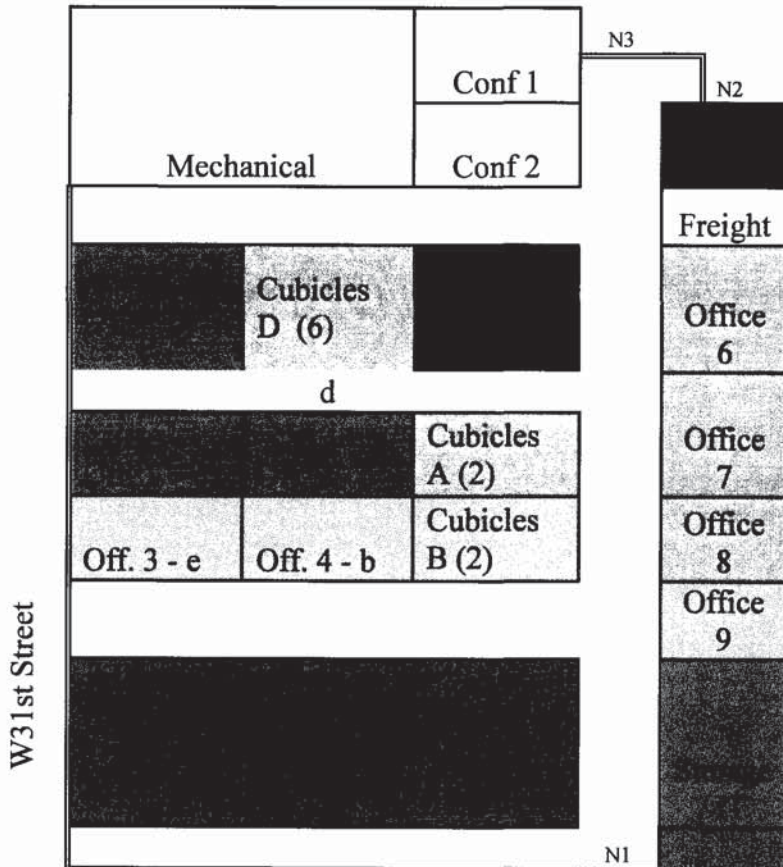
**Transaction Fees For Online Donations:** **120,000** x104% **124,800\*\***

**Total Expenses:** **1,760,413** **1,830,831 TBD**

\*\*Estimate only. See Section 4.3

EXHIBIT C: AWNY OFFICE SPACE

AWNY Office Space - West 33rd Street



Office	Assignment; Desks
3	Teams: 6
4	Teams: 2 + 1
Cubicles A	Sponsorship Interns: 2
Cubicles B	Teams Interns: 2
Cubicles D	Event Opts Interns
6	Sponsorship
7	Event Opts: 1 + 1
8	Event Opts: 1 + 1
9	SW + Intern

————— indicates AWNY office perimeter.

===== indicates AWNY office perimeter doorway.

- - - - - Indicates fire exit



EXHIBIT C: AWCNY OFFICE SPACE, Cont.

**Notes:**

**A) Primary AWCNY space is fully contained and lockable.**

**B) Offices 10, 11, 12 are understood to be outside the lockable, contained area.**

**C) East Containment Wall (N1 - adjacent to Office 10) will be fully lockable.**

**D) West Containment (N2 - in hallway adjacent to office 5) understood to be doorway set into hallway.**

**E) West Containment wall egress, N3, understood to be fire exit**

**F) Conf. Rooms 1 & 2 understood to be within AWCNY area, but will be shared as needed with GMHC.**

**Part A - Identification of Contracting Professional Fund Raiser(s)/Fund Raising Counsel (PFR/FRC)**

1. Name of Contracting Professional Fund Raiser(s)/Fund Raising Counsel	2. NYS PFR/FRC ID#
MZA Events, Inc.	32.53.55

**Part B - Identification of Contracting Charitable Organization(s)**

1. Name of Contracting Charitable Organization(s)	2. NYS CHARITY ID#
Gay Men's Health Crisis (GMHC)	03.14.50

**Part C - Contract Date and Period**

1. Date of Contract	2. Contract Period
11/15/2010	Start Date: 08/01/2012 End Date: 07/31/2013

**Part D - Certification - Authorized Representative of PFR/FRC Signature Required**

I, an authorized representative of the above named Professional Fund Raiser/Fund Raising Counsel, certify under penalties for perjury, that the above referenced and attached contract, including any accompanying exhibits, addenda and attachments, is a true and correct copy of the original contract executed by the parties.

<small>PFR/FRC Representative</small>	 Signature	Rebecca A. Mirkil Printed Name	Director of Finance & Administration Title	10/26/11 Date
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**Part E - Attachments**

Check the boxes for the documents that are attached

- Contract (Required) (DO NOT disclose any Federal ID numbers or Social Security numbers in the contract.)
- CHAR016B (Must be completed if the contract does not already include statements required by §174-a of NYS Executive Law.)

<small>FOR OFFICE USE ONLY</small>	DATE RECEIVED	CONTRACT FILING ID#	PFR/FRC ID#	CHARITY ID#
	27 OCT 2011		32-53-55	03-14-50
	DATE SIGNED	BEGINNING DATE	END DATE	CHAR037 DUE DATE
11/15/10	8/1/12	7/31/13		
DATE FILED	TERMS			
10/27/11	5/19/13 Event			



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EVENT PRODUCTION AGREEMENT

between

GAY MEN'S HEALTH CRISIS, INC.

and

MZA EVENTS, INC.

Dated as of November 15, 2010



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Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.



## Contract

### AIDS Walk New York 2013

This contract is entered into by and between Gay Men's Health Crisis, Inc. (hereinafter "GMHC") and MZA Events, Inc., (hereinafter "MZA") for the production of "AIDS Walk New York, 2012" (hereinafter "AWNY") a fundraising walkathon benefiting GMHC, which is currently scheduled to take place on May 19, 2013, in New York City.

#### 1. Services/Responsibilities

- 1.1 MZA agrees to serve as overall organizer and coordinator of AIDS Walk New York, for which GMHC agrees to compensate MZA in the amount and manner detailed below.
- 1.2 Responsibilities for the preparation of production of AWNY shall be in accordance with the "Division of Walkathon Responsibilities" Section of this contract.

#### 2. Payment

- 2.1 GMHC agrees to pay MZA a base fee of \$283,500 for its services under this contract, plus bonuses if earned as specified in Subsection 2.1(g) and 2.1(h) below. The base fee is subject to possible reductions as specified in Subsections 2.1(d), and 2.3 below. Payment of this fee shall be made to MZA as follows:
  - (a) A \$10,000 non-refundable advance payment on this contract has been previously made by GMHC to MZA. A total of \$85,000 in additional non-refundable advance payments shall be paid by GMHC to MZA as follows: 1) beginning in December 2010, eight consecutive monthly payments of \$10,000 each shall be made on or before the tenth day of each month, up to and including July 2011; and 2) a \$5,000 payment shall be made on or before August 10, 2011.
  - (b) GMHC agrees that the payments called for in Subsection 2.1(a) of this contract are fully earned upon the signing of this contract by both parties, in that, among other reasons, the nature of the services to be provided by MZA require a significant commitment of a large block of time at substantial cost to MZA;
  - (c) A \$54,000 non-refundable payment shall be made on or before January 31, 2013;
  - (d) A \$98,000 non-refundable payment shall be made sixty days prior to the date of AWNY, but not later than March 22, 2013. Should this contract be executed on or before November 15, 2010, the payment specified in this Subsection shall be reduced to \$85,500, resulting in a \$12,500 discount to GMHC.
  - (e) A \$25,000 payment shall be made within three days after AWNY occurs, unless conditions specified in Subsection 2.2 of this contract exist;
  - (f) An \$11,500 payment shall be made thirty days after the date on which AWNY is held, unless conditions specified in Subsection 2.2 of this contract exist;



- (g) In the event that total gross income generated by AWNY exceeds \$2,000,000, GMHC agrees to pay MZA a bonus of \$20,000. This bonus will be paid within five days after the date that total gross Walkathon income exceeds \$2,000,000.
- (h) In addition to the other compensation provided herein, GMHC shall pay MZA a supplemental bonus in an amount equal to 3.10% of net proceeds as defined below (The Net Bonus). The Net Bonus shall be determined by good faith reconciliation of both parties' expense and revenue records which shall commence no later than September 1, 2013 and conclude no later than September 15, 2013. Notwithstanding the foregoing, the parties agree to arrive at an initial good faith estimate of net proceeds by June 15, 2013, and GMHC agrees to pay MZA 50% of the anticipated total net bonus on or before June 30, 2013. The final Net Bonus shall be paid no later than 3 business days after completion of the September reconciliation.
- (i) The gross income of AWNY 2013 shall be defined (for all purposes, including the determination of MZA's fee and possible bonuses) as the total of all the following:
- (i) All contributions raised directly or indirectly by, for or in connection with AWNY, regardless of any other factors such as the relationship of the contributor to GMHC or MZA, method of payment, size of the contribution and timing of its receipt;
  - (ii) Any and all checks made payable to AIDS Walk, AIDS Walk New York or AWNY and received by GMHC or MZA from any source between August 1, 2012 and December 31, 2013, except to the extent that such checks represent revenue attributable solely to AWNY 2012 or AWNY 2014;
  - (iii) All major donor commitments related to AWNY (which shall be deemed to be actually paid and received when pledged if any public recognition of such donors is provided during the course of the AWNY production);
  - (iv) All corporate matching gifts related to AWNY (which shall be deemed to be actually paid and received thirty days after MZA submits to GMHC the application forms or other documentation of such grants, unless GMHC in good faith questions the accuracy of such documentation within said thirty days, in which event the parties shall endeavor in good faith to agree upon the amount of such matching grants to be included);
  - (v) All proceeds raised by the marketing of any AIDS Walk New York or GMHC merchandise at the event, or related to the event;
  - (vi) All proceeds of any events organized in support of or in connection with AWNY.
- (j) For purposes of determining MZA's Net Bonus payment pursuant to subsection (h) above, net proceeds shall equal Gross Income as defined in subsection (i) above, minus the sum total of: The "Production Budget" expenses for which check requests were signed by MZA; MZA's base fee and section 2.1 (g) performance bonus; park fees; GMHC's Merchant Account charges and fees related to AWNY; net distribution



to participating CPP teams and currently existing CPP hybrid team (as the terms "CPP Team(s)" and "CPP Hybrid" are commonly used and understood by the parties).

- (k) The fee specified in Section 2.1 is based on the understanding that MZA will not provide services for the cashiering and depositing of AWNY day-of-event proceeds, and the production budget does not include funds for such services. This task remains GMHC's separate responsibility unless the parties reach a subsequent written agreement to the contrary.
- 2.2 If by the dates specified in Subsections 2.1(e) and 2.1(f) of this contract, total gross income generated by AWNY has not exceeded \$1,300,000, the payments called for in Subsections 2.1(e) and 2.1(f) of this contract will not be payable until such date that total gross income generated by AWNY does exceed \$1,300,000.
- 2.3 If by the ninetieth day after AWNY occurs, the total gross Walkathon income has not exceeded \$1,300,000, MZA will forfeit its right to the payments described in Subsections 2.1(e) and 2.1(f) of this contract and will refund \$32,500 to GMHC.

### **3. Solicitation of Major Donors and Corporate Sponsors**

- 3.1 GMHC and MZA will be jointly responsible for soliciting "Major Donors" and "Corporate Sponsors" for AWNY. GMHC and MZA agree that MZA will maintain at least two full-time employees during the months of August 2012 through November 2012 to perform MZA's responsibilities relative to: the above-referenced solicitation effort; maintaining and strengthening AWNY's relationships with Corporate Teams; and performing other AWNY-related tasks. GMHC and MZA agree that the expense of these two or more employees must be paid for within the confines of the "Production Budget" of this contract. The parties agree that, during the months of August, 2012 through November, 2012, GMHC may request that MZA make these employees available to assist GMHC's development staff with in-house fundraising tasks (specifically excluding any GMHC activities which involve an outside event producer or fundraising contractor). GMHC agrees to direct all such requests to either Craig R. Miller or MZA's designated event director only (not to any other MZA employees) and MZA agrees to make a good faith effort to respond favorably when such requests do not pose a significant conflict with the employees' other responsibilities.

### **4. Budget**

- 4.1 The "Production Budget" for AWNY will be \$1,830,831, or more at GMHC's discretion. MZA agrees that it will not exceed the "Production Budget" (defined as being all event expenses except expenses for insurance, office space and renovation, telephone installation and basic monthly service charges, T-shirts for sale if any, park fees, expenses for the cashiering and depositing of day-of-event proceeds, all fees and charges related to GMHC's merchant account, administrative costs to GMHC, and the fee to MZA, plus bonuses if earned, all of which are to be paid by GMHC outside of the "Production Budget") without the express written





agreement of GMHC's Chief Executive Officer or the Chief Executive Officer's designee.

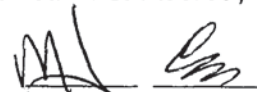
- 4.2 MZA may exceed any one or more of the categories of the "Production Budget," provided that the overall GMHC-approved budget, plus any GMHC-approved excess expenditures, is not exceeded. GMHC agrees that it will not unreasonably withhold permission to exceed the AWNY Production Budget for circumstances that were unforeseen at the time of entering into this contract. Notwithstanding any other term of this contract, any AWNY expenditure for which a GMHC check request was not signed by Craig R. Miller, or MZA's designated event director, shall not be counted against the "Production Budget."
- 4.3 GMHC agrees that transaction fees for online donations will be based on actual usage and may total more or less than the budgeted amount. Unique to this budget line, and notwithstanding any other provision of this contract, savings cannot be reallocated by MZA to other areas of the Production Budget, and overages will not be construed as exceeding the Production Budget.

## **5. Procedures Governing Expenditures**

- 5.1 The process for making AWNY expenditures will be identical to the process used for production of the 2010 AWNY. Specifically, MZA will use the GMHC check request system to obtain checks.
- 5.2 To MZA's knowledge and belief, each invoice, check request, and receipt, heretofore or hereafter submitted to GMHC by MZA in connection with this agreement, upon submission was or will be complete and genuine and accurately reflect the transaction to which it relates.
- 5.3 Provided that MZA's purchases on behalf of AWNY can be paid for within the confines of the GMHC-approved budget, and provided that the purchases are in keeping with the objective of producing AWNY, MZA will have complete discretion to use the vendors of its choice, and MZA's purchases will not require the prior approval of GMHC personnel or the filing of purchase orders prior to the purchase of goods or services. Any and all vendor rebates or adjustments are to be passed to GMHC. MZA represents and warrants that all purchases MZA makes on behalf of GMHC or AWNY are "arm's-length" in nature and that neither MZA nor any of its officers, directors, or shareholders have any ownership or other financial interest in any vendor, unless a written consent by GMHC authorizing the purchase from such vendor is obtained, after a full disclosure of such interest.

## **6. Office Equipment/Property**

- 6.1 In the event that MZA wishes to purchase any single office equipment item for AWNY for a sum greater than \$500, MZA will provide notice of its intention to make such purchase to GMHC at least five business days prior to making said purchase. After such notice is provided, either (i) GMHC may purchase the specified office equipment item directly and provide it for the exclusive use of MZA during production of AWNY,





or (ii) MZA may proceed with the purchase at the conclusion of the five business day period.

- 6.2 All office, staging and logistical equipment purchased for AWNY with GMHC funds, whether purchased by MZA through the production budget or by GMHC directly, is and shall remain the property of GMHC and will not be moved outside of New York City by MZA unless otherwise agreed to by GMHC. MZA acknowledges and confirms GMHC's sole and exclusive ownership of such equipment, and agrees that GMHC may, in its discretion, take possession of any such item of equipment two weeks after giving Craig R. Miller written notice of its intention to do so.

## 7. Agency/Insurance

- 7.1 GMHC agrees that MZA is operating as GMHC's agent as organizer of AWNY. GMHC assumes and accepts full, direct, and primary responsibility for liability that actually or allegedly relates to or results from production of AWNY.
- 7.2 GMHC agrees to secure comprehensive general liability insurance coverage (including personal and bodily injury, advertising injury and premises liability coverage) with no exclusion of AWNY participants, staff or volunteers and with limits not less than \$3,000,000 per occurrence, sufficient to cover claims relating to AWNY, its production and all its related activities. The insurance policy(s) secured by GMHC must cover defense and indemnification for incidents occurring during the period from January 1, 2013 to December 31, 2013. The insurance will specifically include, but not be limited to, premises liability and shall cover the office space provided pursuant to this agreement. GMHC further agrees to name MZA Events, Inc., and Craig R. Miller personally, as additional insureds under such policy(s), for the period from January 1, 2013 to December 31, 2013, and shall provide MZA with a copy of certificates of insurance for each applicable policy and a copy of each applicable policy (including exclusions) by January 2, 2013. GMHC further agrees that it is responsible for providing by April 15, 2013, additional certificates of insurance to other parties that may require to be named as additional insureds in the course of AWNY's production (e.g., the City of New York, etc.). GMHC will promptly notify MZA of any changes in coverage.

## 8. Office Space

- 8.1 GMHC agrees to provide, at its expense, suitable office space in Manhattan for the AWNY staff, volunteers, and phone bank operation on or before August 1, 2012 until at least July 31, 2013, and to have twenty-four sixteen-line push button telephones with hold buttons and intercoms in place and fully operable at that location by that date. The phone service must have telephone lines and numbers which operate independently from any other GMHC telephone service and must be direct dial (with no access code required). For purposes of this section, suitable office space must include all of the following characteristics:

- (a) Office space must consist of ten rooms measuring at least 11' x 15' or comparable, one room measuring at least 20' x 20' or comparable and one room measuring at least 40' x 20' or comparable with at least 60 linear feet of uninterrupted wall space for phone banks; **OR** consist of at least the entirety of that portion of the second floor



office spaces of the building that GMHC currently occupies at 119 West 24<sup>th</sup> Street in Manhattan, as that space was configured on March 1, 2010 and allotted to the AWNY 2010 campaign, as well as space comparable to that which is provided on the third floor of the GMHC building, as that space was allotted to AWNY on March 1, 2010; OR consist of office space within GMHC's building at 450 W. 33<sup>rd</sup> Street, consistent with Exhibit C attached hereto, as well as space comparable to that which is provided on the third floor of the GMHC building, as that space was allotted to AWNY on March 1, 2010. GMHC affirms that the plans reflected in Exhibit "C", including construction costs related thereto, has been approved by GMHC. GMHC further affirms that the plan reflected in Exhibit "C" have been approved by GMHC's architects on the project, and that the architects expressed a high degree of confidence that the plan will be approved by the Fire Marshall and Building & Safety. In the unlikely event that the plan is not approved by the Fire Marshall and/or Building & Safety, GMHC will make a good faith effort to provide MZA with direct access to the architects and the public safety officials to discuss their objections and the alternatives for plan modifications, but at a minimum will provide MZA with copies of documents from the objecting public safety official(s) specifying the exact nature of the concern. Any modification to the plan, or any alternative office space allocation to AWNY, must be mutually agreeable to GMHC and MZA, which agreement shall not be unreasonably withheld by either party.

- (b) With the written consent of Craig R. Miller, GMHC may provide an office space other than that specified in Subsection 8.1(a), provided that the office space that GMHC is proposing to secure for AWNY closely approximates the specifications in this contract and provided that the proposed office space is suitable for production of AWNY.
- (c) Office space must be at a location where the appropriate telephone company has committed to provide eighteen additional phone lines by March 1, 2013.
- (d) Office space is for the exclusive uses of MZA and the AWNY staff, and must be at a location that is reasonably safe for evening volunteers and staff. All rooms which comprise the office space must be adjoining and on the same floor, unless otherwise approved by MZA. The entire office space, including the principal entrance and exit way, must be free from safety hazards. Notwithstanding the foregoing, if the AWNY office space remains in GMHC's building at 119 W. 24<sup>th</sup> Street, GMHC may use the larger (rear) phone bank room of the AWNY office space for purposes unrelated to production of AWNY at any time GMHC chooses to do so, except during the ten week period immediately preceding the date of AWNY, and the two week period immediately following the date of AWNY.
- (e) If the AWNY office space remains at 119 W. 24<sup>th</sup> Street, GMHC agrees to make the office space accessible during all of GMHC's normal operating hours. Additionally, GMHC will make the office space accessible to MZA at any time that MZA requests access during the months of March, April and May 2013 and on up to twenty other days during any other months of calendar year 2013, provided that MZA makes such requests for building access to GMHC in writing with at least two business days advance notice. In the event that GMHC relocates the AWNY offices to some other location, GMHC agrees to make the new office space accessible 24 hours a day, seven days a week, without limitation.





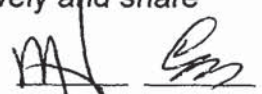
- (f) MZA will only use the AWNY office for (i) the coordination and production of AWNY or other AIDS fundraising events benefiting a not-for-profit organization and held in North America and (ii) non-substantial utilization related to logistical organizing for the ING New York City Marathon. MZA will keep GMHC reasonably informed of the extent of non-AWNY activities undertaken in the AWNY Office.
- (g) In the event MZA wishes to use the AWNY office in connection with any project other than those referred to in paragraph (f) above, GMHC may charge a reasonable fee for such use, to be determined at the time MZA notifies GMHC of its intention to use the space pursuant to this paragraph, and GMHC notifies MZA of its consent thereto. GMHC reserves the right to refuse MZA's request to use the space for purposes other than those contemplated by this agreement.

## **9. Date of Event/Termination**

- 9.1 Although AWNY is tentatively scheduled to take place on May 19, 2013, both parties agree that, if necessary, any weekend day in May (except Memorial Day Weekend) and the first Saturday and Sunday in June are acceptable alternative dates for AWNY if a suitable staging area, route, and required government permits cannot be secured for the event to be held on May 19, 2013.
- 9.2 With the mutual and written agreement of GMHC and MZA, the date of AWNY may be changed without altering any other provision of this contract.
- 9.3 This contract may be terminated or canceled only if such termination or cancellation is permitted by the terms of this contract. Termination or cancellation of this contract will not affect the status of any other contracts that may exist between GMHC and MZA, including, but not limited to, contracts for production of AWNY in other years.
- 9.4 Notwithstanding the foregoing, if GMHC terminates the AWNY 2012 contract, MZA shall have the right, but not the obligation, to terminate this contract, and shall be relieved from its obligations hereunder (except to the extent any obligations hereunder are to expressly survive the expiration of the term). MZA must exercise this option within 10 business days of being notified of 2012's cancellation.

## **10. Materials/Advertising/Media**

- 10.1 All advertisements and materials produced for AWNY will be written and designed by MZA and must be approved by GMHC's Chief Executive Officer or the Chief Executive Officer's designee, and MZA, prior to distribution.
- 10.2 Any and all AWNY press releases, media advisories, and public service announcements written by MZA must be approved by GMHC's Chief Executive Officer or designee prior to distribution. Any and all AWNY press releases, media advisories, and public services announcements written by GMHC personnel must be approved by MZA prior to distribution.
- 10.3 GMHC personnel as specified by the Chief Executive Officer, and Craig R. Miller and his designated Event Director and Senior Director of Campaign Operations, are all authorized press spokespersons for AWNY and will work cooperatively and share





such responsibilities. However, MZA will be given possession of the "Media Sign-in Sheets" at the conclusion of the event and will have the exclusive right to be the first to phone in the results of AWNY to the news media. Additionally, MZA will have the exclusive right to be the first to announce the financial results of the event at AWNY's closing ceremony.

- 10.4 All AWNY advertisements and materials used for publicity or promotion of AWNY will include a credit line, which will read: "Created and Produced by MZA Events. AIDS Walk Founder/Producer: Craig R. Miller," or similar language as requested by MZA and approved by GMHC. GMHC's approval of possible revised credit line language requested by MZA shall not be unreasonably withheld. The size and position of the credit line will be comparable to the size and position of the credit line that appeared on the 2010 AIDS Walk New York materials.
- 10.5 The amount of recognition to be given to the various AWNY sponsors, including but not limited to recognition in program book ads, appearance in AWNY materials and advertisements, sponsor tables (if any), and speaking time during the AWNY opening ceremony, will be allotted in a manner mutually agreeable to GMHC and MZA.
- 10.6 No individual, business, organization, or entity of any kind shall be given complimentary or discounted advertising space in the AWNY program book, or complimentary or discounted status as an AWNY co-chair, sponsor, major sponsor, principal sponsor, grand sponsor, or any other such designation, or speaking time during the event's opening ceremony without the mutual consent of GMHC and MZA.
- 10.7 MZA agrees that it will not produce any subsequent event titled "AIDS Walk New York" without the express written consent of GMHC. Any and all contribution lists generated by AIDS Walk New York are the exclusive property of GMHC. For use in connection with future AIDS Walk New York events, GMHC may reproduce in original or modified form any and all materials designed or produced by MZA for AIDS Walk New York without the permission of, or further compensation to, MZA.

## 11. Contributions

- 11.1 GMHC will provide MZA with a complete and up to date list of contributions being credited to AIDS Walk New York at least twice a week from February 1, 2013, through June 15, 2013, and at least once a week at all other times from August 1, 2012 through July 31, 2013.
- 11.2 *Bank Account.* GMHC will maintain a bank account in its own name but capable of receiving deposits in respect of AWNY, into which all AWNY contributions will be deposited.
- 11.3 *Responsibility for Collection and Transfer of Funds.*
  - (a) MZA will ensure that all donations, less any related credit card processing fees, made through the AIDS Walk New York website are transferred directly to GMHC account by means of an electronic fund transfer.
  - (b) All funds collected by MZA in respect of AWNY, if and to the extent any such funds are deposited by MZA into the GMHC account directly, will be deposited into the



GMHC account within five days of MZA's receipt of such funds in compliance with Section 173-a of Article 7-A of the Executive Law.

## **12. Corporate Power and Authority/No Conflicts**

- 12.1 The execution, delivery and performance by each party of this agreement has been duly authorized by all necessary corporate action and does not and will not:
- (a) Require any consent or approval of its stockholders;
  - (b) Contravene its charter or by-laws;
  - (c) As represented by MZA only, violate any provision of, or require any filing, registration, consent or approval under any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to MZA, except as provided in this agreement. MZA will file this agreement with the Attorney General of the State of New York, as required by Section 174-a of the Executive Law. MZA will file a closing statement with the Attorney General of the State of New York, as required by Section 174-a of the Executive Law, or as may otherwise be required by the Executive Law.
- 12.2 Each party represents and warrants that there are no actions, suits or proceedings pending or threatened against, or affecting itself before any court, governmental authority or arbitrator, which may, in any one case or in the aggregate, materially adversely affect its own financial condition, operations, properties or business, or the ability to perform their obligations under this agreement.
- 12.3 Each party has filed all tax (federal, state and local) returns required to be filed and has paid all taxes, assessments and governmental charges and levies thereon to be due, including interest and penalties. Each has no knowledge of any claims for taxes due and unpaid which might become a lien upon any of its assets.

## **13. Staff/Staff Costs**

- 13.1 MZA has the exclusive right and responsibility to hire, supervise, and, if it deems necessary, dismiss AWNY staff members. MZA has the right to set the compensation for AWNY staff positions, provided that the compensation set by MZA can be paid for within the confines of the GMHC-approved "Production Budget."
- 13.2 All AWNY staff members (not including short-term hourly workers such as stand placers and receptionists, who will be paid as employees of GMHC) will be placed on MZA's payroll and paid as employees of MZA with standard payroll deductions made and employer taxes paid in full accordance with the labor and tax laws of the state of New York and of any city or county therein.
- 13.3 GMHC will reimburse MZA for the true and total cost of the MZA employees assigned by MZA to the production of AWNY, including the cost of benefits and all required employer taxes. GMHC will make such reimbursements within five business days of receiving MZA's payroll reimbursement check requests and accompanying documentation. MZA is to receive no administrative fee, percentage, or commission

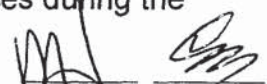


on the salaries, hourly wages or any other form of compensation paid to the above-referenced employees, and MZA will make available to GMHC upon request documentation of the true and total cost of these employees. In no event shall GMHC become liable for any amount in respect of the employment relationship between MZA and the AWNY staff, including but not limited to any amounts that may be assessed by any governmental authority in respect of inadequate tax withholding by MZA or as a result of any suit initiated by any AWNY staff member against such AWNY staff member's employer, and MZA agrees to indemnify and hold harmless GMHC for any such amounts GMHC may be required to pay as a result thereof.

- 13.4 In the event that GMHC does not reimburse MZA within the time frame specified above, GMHC shall pay MZA a patience bonus of \$200 per day for each day in which GMHC exceeds the above specified reimbursement time frame. This paragraph does not preclude MZA from seeking additional remedies for GMHC's non-compliance with Subsection 13.3 above.
- 13.5 On or before August 6, 2012, GMHC will provide MZA with a \$15,000 payroll-related cash advance. On or before January 8, 2013, GMHC will provide MZA with an additional \$35,000 payroll-related cash advance. This collective \$50,000 advance shall be refunded by MZA to GMHC on the later of: (1) August 13, 2013, or (2) the day after GMHC has fully reimbursed MZA for all AWNY payroll-related charges pursuant to this contract up to and including the July 16-31, 2013 pay period.
- 13.6 During the period of August 1, 2012 to September 1, 2014, GMHC will not hire, offer to hire, contract with, offer to contract with, or otherwise solicit any of the individuals on MZA's staff without the written permission of Craig R. Miller;. During the period of August 1, 2012 to September 1, 2014, MZA will not hire, offer to hire, contract with, offer to contract with, or otherwise solicit any of the individuals on GMHC's staff without the written permission of GMHC's Chief Executive Officer. These prohibitions pertain to any individuals on MZA's or GMHC's staff during or subsequent to production of AWNY.

#### 14. Cooperation/Promotion

- 14.1 During the period from February 1, 2013 to May 15, 2013, GMHC will not sponsor, promote, conduct or allow its name to be used in association with any "walkathon," "danceathon," "bikeathon" or any other event that involves the athletic participation of individuals and/or contributions by others based upon the endurance or participation of such individuals. During the period from February 1, 2013 to May 15, 2013, in New York City only, MZA will not produce, or participate in the production of, any AIDS-related "walkathon," "danceathon," "bikeathon," or any other similar event that involves the athletic participation of individuals and/or contributions by others based upon the endurance or participation of such individuals.
- 14.2 During the period from February 1, 2013 to May 19, 2013, GMHC agrees that it will not allow its name and/or logo to be used on any Point-of-Purchase stand or device (as defined by GMHC's and MZA's general usage of that term) except those designed by MZA for AWNY. Furthermore, GMHC agrees that it will not receive proceeds from, promote, or provide production monies to any fundraising event, except AWNY, that utilizes such Point-of-Purchase stands or devices during the

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.



above-reference period of time. GMHC acknowledges that this assurance to MZA is a material element of this contract, which directly affected MZA's willingness to offer its services in regard to AWNY, and was a factor in determining the budget for AWNY.

## **15. STATUTORY RIGHT TO CANCEL CONTRACT**

- 15.1 Pursuant to Section 174-a of the Executive Law of the State of New York, GMHC has the right to cancel this contract without cost, penalty or liability for a period of fifteen days following the date on which the contract is filed with the State of New York office of the Attorney General Charities Bureau (which filing is required within ten days after the contract is made). The notice of cancellation, which must be written, must be sent by mail (postage prepaid) or hand delivered to MZA Events, Inc., 3550 Wilshire Boulevard, Suite 1012, Los Angeles, CA 90010. A duplicate copy of the notice of cancellation must be sent to the State of New York Attorney General Charities Bureau, The Capitol, Albany, New York 12224.

## **16. Miscellaneous**

- 16.1 *Incorporation, Good Standing and Due Qualification.*

Each party is a corporation duly organized, validly existing and in good standing under the laws of the State of New York, has the power and authority to own its assets and to transact the business or undertake the activities in which it is now engaged or proposed to be engaged, or is duly qualified as a foreign corporation and in good standing under the laws of each other jurisdiction in which such qualification is required.

- 16.2 *Maintenance of Existence.*

MZA and GMHC will preserve and maintain their corporate existence and good standing in the jurisdiction of their incorporation, and qualify and remain qualified, as a foreign corporation in each jurisdiction in which such qualification is required.

- 16.3 *Registration.*

GMHC is a registered "charitable organization" for purposes of the Executive Law, with registration number 03-14-50. GMHC's address is 119 West 24th Street, New York, New York, 10011. MZA is a registered "professional fundraiser" for purposes of the Executive Law, with registration number 32-53-55. MZA will at all times during the term of this agreement maintain its status and good standing as a "professional fundraiser" and will otherwise be in compliance with the Executive Law or any other laws applicable to it and its activities. MZA's address is 3550 Wilshire Blvd., Suite 1012, Los Angeles, California, 90010.

- 16.4 *Legally Enforceable Agreements.*

This agreement is a legal, valid and binding obligation of the parties enforceable against each of them in accordance with its terms, except to the extent that such enforcement may be limited by bankruptcy, insolvency and other similar laws affecting creditors' rights generally.

16.5 *Assignment.*

The rights and obligations under this agreement will not be pledged, transferred or assigned by either party without the prior written consent of the other party.

16.6 *Participation by Women, Minority and GLBT-Owned Businesses.*

GMHC and MZA encourage meaningful participation by women-owned business enterprises (“**WBEs**”), and minority-owned business enterprises (“**MBEs**”), (WBEs and MBEs collectively referred to as “**W/MBEs**”) as well as businesses owned by gay, lesbian, bisexual or transgender people in its contracting opportunities. MZA will use its commercially reasonable efforts to include W/MBEs and GLBT-owned businesses as vendors for AWNY.

16.7 *Maintenance of Books and Records.*

MZA will keep and maintain complete and accurate books and records of the operations of AWNY to the extent necessary for compliance with the applicable laws, and will preserve such records for a period of at least six years from the date hereof, or such longer period as may be required by applicable law.

16.8 *Cooperation.*

GMHC and MZA will cooperate fully with any investigation, audit, or inquiry conducted by a governmental authority having or claiming jurisdiction over GMHC, MZA, AWNY, or the AWNY office.

16.9 *Survival.*

The obligations to maintain books and records and to cooperate pursuant to Section 16.7 and 16.8 will survive the expiration of the term.

16.10 *Notices.*

(a) Except in the case of notices and other communications expressly permitted to be given by telephone and subject to paragraph (b) below, all notices and other communications provided for herein will be in writing and will be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(i) if to GMHC,

119 West 24th Street  
New York, New York 10011  
telecopy number: 212-367-1020,  
Attention: Marjorie J. Hill, Ph.D., Chief Executive Officer

(ii) if to MZA,

3550 Wilshire Blvd., Suite 1012





Los Angeles, CA 90010  
telecopy number: 213-201-1355  
Attention: Craig R. Miller, President & CEO

- (b) Each party may, in its discretion, agree to accept notices and other communications hereunder by electronic communications (including e-mails) pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications and may be retracted at any time.
- (c) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto.

16.11 *Waiver of Jury Trial.*

EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING BETWEEN GMHC AND MZA DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. THIS SECTION WILL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

16.12 *Governing Law; Jurisdiction; Consent to Service of Process.*

- (a) This agreement will be construed in accordance with and governed by the laws of the State of New York.
- (b) Each party hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- (c) Each party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.



- (d) Each party to this agreement irrevocably consents to service of process in the manner provided for notices in Section 16.10. Nothing will affect the right of any party to this agreement to serve process in any other manner permitted by law.
- (e) This Section will survive the expiration or earlier termination of this agreement.

16.13 *Attorneys' Fees.*

In the event litigation arises in relation to this contract, the prevailing party in any such action will be entitled to recover any and all reasonable attorney's fees and costs incurred in connection with litigation. The judge presiding over the dispute may determine the reasonable amount of such attorneys' fees and costs to be recovered by the prevailing party.

16.14 *Waivers, Amendments.* No provision of this agreement may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the parties. Any waiver of any provision of this agreement or consent to any departure by any party thereof will be effective only in the specific instance and for the purpose for which it is given.

16.15 *Counterparts; Integration; Effectiveness.*

This agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. This agreement constitutes the entire contract among the parties relating to the subject matter of AWNY 2013 and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter of AWNY 2013.

16.16 *Severability.*

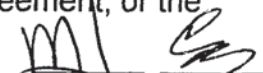
Any provision of this agreement held to be invalid, illegal or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction will not invalidate such provision in any other jurisdiction.

16.17 *No Partnership or Joint Venture.*

Nothing herein contained will be construed in any manner to create any partnership or joint venture between GMHC and MZA, and GMHC and MZA will not be considered partners or co-venturers for any purpose.

16.18 *Consents and Approvals.*

All consents and approvals that may be given under this agreement will, as a condition of their effectiveness, be in writing. The granting of any consent or approval by a party to perform any act requiring consent or approval under the terms of this agreement, or the





failure on the part of a party to object to any such action taken without the required consent or approval, will not, except where expressly stated otherwise, be deemed a waiver by the party whose consent was required of its right to require such consent or approval for any further similar act. The foregoing will not limit the effect of any provision of this agreement by which consent is deemed granted, if objection is not made within a specified period.

16.19 *Remedies Not Exclusive.*

No right or remedy conferred upon GMHC or MZA in this agreement is intended to be exclusive of any other right or remedy contained in this agreement, except where expressly stated otherwise. Every such right or remedy will be cumulative and will be in addition to each other right and remedy contained in this agreement or now or hereafter available to GMHC or MZA at law, in equity, by statute or otherwise. This Section will survive the expiration or earlier termination of this agreement.

16.20 *Required Provisions of Law Controlling.*

It is the intention and understanding of the parties hereto that each and every provision of law required to be inserted in this agreement should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then this agreement will forthwith, upon the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party.

16.21 *Interpretation of this Agreement.*

All parties to this contract and their counsel have participated in the negotiation and drafting of this agreement. Therefore, in any interpretation or construction of the terms or meaning of this contract, those terms and this contract will be construed equally with regard to all parties, and not more strictly against one party or the other based on that party's degree of participation in the creation of this agreement. This Section will survive the expiration or earlier termination of this agreement.

16.22 *No Third-Party Beneficiaries.*

This agreement is not intended to and will not confer upon any person other than GMHC and MZA any rights or remedies hereunder.

16.23 *Specified Dates.*

For purposes of compliance with New York State Law, the specified beginning date of this contract shall be August 1, 2012, and the specified ending date of this contract shall be July 31, 2013.

16.24 *Future Contract Negotiations.*

The parties agree that the appropriate time to negotiate and sign contracts for production of future AIDS Walk New York events is 22 months or more before the date of such events.

The parties agree to endeavor to do so, in order to optimize opportunities for planning and to enable MZA to offer, and GMHC to receive, a discounted event production fee.

This agreement for production of AWNY, 2013 is effective immediately upon signing on behalf of all parties.

DATED: November 15, 2010 GAY MEN'S HEALTH CRISIS, INC.

BY:   
\_\_\_\_\_  
Marjorie Hill, Ph.D.  
Chief Executive Officer

DATED: November 15, 2010 MZA EVENTS, INC.

BY:   
\_\_\_\_\_  
Craig R. Miller  
President & CEO



**EXHIBIT A: DIVISION OF AIDS WALK NEW YORK RESPONSIBILITIES**

Production of the 2013 AIDS Walk New York will require a close working relationship between Gay Men's Health Crisis, Inc. (GMHC) and MZA Events, Inc. (MZA). While cooperation and mutual support will be important at all stages, the following list delineates division of primary responsibility for the various aspects of AWNY's production:

	<b>MZA</b>	<b>GMHC</b>
<b>Overall organization of the event</b>	<b>X</b>	
<b>Secure Park and Police Permits</b>	<b>X</b>	<b>X</b>
<b>Design and Production of All Event Materials</b>	<b>X</b>	
<b>Provide Funds for Production of Event</b>		<b>X</b>
<b>Administration of AWNY Budget</b>	<b>X</b>	<b>X</b>
<b>Day-to-day Management of AWNY Office</b>	<b>X</b>	
<b>Provide Lists for Recruitment Mailings</b>	<b>X</b>	
<b>Recruit Volunteers for Phone Bank and Tabling</b>	<b>X</b>	<b>X</b>
<b>Supervision and Coordination of Phone Bank and Tabling</b>	<b>X</b>	
<b>Provide Office Space with Specified Telephone Service</b>		<b>X</b>
<b>Solicitation and Oversight of Media Sponsorships</b>	<b>X</b>	
<b>Press Development</b>	<b>X</b>	<b>X</b>
<b>Press Spokesperson</b>	<b>X</b>	<b>X</b>
<b>Corporate Underwriting</b>	<b>X</b>	<b>X</b>
<b>Major Donors</b>	<b>X</b>	<b>X</b>
<b>Distribution of AWNY Materials</b>	<b>X</b>	
<b>Recruitment of Volunteers for Day of Event</b>	<b>X</b>	<b>X</b>
<b>Selection and Supervision of AWNY staff</b>	<b>X</b>	
<b>Provide Insurance Coverage for AWNY Production</b>		<b>X</b>
<b>Secure Speakers for Day of Event</b>	<b>X</b>	
<b>Secure Celebrity (ies) for Event</b>	<b>X</b>	
<b>Supervision of Pledge Collection</b>	<b>X</b>	

EXHIBIT B: PRODUCTION BUDGET

**AIDS Walk New York - 2013 Budget Summary**

<b>Category Description</b>	<b>2009 Budget - Requested</b>		<b>2013 Budget - Requested</b>
<b>DOE Expenses</b>			
Rentals: Toilets/Dumpsters/Tents/Tables/Chairs	64,046	x104%	66,608
Equipment: (Lifts/Carts/Radios/Bull-horns)	19,006	x104%	19,766
Stage/Sound	44,720	x104%	46,509
Security/Armored Car	23,400	x104%	24,336
Banners/Balloons/Installation	11,960	x104%	12,438
Trucks	10,400	x104%	10,816
DOE Other Expenses	29,380	x104%	30,555
<b>Sub-Total DOE:</b>	<b>202,912</b>		<b>211,029</b>
<b>Long Distance Phone</b>	<b>1,040</b>	x104%	<b>1,082</b>
<b>Miscellaneous</b>	<b>26,000</b>	x104%	<b>27,040</b>
<b>All Staffing</b>			
Campaign Staff	660,400	x104%	686,816
Data Processing	57,200	x104%	59,488
Hourly Employees	52,000	x104%	54,080
<b>Sub-Total Staffing:</b>	<b>796,640</b>		<b>828,506</b>
<b>Office Supplies</b>	<b>20,800</b>	x104%	<b>21,632</b>



EXHIBIT B: PRODUCTION BUDGET

**AIDS Walk New York - 2013 Budget Summary (Cont)**

**Outdoor Advertising**

Printing/Pre-production	10,400	x104%	10,816
Posting	161,200	x104%	167,648
<b>Sub-Total Outdoor:</b>	<b>171,600</b>		<b>178,464</b>

**Postage**

General	4,196	x104%	4,364
Recruitment	13,125	x104%	13,650
Teams/SW	36,000	x104%	37,440
Follow-up/Kits	82,500	x104%	85,800
Premiums	36,000	x104%	37,440
<b>Sub-Total Postage/Delivery:</b>	<b>171,821</b>		<b>178,694</b>

**Premiums 98,800 x104% 102,752**

**Print and Art**

Graphic Art/Print Pre-Pro	20,800	x104%	21,632
Campaign Stationary	5,200	x104%	5,408
POP/Posters	43,680	x104%	45,427
Recruitment	5,200	x104%	5,408
Follow-up/Kits/teams	36,400	x104%	37,856
Sponsorship	3,120	x104%	3,245
Program Guide	36,400	x104%	37,856
<b>Sub-Total Printing:</b>	<b>150,800</b>		<b>156,832</b>

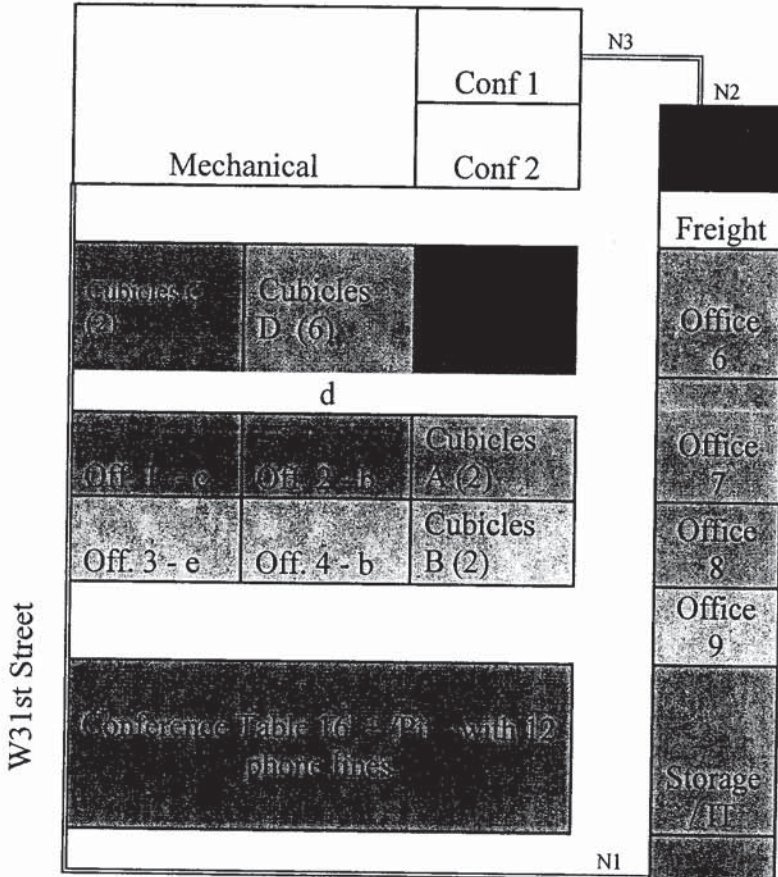
**Transaction Fees For Online Donations: 120,000 x104% 124,800\*\***




**Total Expenses: 1,760,413 1,830,831 TBD**

\*\*Estimate only. See Section 4.3

EXHIBIT C: AWNY OFFICE SPACE

AWNY Office Space - West 33rd Street



-  indicates AWNY office perimeter.
-  indicates AWNY office perimeter doorway.
-  Indicates fire exit

Office	Assignment; Desks
1	Event Director
2	Event Coordinator
3	Teams: 6
4	Teams: 2 + 1
Cubicles A	Sponsorship Interns 2
Cubicles B	Teams Interns: 2
Cubicles C	Event Mgmt Interns 2
Cubicles D	Event Ops Interns
6	Sponsorship
7	Event Opts: 1 + 1
8	Event Opts: 1 + 1
9	SW + Intern
Storage	IT: 1 + 1
10	IT: 1 + 1
11	CEO
12	COO



EXHIBIT C: AWPY OFFICE SPACE, Cont.

Notes:

- A) Primary AWPY space is fully contained and lockable.
- B) Offices 10, 11, 12 are understood to be outside the lockable, contained area.
- C) East Containment Wall (N1 - adjacent to Office 10) will be fully lockable.
- D) West Containment (N2 - in hallway adjacent to office 5) understood to be doorway set into hallway.
- E) West Containment wall egress, N3, understood to be fire exit
- F) Conf. Rooms 1 & 2 understood to be within AWPY area, but will be shared as needed with GMHC.
- G) Notwithstanding any other provision of this Exhibit C, to the extent that fully locking the perimeter of the AWPY space is in conflict with local ordinance and/or the direction of Fire Department or Department of Building and Safety officials, it is understood that GMHC will need to defer to said ordinance(s) or officials.

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

Form <b>CHAR016A</b>	<b>Professional Fund Raiser/Fund Raising Counsel Contract Certification</b> New York State Department of Law (Office of the Attorney General) Charities Bureau The Capitol Albany, NY 12224 <a href="http://www.CharitiesNYS.com">http://www.CharitiesNYS.com</a>	<b>Open to Public Inspection</b>  <b>(including attachments)</b>
Article 7-A of the Executive Law		

<b>Part A - Identification of Contracting Professional Fund Raiser(s)/Fund Raising Counsel (PFR/FRC)</b>	
1. Name of Contracting Professional Fund Raiser(s)/Fund Raising Counsel	2. NYS PFR/FRC ID#
MZA Events, Inc.	32 - 53 - 55
	- - - - -

<b>Part B - Identification of Contracting Charitable Organization(s)</b>	
1. Name of Contracting Charitable Organization(s)	2. NYS CHARITY ID#
Gay Men's Health Crisis (GMHC)	03 - 14 - 50
	- - - - -

<b>Part C - Contract Date and Period</b>	
1. Date of Contract	2. Contract Period
10 / 12 / 2011	Start Date: 08 / 01 / 2013
	End Date: 07 / 31 / 2014

<b>Part D - Certification - Authorized Representative of PFR/FRC Signature Required</b>	
I, an authorized representative of the above named Professional Fund Raiser/Fund Raising Counsel, certify under penalties for perjury, that the above referenced and attached contract, including any accompanying exhibits, addenda and attachments, is a true and correct copy of the original contract executed by the parties.	
PFR/FRC Representative	Signature: <i>[Handwritten Signature]</i>
	Printed Name: <i>Rebecca Merkel</i>
	Title: <i>Director of Finance &amp; Administration</i>
	Date: <i>12/18/11</i>

<b>Part E - Attachments</b>
Check the boxes for the documents that are attached.
<input type="checkbox"/> Contract (Required) (DO NOT disclose any Federal ID numbers or Social Security numbers in the contract.)
<input type="checkbox"/> CHAR016B (Must be completed if the contract does not already include statements required by §174-a of NYS Executive Law.)

FOR OFFICE USE ONLY	DATE RECEIVED	CONTRACT FILING ID#	PFR/FRC ID#	CHARITY ID#
	21 DEC 2011		32-53-55	03-14-50
	DATE SIGNED	BEGINNING DATE	END DATE	CHAR037 DUE DATE
	10/12/11	8/1/13	7/31/14	
DATE FILED	TERMS			
12/21/11	Event - 5/18/14			



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EVENT PRODUCTION AGREEMENT

between

GAY MEN'S HEALTH CRISIS, INC.

and

MZA EVENTS, INC.

Dated as of October 12, 2011



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## Contract

### AIDS Walk New York 2014

This contract is entered into by and between Gay Men's Health Crisis, Inc. (hereinafter "GMHC") and MZA Events, Inc., (hereinafter "MZA") for the production of "AIDS Walk New York, 2014" (hereinafter "AWNY") a fundraising walkathon benefiting GMHC, which is currently scheduled to take place on May 18, 2014, in New York City.

#### **1. Services/Responsibilities**

- 1.1 MZA agrees to serve as overall organizer and coordinator of AIDS Walk New York, for which GMHC agrees to compensate MZA in the amount and manner detailed below.
- 1.2 Responsibilities for the preparation of production of AWNY shall be in accordance with the "Division of Walkathon Responsibilities" Section of this contract.

#### **2. Payment**

- 2.1 GMHC agrees to pay MZA a base fee of \$283,500 for its services under this contract, plus bonuses if earned as specified in Subsection 2.1(g) and 2.1(h) below. The base fee is subject to possible reductions as specified in Subsections 2.1(d), and 2.3 below. Payment of this fee shall be made to MZA as follows:
  - (a) A \$95,000 non-refundable advance payment shall be made upon the signing of this agreement by both parties;
  - (b) GMHC agrees that the payment called for in Subsection 2.1(a) of this contract is fully earned upon the signing of this contract by both parties, in that, among other reasons, the nature of the services to be provided by MZA require a significant commitment of a large block of time at substantial cost to MZA;
  - (c) A \$54,000 non-refundable payment shall be made on or before January 31, 2014;
  - (d) A \$98,000 non-refundable payment shall be made sixty days prior to the date of AWNY, but not later than March 19, 2014. Should this contract be executed on or before October 7, 2011, the payment specified in this Subsection shall be reduced to \$85,500, resulting in a \$12,500 discount to GMHC.
  - (e) A \$25,000 payment shall be made within three days after AWNY occurs, unless conditions specified in Subsection 2.2 of this contract exist;
  - (f) An \$11,500 payment shall be made thirty days after the date on which AWNY is held, unless conditions specified in Subsection 2.2 of this contract exist;
  - (g) In the event that total gross income generated by AWNY exceeds \$2,125,000, GMHC agrees to pay MZA a bonus of \$20,000. This bonus will be paid within five days after the date that total gross Walkathon income exceeds \$2,125,000.





- (h) In addition to the other compensation provided herein, GMHC shall pay MZA a supplemental bonus in an amount equal to 3.10% of net proceeds as defined below (The Net Bonus). The Net Bonus shall be determined by good faith reconciliation of both parties' expense and revenue records which shall commence no later than September 1, 2014 and conclude no later than September 15, 2014. Notwithstanding the foregoing, the parties agree to arrive at an initial good faith estimate of net proceeds by June 15, 2014, and GMHC agrees to pay MZA 75% of the anticipated total net bonus on or before June 30, 2014. The final Net Bonus shall be paid no later than 3 business days after completion of the September reconciliation.
- (i) The gross income of AWNY 2014 shall be defined (for all purposes, including the determination of MZA's fee and possible bonuses) as the total of all the following:
- (i) All contributions raised directly or indirectly by, for or in connection with AWNY, regardless of any other factors such as the relationship of the contributor to GMHC or MZA, method of payment, size of the contribution and timing of its receipt;
  - (ii) Any and all checks made payable to AIDS Walk, AIDS Walk New York or AWNY and received by GMHC or MZA from any source between August 1, 2013 and December 31, 2014, except to the extent that such checks represent revenue attributable solely to AWNY 2013 or AWNY 2015;
  - (iii) All major donor commitments related to AWNY (which shall be deemed to be actually paid and received when pledged if any public recognition of such donors is provided during the course of the AWNY production);
  - (iv) All corporate matching gifts related to AWNY (which shall be deemed to be actually paid and received thirty days after MZA submits to GMHC the application forms or other documentation of such grants, unless GMHC in good faith questions the accuracy of such documentation within said thirty days, in which event the parties shall endeavor in good faith to agree upon the amount of such matching grants to be included);
  - (v) All proceeds raised by the marketing of any AIDS Walk New York or GMHC merchandise at the event, or related to the event;
  - (vi) All proceeds of any events organized in support of or in connection with AWNY.
- (j) For purposes of determining MZA's Net Bonus payment pursuant to subsection (h) above, net proceeds shall equal Gross Income as defined in subsection (i) above, minus the sum total of: The "Production Budget" expenses for which check requests were signed by MZA; MZA's base fee and section 2.1 (g) performance bonus; park fees; GMHC's Merchant Account charges and fees related to AWNY; net distribution to participating CPP teams and currently existing CPP hybrid team (as the terms "CPP Team(s)" and "CPP Hybrid" are commonly used and understood by the parties).





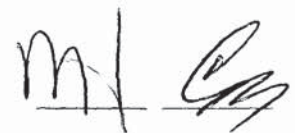
- (k) The fee specified in Section 2.1 is based on the understanding that MZA will not provide services for the cashiering and depositing of AWNY day-of-event proceeds, and the production budget does not include funds for such services. This task remains GMHC's separate responsibility unless the parties reach a subsequent written agreement to the contrary.
- 2.2 If by the dates specified in Subsections 2.1(e) and 2.1(f) of this contract, total gross income generated by AWNY has not exceeded \$1,300,000, the payments called for in Subsections 2.1(e) and 2.1(f) of this contract will not be payable until such date that total gross income generated by AWNY does exceed \$1,300,000.
- 2.3 If by the ninetieth day after AWNY occurs, the total gross Walkathon income has not exceeded \$1,300,000, MZA will forfeit its right to the payments described in Subsections 2.1(e) and 2.1(f) of this contract and will refund \$32,500 to GMHC.

### **3. Solicitation of Major Donors and Corporate Sponsors**

- 3.1 GMHC and MZA will be jointly responsible for soliciting "Major Donors" and "Corporate Sponsors" for AWNY. GMHC and MZA agree that MZA will maintain at least two full-time employees during the months of August 2013 through November 2013 to perform MZA's responsibilities relative to: the above-referenced solicitation effort; maintaining and strengthening AWNY's relationships with Corporate Teams; and performing other AWNY-related tasks. GMHC and MZA agree that the expense of these two or more employees must be paid for within the confines of the "Production Budget" of this contract. The parties agree that, during the months of August, 2013 through November, 2013, GMHC may request that MZA make these employees available to assist GMHC's development staff with in-house fundraising tasks (specifically excluding any GMHC activities which involve an outside event producer or fundraising contractor). GMHC agrees to direct all such requests to either Craig R. Miller or MZA's designated event director only (not to any other MZA employees) and MZA agrees to make a good faith effort to respond favorably when such requests do not pose a significant conflict with the employees' other responsibilities.

### **4. Budget**

- 4.1 The "Production Budget" for AWNY will be \$1,802,709, or more at GMHC's discretion. MZA agrees that it will not exceed the "Production Budget" (defined as being all event expenses except expenses for insurance, office space and renovation, telephone installation and basic monthly service charges, T-shirts for sale if any, park fees, expenses for the cashiering and depositing of day-of-event proceeds, all fees and charges related to GMHC's merchant account, administrative costs to GMHC, and the fee to MZA, plus bonuses if earned, all of which are to be paid by GMHC outside of the "Production Budget") without the express written agreement of GMHC's Chief Executive Officer or the Chief Executive Officer's designee.





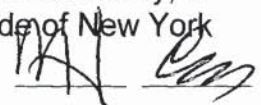
- 4.2 MZA may exceed any one or more of the categories of the "Production Budget," provided that the overall GMHC-approved budget, plus any GMHC-approved excess expenditures, is not exceeded. GMHC agrees that it will not unreasonably withhold permission to exceed the AWNY Production Budget for circumstances that were unforeseen at the time of entering into this contract. Notwithstanding any other term of this contract, any AWNY expenditure for which a GMHC check request was not signed by Craig R. Miller, or MZA's designated event director, shall not be counted against the "Production Budget."
- 4.3 GMHC agrees that transaction fees for online donations will be based on actual usage and may total more or less than the budgeted amount. Unique to this budget line, and notwithstanding any other provision of this contract, savings cannot be reallocated by MZA to other areas of the Production Budget, and overages will not be construed as exceeding the Production Budget.

## **5. Procedures Governing Expenditures**

- 5.1 The process for making AWNY expenditures will be identical to the process used for production of the 2011 AWNY. Specifically, MZA will use the GMHC check request system to obtain checks.
- 5.2 To MZA's knowledge and belief, each invoice, check request, and receipt, heretofore or hereafter submitted to GMHC by MZA in connection with this agreement, upon submission was or will be complete and genuine and accurately reflect the transaction to which it relates.
- 5.3 Provided that MZA's purchases on behalf of AWNY can be paid for within the confines of the GMHC-approved budget, and provided that the purchases are in keeping with the objective of producing AWNY, MZA will have complete discretion to use the vendors of its choice, and MZA's purchases will not require the prior approval of GMHC personnel or the filing of purchase orders prior to the purchase of goods or services. Any and all vendor rebates or adjustments are to be passed to GMHC. MZA represents and warrants that all purchases MZA makes on behalf of GMHC or AWNY are "arm's-length" in nature and that neither MZA nor any of its officers, directors, or shareholders have any ownership or other financial interest in any vendor, unless a written consent by GMHC authorizing the purchase from such vendor is obtained, after a full disclosure of such interest.

## **6. Office Equipment/Property**

- 6.1 In the event that MZA wishes to purchase any single office equipment item for AWNY for a sum greater than \$500, MZA will provide notice of its intention to make such purchase to GMHC at least five business days prior to making said purchase. After such notice is provided, either (i) GMHC may purchase the specified office equipment item directly and provide it for the exclusive use of MZA during production of AWNY, or (ii) MZA may proceed with the purchase at the conclusion of the five business day period.
- 6.2 All office, staging and logistical equipment purchased for AWNY with GMHC funds, whether purchased by MZA through the production budget or by GMHC directly, is and shall remain the property of GMHC and will not be moved outside of New York





City by MZA unless otherwise agreed to by GMHC. MZA acknowledges and confirms GMHC's sole and exclusive ownership of such equipment, and agrees that GMHC may, in its discretion, take possession of any such item of equipment two weeks after giving Craig R. Miller written notice of its intention to do so.

## 7. Agency/Insurance

- 7.1 GMHC agrees that MZA is operating as GMHC's agent as organizer of AWNY. GMHC assumes and accepts full, direct, and primary responsibility for liability that actually or allegedly relates to or results from production of AWNY.
- 7.2 GMHC agrees to secure comprehensive general liability insurance coverage (including personal and bodily injury, advertising injury and premises liability coverage) with no exclusion of AWNY participants, staff or volunteers and with limits not less than \$3,000,000 per occurrence, sufficient to cover claims relating to AWNY, its production and all its related activities. The insurance policy(s) secured by GMHC must cover defense and indemnification for incidents occurring during the period from January 1, 2014 to December 31, 2014. The insurance will specifically include, but not be limited to, premises liability and shall cover the office space provided pursuant to this agreement. GMHC further agrees to name MZA Events, Inc., and Craig R. Miller personally, as additional insureds under such policy(s), for the period from January 1, 2014 to December 31, 2014, and shall provide MZA with a copy of certificates of insurance for each applicable policy and a copy of each applicable policy (including exclusions) by January 2, 2014. GMHC further agrees that it is responsible for providing by April 15, 2014, additional certificates of insurance to other parties that may require to be named as additional insureds in the course of AWNY's production (e.g., the City of New York, etc.). GMHC will promptly notify MZA of any changes in coverage.

## 8. Office Space

- 8.1 GMHC agrees to provide, at its expense, suitable office space in Manhattan for the AWNY staff, volunteers, and phone bank operation on or before August 1, 2013 until at least July 31, 2014, and to have twenty-four sixteen-line push button telephones with hold buttons and intercoms in place and fully operable at that location by that date. The phone service must have telephone lines and numbers which operate independently from any other GMHC telephone service and must be direct dial (with no access code required). For purposes of this section, suitable office space must include all of the following characteristics:
- (a) Office space must consist of ten rooms measuring at least 11' x 15' or comparable, one room measuring at least 20' x 20' or comparable and one room measuring at least 40' x 20' or comparable with at least 60 linear feet of uninterrupted wall space for phone banks; **OR** consist of at least the entirety of that portion of office space within GMHC's building at 446 W. 33<sup>rd</sup> Street (with the agreed upon modification of the removal of one bank of cubicles to provide more open workspace), as that space was configured at the time of the signing of this contract and allotted to AWNY, as well as space comparable to that which was provided on the third floor of the previous GMHC building at 119 West 24<sup>th</sup> St. in Chelsea.





- (b) With the written consent of Craig R. Miller, GMHC may provide an office space other than that specified in Subsection 8.1(a), provided that the office space that GMHC is proposing to secure for AWNY closely approximates the specifications in this contract and provided that the proposed office space is suitable for production of AWNY.
- (c) Office space must be at a location where the appropriate telephone company has committed to provide eighteen additional phone lines by March 1, 2014.
- (d) Office space is for the exclusive uses of MZA and the AWNY staff, and must be at a location that is reasonably safe for evening volunteers and staff. All rooms which comprise the office space must be adjoining and on the same floor, unless otherwise approved by MZA. The entire office space, including the principal entrance and exit way, must be free from safety hazards.
- (e) GMHC agrees to make the AWNY office space accessible 24 hours a day, seven days a week, without limitation.
- (f) MZA will only use the AWNY office for (i) the coordination and production of AWNY or other AIDS fundraising events benefiting a not-for-profit organization and held in North America and (ii) non-substantial utilization related to logistical organizing for the ING New York City Marathon. MZA will keep GMHC reasonably informed of the extent of non-AWNY activities undertaken in the AWNY Office.
- (g) In the event MZA wishes to use the AWNY office in connection with any project other than those referred to in paragraph (f) above, GMHC may charge a reasonable fee for such use, to be determined at the time MZA notifies GMHC of its intention to use the space pursuant to this paragraph, and GMHC notifies MZA of its consent thereto. GMHC reserves the right to refuse MZA's request to use the space for purposes other than those contemplated by this agreement.

## **9. Date of Event/Termination**

- 9.1 Although AWNY is tentatively scheduled to take place on May 18, 2014, both parties agree that, if necessary, any weekend day in May (except Memorial Day Weekend) and the first Saturday and Sunday in June are acceptable alternative dates for AWNY if a suitable staging area, route, and required government permits cannot be secured for the event to be held on May 18, 2014.
- 9.2 With the mutual and written agreement of GMHC and MZA, the date of AWNY may be changed without altering any other provision of this contract.
- 9.3 This contract may be terminated or canceled only if such termination or cancellation is permitted by the terms of this contract. Termination or cancellation of this contract will not affect the status of any other contracts that may exist between GMHC and MZA, including, but not limited to, contracts for production of AWNY in other years.
- 9.4 Notwithstanding the foregoing, if GMHC terminates the AWNY 2013 contract, MZA shall have the right, but not the obligation, to terminate this contract, and shall be relieved from its obligations hereunder (except to the extent any obligations





hereunder are to expressly survive the expiration of the term). MZA must exercise this option within 10 business days of being notified of 2013's cancellation.

## **10. Materials/Advertising/Media**

- 10.1 All advertisements and materials produced for AWNY will be written and designed by MZA and must be approved by GMHC's Chief Executive Officer or the Chief Executive Officer's designee, and MZA, prior to distribution.
- 10.2 Any and all AWNY press releases, media advisories, and public service announcements written by MZA must be approved by GMHC's Chief Executive Officer or designee prior to distribution. Any and all AWNY press releases, media advisories, and public services announcements written by GMHC personnel must be approved by MZA prior to distribution.
- 10.3 GMHC personnel as specified by the Chief Executive Officer, and Craig R. Miller and his designated Event Director and Senior Director of Campaign Operations, are all authorized press spokespersons for AWNY and will work cooperatively and share such responsibilities. However, MZA will be given possession of the "Media Sign-in Sheets" at the conclusion of the event and will have the exclusive right to be the first to phone in the results of AWNY to the news media. Additionally, MZA will have the exclusive right to be the first to announce the financial results of the event at AWNY's closing ceremony:
- 10.4 All AWNY advertisements and materials used for publicity or promotion of AWNY will include a credit line, which will read: "Created and Produced by MZA Events. AIDS Walk Founder/Producer: Craig R. Miller," or similar language as requested by MZA and approved by GMHC. GMHC's approval of possible revised credit line language requested by MZA shall not be unreasonably withheld. The size and position of the credit line will be comparable to the size and position of the credit line that appeared on the 2011 AIDS Walk New York materials.
- 10.5 The amount of recognition to be given to the various AWNY sponsors, including but not limited to recognition in program book ads, appearance in AWNY materials and advertisements, sponsor tables (if any), and speaking time during the AWNY opening ceremony, will be allotted in a manner mutually agreeable to GMHC and MZA.
- 10.6 No individual, business, organization, or entity of any kind shall be given complimentary or discounted advertising space in the AWNY program book, or complimentary or discounted status as an AWNY co-chair, sponsor, major sponsor, principal sponsor, grand sponsor, or any other such designation, or speaking time during the event's opening ceremony without the mutual consent of GMHC and MZA.
- 10.7 MZA agrees that it will not produce any subsequent event titled "AIDS Walk New York" without the express written consent of GMHC. Any and all contribution lists generated by AIDS Walk New York are the exclusive property of GMHC. For use in connection with future AIDS Walk New York events, GMHC may reproduce in original or modified form any and all materials designed or produced by MZA for AIDS Walk New York without the permission of, or further compensation to, MZA.






## 11. Contributions

- 11.1 GMHC will provide MZA with a complete and up to date list of contributions being credited to AIDS Walk New York at least twice a week from February 1, 2014, through June 15, 2014, and at least once a week at all other times from August 1, 2013 through July 31, 2014.
- 11.2 *Bank Account.* GMHC will maintain a bank account in its own name but capable of receiving deposits in respect of AWNY, into which all AWNY contributions will be deposited.
- 11.3 *Responsibility for Collection and Transfer of Funds.*
- (a) MZA will ensure that all donations, less any related credit card processing fees, made through the AIDS Walk New York website are transferred directly to GMHC account by means of an electronic fund transfer.
  - (b) All funds collected by MZA in respect of AWNY, if and to the extent any such funds are deposited by MZA into the GMHC account directly, will be deposited into the GMHC account within five days of MZA's receipt of such funds in compliance with Section 173-a of Article 7-A of the Executive Law.

## 12. Corporate Power and Authority/No Conflicts

- 12.1 The execution, delivery and performance by each party of this agreement has been duly authorized by all necessary corporate action and does not and will not:
- (a) Require any consent or approval of its stockholders;
  - (b) Contravene its charter or by-laws;
  - (c) As represented by MZA only, violate any provision of, or require any filing, registration, consent or approval under any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to MZA, except as provided in this agreement. MZA will file this agreement with the Attorney General of the State of New York, as required by Section 174-a of the Executive Law. MZA will file a closing statement with the Attorney General of the State of New York, as required by Section 174-a of the Executive Law, or as may otherwise be required by the Executive Law.
- 12.2 Each party represents and warrants that there are no actions, suits or proceedings pending or threatened against, or affecting itself before any court, governmental authority or arbitrator, which may, in any one case or in the aggregate, materially adversely affect its own financial condition, operations, properties or business, or the ability to perform their obligations under this agreement.
- 12.3 Each party has filed all tax (federal, state and local) returns required to be filed and has paid all taxes, assessments and governmental charges and levies thereon to be due, including interest and penalties. Each has no knowledge of any claims for taxes due and unpaid which might become a lien upon any of its assets.





### 13. Staff/Staff Costs

- 13.1 MZA has the exclusive right and responsibility to hire, supervise, and, if it deems necessary, dismiss AWNY staff members. MZA has the right to set the compensation for AWNY staff positions, provided that the compensation set by MZA can be paid for within the confines of the GMHC-approved "Production Budget."
- 13.2 All AWNY staff members (not including short-term hourly workers such as stand placers and receptionists, who will be paid as employees of GMHC) will be placed on MZA's payroll and paid as employees of MZA with standard payroll deductions made and employer taxes paid in full accordance with the labor and tax laws of the state of New York and of any city or county therein.
- 13.3 GMHC will reimburse MZA for the true and total cost of the MZA employees assigned by MZA to the production of AWNY, including the cost of benefits and all required employer taxes. GMHC will make such reimbursements within five business days of receiving MZA's payroll reimbursement check requests and accompanying documentation. MZA is to receive no administrative fee, percentage, or commission on the salaries, hourly wages or any other form of compensation paid to the above-referenced employees, and MZA will make available to GMHC upon request documentation of the true and total cost of these employees. In no event shall GMHC become liable for any amount in respect of the employment relationship between MZA and the AWNY staff, including but not limited to any amounts that may be assessed by any governmental authority in respect of inadequate tax withholding by MZA or as a result of any suit initiated by any AWNY staff member against such AWNY staff member's employer, and MZA agrees to indemnify and hold harmless GMHC for any such amounts GMHC may be required to pay as a result thereof.
- 13.4 In the event that GMHC does not reimburse MZA within the time frame specified above, GMHC shall pay MZA a patience bonus of \$200 per day for each day in which GMHC exceeds the above specified reimbursement time frame. This paragraph does not preclude MZA from seeking additional remedies for GMHC's non-compliance with Subsection 13.3 above.
- 13.5 On or before August 6, 2013, GMHC will provide MZA with a \$15,000 payroll-related cash advance. On or before January 8, 2014, GMHC will provide MZA with an additional \$35,000 payroll-related cash advance. This collective \$50,000 advance shall be refunded by MZA to GMHC on the later of: (1) August 13, 2014, or (2) the day after GMHC has fully reimbursed MZA for all AWNY payroll-related charges pursuant to this contract up to and including the July 16-31, 2014 pay period.
- 13.6 During the period of August 1, 2013 to September 1, 2015, GMHC will not hire, offer to hire, contract with, offer to contract with, or otherwise solicit any of the individuals on MZA's staff without the written permission of Craig R. Miller;. During the period of August 1, 2013 to September 1, 2015, MZA will not hire, offer to hire, contract with, offer to contract with, or otherwise solicit any of the individuals on GMHC's staff without the written permission of GMHC's Chief Executive Officer. These prohibitions pertain to any individuals on MZA's or GMHC's staff during or subsequent to production of AWNY.

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.



## **14. Cooperation/Promotion**

- 14.1 During the period from February 1, 2014 to May 15, 2014, GMHC will not sponsor, promote, conduct or allow its name to be used in association with any "walkathon," "danceathon," "bikeathon" or any other event that involves the athletic participation of individuals and/or contributions by others based upon the endurance or participation of such individuals. During the period from February 1, 2014 to May 15, 2014, in New York City only, MZA will not produce, or participate in the production of, any AIDS-related "walkathon," "danceathon," "bikeathon," or any other similar event that involves the athletic participation of individuals and/or contributions by others based upon the endurance or participation of such individuals.
- 14.2 During the period from February 1, 2014 to May 19, 2014, GMHC agrees that it will not allow its name and/or logo to be used on any Point-of-Purchase stand or device (as defined by GMHC's and MZA's general usage of that term) except those designed by MZA for AWNY. Furthermore, GMHC agrees that it will not receive proceeds from, promote, or provide production monies to any fundraising event, except AWNY, that utilizes such Point-of-Purchase stands or devices during the above-reference period of time. GMHC acknowledges that this assurance to MZA is a material element of this contract, which directly affected MZA's willingness to offer its services in regard to AWNY, and was a factor in determining the budget for AWNY.

## **15. STATUTORY RIGHT TO CANCEL CONTRACT**

- 15.1 Pursuant to Section 174-a of the Executive Law of the State of New York, GMHC has the right to cancel this contract without cost, penalty or liability for a period of fifteen days following the date on which the contract is filed with the State of New York office of the Attorney General Charities Bureau (which filing is required within ten days after the contract is made). The notice of cancellation, which must be written, must be sent by mail (postage prepaid) or hand delivered to MZA Events, Inc., 3550 Wilshire Boulevard, Suite 1012, Los Angeles, CA 90010. A duplicate copy of the notice of cancellation must be sent to the State of New York Attorney General Charities Bureau, The Capitol, Albany, New York 12224.

## **16. Miscellaneous**

- 16.1 *Incorporation, Good Standing and Due Qualification.*

Each party is a corporation duly organized, validly existing and in good standing under the laws of the State of New York, has the power and authority to own its assets and to transact the business or undertake the activities in which it is now engaged or proposed to be engaged, or is duly qualified as a foreign corporation and in good standing under the laws of each other jurisdiction in which such qualification is required.

- 16.2 *Maintenance of Existence.*

MZA and GMHC will preserve and maintain their corporate existence and good standing in the jurisdiction of their incorporation, and qualify and remain qualified, as a foreign corporation in each jurisdiction in which such qualification is required.



16.3 *Registration.*

GMHC is a registered "charitable organization" for purposes of the Executive Law, with registration number 03-14-50. GMHC's address is 446 West 33rd Street, New York, New York, 10001. MZA is a registered "professional fundraiser" for purposes of the Executive Law, with registration number 32-53-55. MZA will at all times during the term of this agreement maintain its status and good standing as a "professional fundraiser" and will otherwise be in compliance with the Executive Law or any other laws applicable to it and its activities. MZA's address is 3550 Wilshire Blvd., Suite 1012, Los Angeles, California, 90010.

16.4 *Legally Enforceable Agreements.*

This agreement is a legal, valid and binding obligation of the parties enforceable against each of them in accordance with its terms, except to the extent that such enforcement may be limited by bankruptcy, insolvency and other similar laws affecting creditors' rights generally.

16.5 *Assignment.*

The rights and obligations under this agreement will not be pledged, transferred or assigned by either party without the prior written consent of the other party.

16.6 *Participation by Women, Minority and GLBT-Owned Businesses.*

GMHC and MZA encourage meaningful participation by women-owned business enterprises ("**WBEs**"), and minority-owned business enterprises ("**MBEs**"), (WBEs and MBEs collectively referred to as "**W/MBEs**") as well as businesses owned by gay, lesbian, bisexual or transgender people in its contracting opportunities. MZA will use its commercially reasonable efforts to include W/MBEs and GLBT-owned businesses as vendors for AWNY.

16.7 *Maintenance of Books and Records.*

MZA will keep and maintain complete and accurate books and records of the operations of AWNY to the extent necessary for compliance with the applicable laws, and will preserve such records for a period of at least six years from the date hereof, or such longer period as may be required by applicable law.

16.8 *Cooperation.*

GMHC and MZA will cooperate fully with any investigation, audit, or inquiry conducted by a governmental authority having or claiming jurisdiction over GMHC, MZA, AWNY, or the AWNY office.

16.9 *Survival.*

The obligations to maintain books and records and to cooperate pursuant to Section 16.7 and 16.8 will survive the expiration of the term.





16.10 *Notices.*

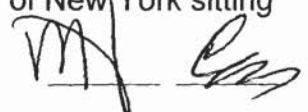
- (a) Except in the case of notices and other communications expressly permitted to be given by telephone and subject to paragraph (b) below, all notices and other communications provided for herein will be in writing and will be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:
- (i) if to GMHC,
- 446 West 33rd Street  
New York, New York 10001  
telecopy number: 212-367-1020,  
Attention: Marjorie J. Hill, Ph.D., Chief Executive Officer
- (ii) if to MZA,
- 3550 Wilshire Blvd., Suite 1012  
Los Angeles, CA 90010  
telecopy number: 213-201-1355  
Attention: Craig R. Miller, President & CEO
- (b) Each party may, in its discretion, agree to accept notices and other communications hereunder by electronic communications (including e-mails) pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications and may be retracted at any time.
- (c) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto.

16.11 *Waiver of Jury Trial.*

EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING BETWEEN GMHC AND MZA DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. THIS SECTION WILL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

16.12 *Governing Law; Jurisdiction; Consent to Service of Process.*

- (a) This agreement will be construed in accordance with and governed by the laws of the State of New York.
- (b) Each party hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting





in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

- (c) Each party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.
- (d) Each party to this agreement irrevocably consents to service of process in the manner provided for notices in Section 16.10. Nothing will affect the right of any party to this agreement to serve process in any other manner permitted by law.
- (e) This Section will survive the expiration or earlier termination of this agreement.

#### 16.13 *Attorneys' Fees.*

In the event litigation arises in relation to this contract, the prevailing party in any such action will be entitled to recover any and all reasonable attorney's fees and costs incurred in connection with litigation. The judge presiding over the dispute may determine the reasonable amount of such attorneys' fees and costs to be recovered by the prevailing party.

16.14 *Waivers, Amendments.* No provision of this agreement may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the parties. Any waiver of any provision of this agreement or consent to any departure by any party thereof will be effective only in the specific instance and for the purpose for which it is given.

#### 16.15 *Counterparts; Integration; Effectiveness.*

This agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. This agreement constitutes the entire contract among the parties relating to the subject matter of AWNY 2014 and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter of AWNY 2014.

#### 16.16 *Severability.*

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.



Any provision of this agreement held to be invalid, illegal or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction will not invalidate such provision in any other jurisdiction.

*16.17 No Partnership or Joint Venture.*

Nothing herein contained will be construed in any manner to create any partnership or joint venture between GMHC and MZA, and GMHC and MZA will not be considered partners or co-venturers for any purpose.

*16.18 Consents and Approvals.*

All consents and approvals that may be given under this agreement will, as a condition of their effectiveness, be in writing. The granting of any consent or approval by a party to perform any act requiring consent or approval under the terms of this agreement, or the failure on the part of a party to object to any such action taken without the required consent or approval, will not, except where expressly stated otherwise, be deemed a waiver by the party whose consent was required of its right to require such consent or approval for any further similar act. The foregoing will not limit the effect of any provision of this agreement by which consent is deemed granted, if objection is not made within a specified period.

*16.19 Remedies Not Exclusive.*

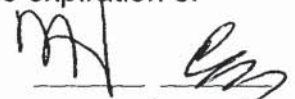
No right or remedy conferred upon GMHC or MZA in this agreement is intended to be exclusive of any other right or remedy contained in this agreement, except where expressly stated otherwise. Every such right or remedy will be cumulative and will be in addition to each other right and remedy contained in this agreement or now or hereafter available to GMHC or MZA at law, in equity, by statute or otherwise. This Section will survive the expiration or earlier termination of this agreement.

*16.20 Required Provisions of Law Controlling.*

It is the intention and understanding of the parties hereto that each and every provision of law required to be inserted in this agreement should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then this agreement will forthwith, upon the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party.

*16.21 Interpretation of this Agreement.*

All parties to this contract and their counsel have participated in the negotiation and drafting of this agreement. Therefore, in any interpretation or construction of the terms or meaning of this contract, those terms and this contract will be construed equally with regard to all parties, and not more strictly against one party or the other based on that party's degree of participation in the creation of this agreement. This Section will survive the expiration or earlier termination of this agreement.





16.22 *No Third-Party Beneficiaries.*

This agreement is not intended to and will not confer upon any person other than GMHC and MZA any rights or remedies hereunder.

16.23 *Specified Dates.*

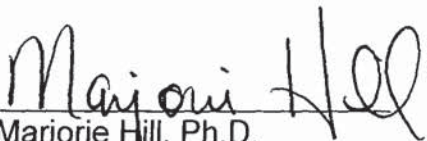
For purposes of compliance with New York State Law, the specified beginning date of this contract shall be August 1, 2013, and the specified ending date of this contract shall be July 31, 2014.

16.24 *Future Contract Negotiations.*

The parties agree that the appropriate time to negotiate and sign contracts for production of future AIDS Walk New York events is 22 months or more before the date of such events. The parties agree to endeavor to do so, in order to optimize opportunities for planning and to enable MZA to offer, and GMHC to receive, a discounted event production fee.

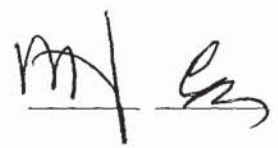
This agreement for production of AWNY, 2014 is effective immediately upon signing on behalf of all parties.

DATED: October 12, 2011 GAY MEN'S HEALTH CRISIS, INC.

BY:   
Marjorie Hill, Ph.D.  
Chief Executive Officer

DATED: October 7, 2011 MZA EVENTS, INC.

BY:   
Craig R. Miller  
President & CEO



## EXHIBIT A: DIVISION OF AIDS WALK NEW YORK RESPONSIBILITIES

Production of the 2014 AIDS Walk New York will require a close working relationship between Gay Men's Health Crisis, Inc. (GMHC) and MZA Events, Inc. (MZA). While cooperation and mutual support will be important at all stages, the following list delineates division of primary responsibility for the various aspects of AWNY's production:

	MZA	GMHC
Overall organization of the event	X	
Secure Park and Police Permits	X	X
Design and Production of All Event Materials	X	
Provide Funds for Production of Event		X
Administration of AWNY Budget	X	X
Day-to-day Management of AWNY Office	X	
Provide Lists for Recruitment Mailings	X	
Recruit Volunteers for Phone Bank and Tabling	X	X
Supervision and Coordination of Phone Bank and Tabling	X	
Provide Office Space with Specified Telephone Service		X
Solicitation and Oversight of Media Sponsorships	X	
Press Development	X	X
Press Spokesperson	X	X
Corporate Underwriting	X	X
Major Donors	X	X
Distribution of AWNY Materials	X	
Recruitment of Volunteers for Day of Event	X	X
Selection and Supervision of AWNY staff	X	
Provide Insurance Coverage for AWNY Production		X
Secure Speakers for Day of Event	X	
Secure Celebrity (ies) for Event	X	
Supervision of Pledge Collection	X	



EXHIBIT B: PRODUCTION BUDGET

**AIDS Walk New York - 2014 Budget Summary**

<b>Category Description</b>	<b>2009 Budget - Requested</b>		<b>2014 Budget - Requested</b>
<b>DOE Expenses</b>			
Rentals: Toilets/Dumpsters/Tents/Tables/Chairs	64,046	x104%	66,608
Equipment: (Lifts/Carts/Radios/Bull-horns)	19,006	x104%	19,766
Stage/Sound	44,720	x104%	46,509
Security/Armored Car	23,400	x104%	24,336
Banners/Balloons/Installation	11,960	x104%	12,438
Trucks	10,400	x104%	10,816
DOE Other Expenses	29,380	x104%	30,555
<b>Sub-Total DOE:</b>	<b>202,912</b>		<b>211,029</b>
<b>Long Distance Phone</b>	<b>1,040</b>	x104%	<b>1,082</b>
<b>Miscellaneous</b>	<b>26,000</b>	x104%	<b>27,040</b>
<b>All Staffing</b>			
Campaign Staff	660,400	x104%	686,816
Data Processing	57,200	x104%	59,488
Hourly Employees	52,000	x104%	54,080
<b>Sub-Total Staffing:</b>	<b>796,640</b>		<b>800,384</b>
<b>Office Supplies</b>	<b>20,800</b>	x104%	<b>21,632</b>

Handwritten signatures in black ink, appearing to be initials and a full name, located at the bottom right of the page.

EXHIBIT B: PRODUCTION BUDGET

**AIDS Walk New York - 2014 Budget Summary (Cont)**

**Outdoor Advertising**

Printing/Pre-production	10,400	x104%	10,816
Posting	161,200	x104%	167,648
<b>Sub-Total Outdoor:</b>	<b>171,600</b>		<b>178,464</b>

**Postage**

General	4,196	x104%	4,364
Recruitment	13,125	x104%	13,650
Teams/SW	36,000	x104%	37,440
Follow-up/Kits	82,500	x104%	85,800
Premiums	36,000	x104%	37,440
<b>Sub-Total Postage/Delivery:</b>	<b>171,821</b>		<b>178,694</b>

**Premiums 98,800 x104% 102,752**

**Print and Art**

Graphic Art/Print Pre-Pro	20,800	x104%	21,632
Campaign Stationary	5,200	x104%	5,408
POP/Posters	43,680	x104%	45,427
Recruitment	5,200	x104%	5,408
Follow-up/Kits/teams	36,400	x104%	37,856
Sponsorship	3,120	x104%	3,245
Program Guide	36,400	x104%	37,856
<b>Sub-Total Printing:</b>	<b>150,800</b>		<b>156,832</b>

**Transaction Fees For Online Donations: 120,000 x104% 124,800\*\***

**Total Expenses: 1,760,413 1,802,709 TBD**

\*\*Estimate only. See Section 4.3



my Q

Form <b>CHAR016A</b>	<b>Professional Fund Raiser/Fund Raising Counsel Contract Certification</b> New York State Department of Law (Office of the Attorney General) Charities Bureau The Capitol Albany, NY 12224 <a href="http://www.CharitiesNYS.com">http://www.CharitiesNYS.com</a>	<b>Open to Public Inspection</b>  (including attachments)
Article 7-A of the Executive Law		

<b>Part A - Identification of Contracting Professional Fund Raiser(s)/Fund Raising Counsel (PFR/FRC)</b>	
1. Name of Contracting Professional Fund Raiser(s)/Fund Raising Counsel	2. NYS PFR/FRC ID#
MZA Events, Inc.	32 - 53 - 55

<b>Part B - Identification of Contracting Charitable Organization(s)</b>	
1. Name of Contracting Charitable Organization(s)	2. NYS CHARITY ID#
Gay Men's Health Crisis (GMHC)	03 - 14 - 50

<b>Part C - Contract Date and Period</b>	
1. Date of Contract	2. Contract Period
10 / 12 / 2011	Start Date: 08 / 01 / 2014
	End Date: 07 / 31 / 2015

<b>Part D - Certification - Authorized Representative of PFR/FRC Signature Required</b>			
I, an authorized representative of the above named Professional Fund Raiser/Fund Raising Counsel, certify under penalties for perjury, that the above referenced and attached contract, including any accompanying exhibits, addenda and attachments, is a true and correct copy of the original contract executed by the parties.			
PFR/FRC Representative	<i>Rebecca A. Miskil</i>	Rebecca A Miskil	Director of Finance & Administration
	Signature	Printed Name	Title
			11/22/11
			Date

<b>Part E - Attachments</b>	
Check the boxes for the documents that are attached.	
<input checked="" type="checkbox"/>	Contract (Required) (DO NOT disclose any Federal ID numbers or Social Security numbers in the contract.)
<input type="checkbox"/>	CHAR016B (Must be completed if the contract does not already include statements required by §174-a of NYS Executive Law.)

FOR OFFICE USE ONLY	DATE RECEIVED	CONTRACT FILING ID#	PFR/FRC ID#	CHARITY ID#
	25 NOV 2011		32-53-55	03-14-50
	DATE SIGNED	BEGINNING DATE	END DATE	CHAR037 DUE DATE
	11/12/11	8/1/14	7/31/15	
	DATE FILED	TERMS		
	11/25/11	Event - 5/17/15		



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EVENT PRODUCTION AGREEMENT

between

GAY MEN'S HEALTH CRISIS, INC.

and

MZA EVENTS, INC.

Dated as of October 12, 2011



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## Contract

### AIDS Walk New York 2015

This contract is entered into by and between Gay Men's Health Crisis, Inc. (hereinafter "GMHC") and MZA Events, Inc., (hereinafter "MZA") for the production of "AIDS Walk New York, 2015" (hereinafter "AWNY") a fundraising walkathon benefiting GMHC, which is currently scheduled to take place on May 17, 2015, in New York City.

#### **1. Services/Responsibilities**

- 1.1 MZA agrees to serve as overall organizer and coordinator of AIDS Walk New York, for which GMHC agrees to compensate MZA in the amount and manner detailed below.
- 1.2 Responsibilities for the preparation of production of AWNY shall be in accordance with the "Division of Walkathon Responsibilities" Section of this contract.

#### **2. Payment**

- 2.1 GMHC agrees to pay MZA a base fee of \$283,500 for its services under this contract, plus bonuses if earned as specified in Subsection 2.1(g) and 2.1(h) below. The base fee is subject to possible reductions as specified in Subsections 2.1(d), and 2.3 below. Payment of this fee shall be made to MZA as follows:
  - (a) A \$47,500 non-refundable advance payment shall be made upon the signing of this agreement by both parties. A total of \$47,500 in additional non-refundable advance payments shall be paid by GMHC to MZA as follows: 1) beginning in November 2011, four consecutive monthly payments of \$10,000 each shall be made on or before the tenth day of each month, up to and including February 2012; and 2) a \$7,500 payment shall be made on or before March 10, 2012.
  - (b) GMHC agrees that the payments called for in Subsection 2.1(a) of this contract are fully earned upon the signing of this contract by both parties, in that, among other reasons, the nature of the services to be provided by MZA require a significant commitment of a large block of time at substantial cost to MZA;
  - (c) A \$54,000 non-refundable payment shall be made on or before January 31, 2015;
  - (d) A \$98,000 non-refundable payment shall be made sixty days prior to the date of AWNY, but not later than March 18, 2015. Should this contract be executed on or before October 7, 2011, the payment specified in this Subsection shall be reduced to \$85,500, resulting in a \$12,500 discount to GMHC.
  - (e) A \$25,000 payment shall be made within three days after AWNY occurs, unless conditions specified in Subsection 2.2 of this contract exist;
  - (f) An \$11,500 payment shall be made thirty days after the date on which AWNY is held, unless conditions specified in Subsection 2.2 of this contract exist;





- (g) In the event that total gross income generated by AWNY exceeds \$2,250,000, GMHC agrees to pay MZA a bonus of \$20,000. This bonus will be paid within five days after the date that total gross Walkathon income exceeds \$2,250,000.
- (h) In addition to the other compensation provided herein, GMHC shall pay MZA a supplemental bonus in an amount equal to 3.10% of net proceeds as defined below (The Net Bonus). The Net Bonus shall be determined by good faith reconciliation of both parties' expense and revenue records which shall commence no later than September 1, 2015 and conclude no later than September 15, 2015. Notwithstanding the foregoing, the parties agree to arrive at an initial good faith estimate of net proceeds by June 15, 2015, and GMHC agrees to pay MZA 75% of the anticipated total net bonus on or before June 30, 2015. The final Net Bonus shall be paid no later than 3 business days after completion of the September reconciliation.
- (i) The gross income of AWNY 2015 shall be defined (for all purposes, including the determination of MZA's fee and possible bonuses) as the total of all the following:
- (i) All contributions raised directly or indirectly by, for or in connection with AWNY, regardless of any other factors such as the relationship of the contributor to GMHC or MZA, method of payment, size of the contribution and timing of its receipt;
  - (ii) Any and all checks made payable to AIDS Walk, AIDS Walk New York or AWNY and received by GMHC or MZA from any source between August 1, 2015 and December 31, 2015, except to the extent that such checks represent revenue attributable solely to AWNY 2014 or AWNY 2016;
  - (iii) All major donor commitments related to AWNY (which shall be deemed to be actually paid and received when pledged if any public recognition of such donors is provided during the course of the AWNY production);
  - (iv) All corporate matching gifts related to AWNY (which shall be deemed to be actually paid and received thirty days after MZA submits to GMHC the application forms or other documentation of such grants, unless GMHC in good faith questions the accuracy of such documentation within said thirty days, in which event the parties shall endeavor in good faith to agree upon the amount of such matching grants to be included);
  - (v) All proceeds raised by the marketing of any AIDS Walk New York or GMHC merchandise at the event, or related to the event;
  - (vi) All proceeds of any events organized in support of or in connection with AWNY.
- (j) For purposes of determining MZA's Net Bonus payment pursuant to subsection (h) above, net proceeds shall equal Gross Income as defined in subsection (i) above, minus the sum total of: The "Production Budget" expenses for which check requests were signed by MZA; MZA's base fee and section 2.1 (g) performance bonus; park fees; GMHC's Merchant Account charges and fees related to AWNY; net distribution



to participating CPP teams and currently existing CPP hybrid team (as the terms "CPP Team(s)" and "CPP Hybrid" are commonly used and understood by the parties).

- (k) The fee specified in Section 2.1 is based on the understanding that MZA will not provide services for the cashiering and depositing of AWNY day-of-event proceeds, and the production budget does not include funds for such services. This task remains GMHC's separate responsibility unless the parties reach a subsequent written agreement to the contrary.
- 2.2 If by the dates specified in Subsections 2.1(e) and 2.1(f) of this contract, total gross income generated by AWNY has not exceeded \$1,300,000, the payments called for in Subsections 2.1(e) and 2.1(f) of this contract will not be payable until such date that total gross income generated by AWNY does exceed \$1,300,000.
- 2.3 If by the ninetieth day after AWNY occurs, the total gross Walkathon income has not exceeded \$1,300,000, MZA will forfeit its right to the payments described in Subsections 2.1(e) and 2.1(f) of this contract and will refund \$32,500 to GMHC.

### **3. Solicitation of Major Donors and Corporate Sponsors**

- 3.1 GMHC and MZA will be jointly responsible for soliciting "Major Donors" and "Corporate Sponsors" for AWNY. GMHC and MZA agree that MZA will maintain at least two full-time employees during the months of August 2014 through November 2014 to perform MZA's responsibilities relative to: the above-referenced solicitation effort; maintaining and strengthening AWNY's relationships with Corporate Teams; and performing other AWNY-related tasks. GMHC and MZA agree that the expense of these two or more employees must be paid for within the confines of the "Production Budget" of this contract. The parties agree that, during the months of August, 2014 through November, 2014, GMHC may request that MZA make these employees available to assist GMHC's development staff with in-house fundraising tasks (specifically excluding any GMHC activities which involve an outside event producer or fundraising contractor). GMHC agrees to direct all such requests to either Craig R. Miller or MZA's designated event director only (not to any other MZA employees) and MZA agrees to make a good faith effort to respond favorably when such requests do not pose a significant conflict with the employees' other responsibilities.

### **4. Budget**

- 4.1 The "Production Budget" for AWNY will be \$1,802,709, or more at GMHC's discretion. MZA agrees that it will not exceed the "Production Budget" (defined as being all event expenses except expenses for insurance, office space and renovation, telephone installation and basic monthly service charges, T-shirts for sale if any, park fees, expenses for the cashiering and depositing of day-of-event proceeds, all fees and charges related to GMHC's merchant account, administrative costs to GMHC, and the fee to MZA, plus bonuses if earned, all of which are to be paid by GMHC outside of the "Production Budget") without the express written





agreement of GMHC's Chief Executive Officer or the Chief Executive Officer's designee.

- 4.2 MZA may exceed any one or more of the categories of the "Production Budget," provided that the overall GMHC-approved budget, plus any GMHC-approved excess expenditures, is not exceeded. GMHC agrees that it will not unreasonably withhold permission to exceed the AWPY Production Budget for circumstances that were unforeseen at the time of entering into this contract. Notwithstanding any other term of this contract, any AWPY expenditure for which a GMHC check request was not signed by Craig R. Miller, or MZA's designated event director, shall not be counted against the "Production Budget."
- 4.3 GMHC agrees that transaction fees for online donations will be based on actual usage and may total more or less than the budgeted amount. Unique to this budget line, and notwithstanding any other provision of this contract, savings cannot be reallocated by MZA to other areas of the Production Budget, and overages will not be construed as exceeding the Production Budget.

## **5. Procedures Governing Expenditures**

- 5.1 The process for making AWPY expenditures will be identical to the process used for production of the 2011 AWPY. Specifically, MZA will use the GMHC check request system to obtain checks.
- 5.2 To MZA's knowledge and belief, each invoice, check request, and receipt, heretofore or hereafter submitted to GMHC by MZA in connection with this agreement, upon submission was or will be complete and genuine and accurately reflect the transaction to which it relates.
- 5.3 Provided that MZA's purchases on behalf of AWPY can be paid for within the confines of the GMHC-approved budget, and provided that the purchases are in keeping with the objective of producing AWPY, MZA will have complete discretion to use the vendors of its choice, and MZA's purchases will not require the prior approval of GMHC personnel or the filing of purchase orders prior to the purchase of goods or services. Any and all vendor rebates or adjustments are to be passed to GMHC. MZA represents and warrants that all purchases MZA makes on behalf of GMHC or AWPY are "arm's-length" in nature and that neither MZA nor any of its officers, directors, or shareholders have any ownership or other financial interest in any vendor, unless a written consent by GMHC authorizing the purchase from such vendor is obtained, after a full disclosure of such interest.

## **6. Office Equipment/Property**

- 6.1 In the event that MZA wishes to purchase any single office equipment item for AWPY for a sum greater than \$500, MZA will provide notice of its intention to make such purchase to GMHC at least five business days prior to making said purchase. After such notice is provided, either (i) GMHC may purchase the specified office equipment item directly and provide it for the exclusive use of MZA during production of AWPY, or (ii) MZA may proceed with the purchase at the conclusion of the five business day period.



- 6.2 All office, staging and logistical equipment purchased for AWNY with GMHC funds, whether purchased by MZA through the production budget or by GMHC directly, is and shall remain the property of GMHC and will not be moved outside of New York City by MZA unless otherwise agreed to by GMHC. MZA acknowledges and confirms GMHC's sole and exclusive ownership of such equipment, and agrees that GMHC may, in its discretion, take possession of any such item of equipment two weeks after giving Craig R. Miller written notice of its intention to do so.

## 7. Agency/Insurance

- 7.1 GMHC agrees that MZA is operating as GMHC's agent as organizer of AWNY. GMHC assumes and accepts full, direct, and primary responsibility for liability that actually or allegedly relates to or results from production of AWNY.
- 7.2 GMHC agrees to secure comprehensive general liability insurance coverage (including personal and bodily injury, advertising injury and premises liability coverage) with no exclusion of AWNY participants, staff or volunteers and with limits not less than \$3,000,000 per occurrence, sufficient to cover claims relating to AWNY, its production and all its related activities. The insurance policy(s) secured by GMHC must cover defense and indemnification for incidents occurring during the period from January 1, 2015 to December 31, 2015. The insurance will specifically include, but not be limited to, premises liability and shall cover the office space provided pursuant to this agreement. GMHC further agrees to name MZA Events, Inc., and Craig R. Miller personally, as additional insureds under such policy(s), for the period from January 1, 2015 to December 31, 2015, and shall provide MZA with a copy of certificates of insurance for each applicable policy and a copy of each applicable policy (including exclusions) by January 2, 2015. GMHC further agrees that it is responsible for providing by April 15, 2015, additional certificates of insurance to other parties that may require to be named as additional insureds in the course of AWNY's production (e.g., the City of New York, etc.). GMHC will promptly notify MZA of any changes in coverage.

## 8. Office Space

- 8.1 GMHC agrees to provide, at its expense, suitable office space in Manhattan for the AWNY staff, volunteers, and phone bank operation on or before August 1, 2014 until at least July 31, 2015, and to have twenty-four sixteen-line push button telephones with hold buttons and intercoms in place and fully operable at that location by that date. The phone service must have telephone lines and numbers which operate independently from any other GMHC telephone service and must be direct dial (with no access code required). For purposes of this section, suitable office space must include all of the following characteristics:
- (a) Office space must consist of ten rooms measuring at least 11' x 15' or comparable, one room measuring at least 20' x 20' or comparable and one room measuring at least 40' x 20' or comparable with at least 60 linear feet of uninterrupted wall space for phone banks; **OR** consist of at least the entirety of that portion of office space within GMHC's building at 446 W. 33<sup>rd</sup> Street (with the agreed upon modification of the removal of one bank of cubicles to provide more open workspace), as that space



was configured at the time of the signing of this contract and allotted to AWNY, as well as space comparable to that which was provided on the third floor of the previous GMHC building at 119 West 24<sup>th</sup> St. in Chelsea.

- (b) With the written consent of Craig R. Miller, GMHC may provide an office space other than that specified in Subsection 8.1(a), provided that the office space that GMHC is proposing to secure for AWNY closely approximates the specifications in this contract and provided that the proposed office space is suitable for production of AWNY.
- (c) Office space must be at a location where the appropriate telephone company has committed to provide eighteen additional phone lines by March 1, 2015.
- (d) Office space is for the exclusive uses of MZA and the AWNY staff, and must be at a location that is reasonably safe for evening volunteers and staff. All rooms which comprise the office space must be adjoining and on the same floor, unless otherwise approved by MZA. The entire office space, including the principal entrance and exit way, must be free from safety hazards.
- (e) GMHC agrees to make the AWNY office space accessible 24 hours a day, seven days a week, without limitation.
- (f) MZA will only use the AWNY office for (i) the coordination and production of AWNY or other AIDS fundraising events benefiting a not-for-profit organization and held in North America and (ii) non-substantial utilization related to logistical organizing for the ING New York City Marathon. MZA will keep GMHC reasonably informed of the extent of non-AWNY activities undertaken in the AWNY Office.
- (g) In the event MZA wishes to use the AWNY office in connection with any project other than those referred to in paragraph (f) above, GMHC may charge a reasonable fee for such use, to be determined at the time MZA notifies GMHC of its intention to use the space pursuant to this paragraph, and GMHC notifies MZA of its consent thereto. GMHC reserves the right to refuse MZA's request to use the space for purposes other than those contemplated by this agreement.

## **9. Date of Event/Termination**

- 9.1 Although AWNY is tentatively scheduled to take place on May 17, 2015, both parties agree that, if necessary, any weekend day in May (except Memorial Day Weekend) and the first Saturday and Sunday in June are acceptable alternative dates for AWNY if a suitable staging area, route, and required government permits cannot be secured for the event to be held on May 17, 2015.
- 9.2 With the mutual and written agreement of GMHC and MZA, the date of AWNY may be changed without altering any other provision of this contract.
- 9.3 This contract may be terminated or canceled only if such termination or cancellation is permitted by the terms of this contract. Termination or cancellation of this contract will not affect the status of any other contracts that may exist between GMHC and MZA, including, but not limited to, contracts for production of AWNY in other years.





- 9.4 Notwithstanding the foregoing, if GMHC terminates the AWNY 2014 contract, MZA shall have the right, but not the obligation, to terminate this contract, and shall be relieved from its obligations hereunder (except to the extent any obligations hereunder are to expressly survive the expiration of the term). MZA must exercise this option within 10 business days of being notified of 2014's cancellation.

## **10. Materials/Advertising/Media**

- 10.1 All advertisements and materials produced for AWNY will be written and designed by MZA and must be approved by GMHC's Chief Executive Officer or the Chief Executive Officer's designee, and MZA, prior to distribution.
- 10.2 Any and all AWNY press releases, media advisories, and public service announcements written by MZA must be approved by GMHC's Chief Executive Officer or designee prior to distribution. Any and all AWNY press releases, media advisories, and public services announcements written by GMHC personnel must be approved by MZA prior to distribution.
- 10.3 GMHC personnel as specified by the Chief Executive Officer, and Craig R. Miller and his designated Event Director and Senior Director of Campaign Operations, are all authorized press spokespersons for AWNY and will work cooperatively and share such responsibilities. However, MZA will be given possession of the "Media Sign-in Sheets" at the conclusion of the event and will have the exclusive right to be the first to phone in the results of AWNY to the news media. Additionally, MZA will have the exclusive right to be the first to announce the financial results of the event at AWNY's closing ceremony.
- 10.4 All AWNY advertisements and materials used for publicity or promotion of AWNY will include a credit line, which will read: "Created and Produced by MZA Events. AIDS Walk Founder/Producer: Craig R. Miller," or similar language as requested by MZA and approved by GMHC. GMHC's approval of possible revised credit line language requested by MZA shall not be unreasonably withheld. The size and position of the credit line will be comparable to the size and position of the credit line that appeared on the 2011 AIDS Walk New York materials.
- 10.5 The amount of recognition to be given to the various AWNY sponsors, including but not limited to recognition in program book ads, appearance in AWNY materials and advertisements, sponsor tables (if any), and speaking time during the AWNY opening ceremony, will be allotted in a manner mutually agreeable to GMHC and MZA.
- 10.6 No individual, business, organization, or entity of any kind shall be given complimentary or discounted advertising space in the AWNY program book, or complimentary or discounted status as an AWNY co-chair, sponsor, major sponsor, principal sponsor, grand sponsor, or any other such designation, or speaking time during the event's opening ceremony without the mutual consent of GMHC and MZA.
- 10.7 MZA agrees that it will not produce any subsequent event titled "AIDS Walk New York" without the express written consent of GMHC. Any and all contribution lists generated by AIDS Walk New York are the exclusive property of GMHC. For use in connection with future AIDS Walk New York events, GMHC may reproduce in original



or modified form any and all materials designed or produced by MZA for AIDS Walk New York without the permission of, or further compensation to, MZA.

## **11. Contributions**

- 11.1 GMHC will provide MZA with a complete and up to date list of contributions being credited to AIDS Walk New York at least twice a week from February 1, 2015, through June 15, 2015, and at least once a week at all other times from August 1, 2014 through July 31, 2015.
- 11.2 *Bank Account.* GMHC will maintain a bank account in its own name but capable of receiving deposits in respect of AWNY, into which all AWNY contributions will be deposited.
- 11.3 *Responsibility for Collection and Transfer of Funds.*
- (a) MZA will ensure that all donations, less any related credit card processing fees, made through the AIDS Walk New York website are transferred directly to GMHC account by means of an electronic fund transfer.
  - (b) All funds collected by MZA in respect of AWNY, if and to the extent any such funds are deposited by MZA into the GMHC account directly, will be deposited into the GMHC account within five days of MZA's receipt of such funds in compliance with Section 173-a of Article 7-A of the Executive Law.

## **12. Corporate Power and Authority/No Conflicts**

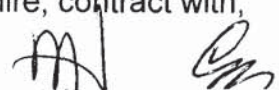
- 12.1 The execution, delivery and performance by each party of this agreement has been duly authorized by all necessary corporate action and does not and will not:
- (a) Require any consent or approval of its stockholders;
  - (b) Contravene its charter or by-laws;
  - (c) As represented by MZA only, violate any provision of, or require any filing, registration, consent or approval under any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to MZA, except as provided in this agreement. MZA will file this agreement with the Attorney General of the State of New York, as required by Section 174-a of the Executive Law. MZA will file a closing statement with the Attorney General of the State of New York, as required by Section 174-a of the Executive Law, or as may otherwise be required by the Executive Law.
- 12.2 Each party represents and warrants that there are no actions, suits or proceedings pending or threatened against, or affecting itself before any court, governmental authority or arbitrator, which may, in any one case or in the aggregate, materially adversely affect its own financial condition, operations, properties or business, or the ability to perform their obligations under this agreement.



- 12.3 Each party has filed all tax (federal, state and local) returns required to be filed and has paid all taxes, assessments and governmental charges and levies thereon to be due, including interest and penalties. Each has no knowledge of any claims for taxes due and unpaid which might become a lien upon any of its assets.

### **13. Staff/Staff Costs**

- 13.1 MZA has the exclusive right and responsibility to hire, supervise, and, if it deems necessary, dismiss AWNY staff members. MZA has the right to set the compensation for AWNY staff positions, provided that the compensation set by MZA can be paid for within the confines of the GMHC-approved "Production Budget."
- 13.2 All AWNY staff members (not including short-term hourly workers such as stand placers and receptionists, who will be paid as employees of GMHC) will be placed on MZA's payroll and paid as employees of MZA with standard payroll deductions made and employer taxes paid in full accordance with the labor and tax laws of the state of New York and of any city or county therein.
- 13.3 GMHC will reimburse MZA for the true and total cost of the MZA employees assigned by MZA to the production of AWNY, including the cost of benefits and all required employer taxes. GMHC will make such reimbursements within five business days of receiving MZA's payroll reimbursement check requests and accompanying documentation. MZA is to receive no administrative fee, percentage, or commission on the salaries, hourly wages or any other form of compensation paid to the above-referenced employees, and MZA will make available to GMHC upon request documentation of the true and total cost of these employees. In no event shall GMHC become liable for any amount in respect of the employment relationship between MZA and the AWNY staff, including but not limited to any amounts that may be assessed by any governmental authority in respect of inadequate tax withholding by MZA or as a result of any suit initiated by any AWNY staff member against such AWNY staff member's employer, and MZA agrees to indemnify and hold harmless GMHC for any such amounts GMHC may be required to pay as a result thereof.
- 13.4 In the event that GMHC does not reimburse MZA within the time frame specified above, GMHC shall pay MZA a patience bonus of \$200 per day for each day in which GMHC exceeds the above specified reimbursement time frame. This paragraph does not preclude MZA from seeking additional remedies for GMHC's non-compliance with Subsection 13.3 above.
- 13.5 On or before August 6, 2014, GMHC will provide MZA with a \$15,000 payroll-related cash advance. On or before January 8, 2015, GMHC will provide MZA with an additional \$35,000 payroll-related cash advance. This collective \$50,000 advance shall be refunded by MZA to GMHC on the later of: (1) August 13, 2015, or (2) the day after GMHC has fully reimbursed MZA for all AWNY payroll-related charges pursuant to this contract up to and including the July 16-31, 2015 pay period.
- 13.6 During the period of August 1, 2014 to September 1, 2016, GMHC will not hire, offer to hire, contract with, offer to contract with, or otherwise solicit any of the individuals on MZA's staff without the written permission of Craig R. Miller;. During the period of August 1, 2014 to September 1, 2016, MZA will not hire, offer to hire, contract with,





offer to contract with, or otherwise solicit any of the individuals on GMHC's staff without the written permission of GMHC's Chief Executive Officer. These prohibitions pertain to any individuals on MZA's or GMHC's staff during or subsequent to production of AWNY.

#### **14. Cooperation/Promotion**

- 14.1 During the period from February 1, 2015 to May 15, 2015, GMHC will not sponsor, promote, conduct or allow its name to be used in association with any "walkathon," "danceathon," "bikeathon" or any other event that involves the athletic participation of individuals and/or contributions by others based upon the endurance or participation of such individuals. During the period from February 1, 2015 to May 15, 2015, in New York City only, MZA will not produce, or participate in the production of, any AIDS-related "walkathon," "danceathon," "bikeathon," or any other similar event that involves the athletic participation of individuals and/or contributions by others based upon the endurance or participation of such individuals.
- 14.2 During the period from February 1, 2015 to May 19, 2015, GMHC agrees that it will not allow its name and/or logo to be used on any Point-of-Purchase stand or device (as defined by GMHC's and MZA's general usage of that term) except those designed by MZA for AWNY. Furthermore, GMHC agrees that it will not receive proceeds from, promote, or provide production monies to any fundraising event, except AWNY, that utilizes such Point-of-Purchase stands or devices during the above-reference period of time. GMHC acknowledges that this assurance to MZA is a material element of this contract, which directly affected MZA's willingness to offer its services in regard to AWNY, and was a factor in determining the budget for AWNY.

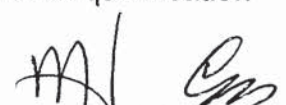
#### **15. STATUTORY RIGHT TO CANCEL CONTRACT**

- 15.1 Pursuant to Section 174-a of the Executive Law of the State of New York, GMHC has the right to cancel this contract without cost, penalty or liability for a period of fifteen days following the date on which the contract is filed with the State of New York office of the Attorney General Charities Bureau (which filing is required within ten days after the contract is made). The notice of cancellation, which must be written, must be sent by mail (postage prepaid) or hand delivered to MZA Events, Inc., 3550 Wilshire Boulevard, Suite 1012, Los Angeles, CA 90010. A duplicate copy of the notice of cancellation must be sent to the State of New York Attorney General Charities Bureau, The Capitol, Albany, New York 12224.

#### **16. Miscellaneous**

- 16.1 *Incorporation, Good Standing and Due Qualification.*

Each party is a corporation duly organized, validly existing and in good standing under the laws of the State of New York, has the power and authority to own its assets and to transact the business or undertake the activities in which it is now engaged or proposed to be engaged, or is duly qualified as a foreign corporation and in good standing under the laws of each other jurisdiction in which such qualification is required.





16.2 *Maintenance of Existence.*

MZA and GMHC will preserve and maintain their corporate existence and good standing in the jurisdiction of their incorporation, and qualify and remain qualified, as a foreign corporation in each jurisdiction in which such qualification is required.

16.3 *Registration.*

GMHC is a registered "charitable organization" for purposes of the Executive Law, with registration number 03-14-50. GMHC's address is 446 West 33rd Street, New York, New York, 10001. MZA is a registered "professional fundraiser" for purposes of the Executive Law, with registration number 32-53-55. MZA will at all times during the term of this agreement maintain its status and good standing as a "professional fundraiser" and will otherwise be in compliance with the Executive Law or any other laws applicable to it and its activities. MZA's address is 3550 Wilshire Blvd., Suite 1012, Los Angeles, California, 90010.

16.4 *Legally Enforceable Agreements.*

This agreement is a legal, valid and binding obligation of the parties enforceable against each of them in accordance with its terms, except to the extent that such enforcement may be limited by bankruptcy, insolvency and other similar laws affecting creditors' rights generally.

16.5 *Assignment.*

The rights and obligations under this agreement will not be pledged, transferred or assigned by either party without the prior written consent of the other party.

16.6 *Participation by Women, Minority and GLBT-Owned Businesses.*

GMHC and MZA encourage meaningful participation by women-owned business enterprises ("**WBEs**"), and minority-owned business enterprises ("**MBEs**"), (WBEs and MBEs collectively referred to as "**W/MBEs**") as well as businesses owned by gay, lesbian, bisexual or transgender people in its contracting opportunities. MZA will use its commercially reasonable efforts to include W/MBEs and GLBT-owned businesses as vendors for AWNY.

16.7 *Maintenance of Books and Records.*

MZA will keep and maintain complete and accurate books and records of the operations of AWNY to the extent necessary for compliance with the applicable laws, and will preserve such records for a period of at least six years from the date hereof, or such longer period as may be required by applicable law.

16.8 *Cooperation.*

GMHC and MZA will cooperate fully with any investigation, audit, or inquiry conducted by a governmental authority having or claiming jurisdiction over GMHC, MZA, AWNY, or the AWNY office.

16.9 *Survival.*

The obligations to maintain books and records and to cooperate pursuant to Section 16.7 and 16.8 will survive the expiration of the term.

16.10 *Notices.*

(a) Except in the case of notices and other communications expressly permitted to be given by telephone and subject to paragraph (b) below, all notices and other communications provided for herein will be in writing and will be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(i) if to GMHC,

446 West 33rd Street  
New York, New York 10001  
telecopy number: 212-367-1020,  
Attention: Marjorie J. Hill, Ph.D., Chief Executive Officer

(ii) if to MZA,

3550 Wilshire Blvd., Suite 1012  
Los Angeles, CA 90010  
telecopy number: 213-201-1355  
Attention: Craig R. Miller, President & CEO

(b) Each party may, in its discretion, agree to accept notices and other communications hereunder by electronic communications (including e-mails) pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications and may be retracted at any time.

(c) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto.

16.11 *Waiver of Jury Trial.*

EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING BETWEEN GMHC AND MZA DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. THIS SECTION WILL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

16.12 *Governing Law; Jurisdiction; Consent to Service of Process.*



- (a) This agreement will be construed in accordance with and governed by the laws of the State of New York.
- (b) Each party hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- (c) Each party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.
- (d) Each party to this agreement irrevocably consents to service of process in the manner provided for notices in Section 16.10. Nothing will affect the right of any party to this agreement to serve process in any other manner permitted by law.
- (e) This Section will survive the expiration or earlier termination of this agreement.

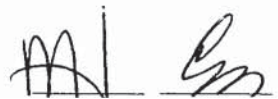
#### 16.13 *Attorneys' Fees.*

In the event litigation arises in relation to this contract, the prevailing party in any such action will be entitled to recover any and all reasonable attorney's fees and costs incurred in connection with litigation. The judge presiding over the dispute may determine the reasonable amount of such attorneys' fees and costs to be recovered by the prevailing party.

16.14 *Waivers, Amendments.* No provision of this agreement may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the parties. Any waiver of any provision of this agreement or consent to any departure by any party thereof will be effective only in the specific instance and for the purpose for which it is given.

#### 16.15 *Counterparts; Integration; Effectiveness.*

This agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. This agreement constitutes the entire contract among the parties relating to the subject matter of AWNY 2015 and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter of AWNY 2015.

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.



16.16 *Severability.*

Any provision of this agreement held to be invalid, illegal or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction will not invalidate such provision in any other jurisdiction.

16.17 *No Partnership or Joint Venture.*

Nothing herein contained will be construed in any manner to create any partnership or joint venture between GMHC and MZA, and GMHC and MZA will not be considered partners or co-venturers for any purpose.

16.18 *Consents and Approvals.*

All consents and approvals that may be given under this agreement will, as a condition of their effectiveness, be in writing. The granting of any consent or approval by a party to perform any act requiring consent or approval under the terms of this agreement, or the failure on the part of a party to object to any such action taken without the required consent or approval, will not, except where expressly stated otherwise, be deemed a waiver by the party whose consent was required of its right to require such consent or approval for any further similar act. The foregoing will not limit the effect of any provision of this agreement by which consent is deemed granted, if objection is not made within a specified period.

16.19 *Remedies Not Exclusive.*

No right or remedy conferred upon GMHC or MZA in this agreement is intended to be exclusive of any other right or remedy contained in this agreement, except where expressly stated otherwise. Every such right or remedy will be cumulative and will be in addition to each other right and remedy contained in this agreement or now or hereafter available to GMHC or MZA at law, in equity, by statute or otherwise. This Section will survive the expiration or earlier termination of this agreement.

16.20 *Required Provisions of Law Controlling.*

It is the intention and understanding of the parties hereto that each and every provision of law required to be inserted in this agreement should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then this agreement will forthwith, upon the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party.

16.21 *Interpretation of this Agreement.*

All parties to this contract and their counsel have participated in the negotiation and drafting of this agreement. Therefore, in any interpretation or construction of the terms or meaning of this contract, those terms and this contract will be construed equally with regard to all parties, and not more strictly against one party or the other based on that party's degree of participation in the creation of this agreement. This Section will survive the expiration or earlier termination of this agreement.





16.22 *No Third-Party Beneficiaries.*

This agreement is not intended to and will not confer upon any person other than GMHC and MZA any rights or remedies hereunder.

16.23 *Specified Dates.*

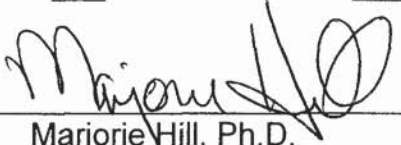
For purposes of compliance with New York State Law, the specified beginning date of this contract shall be August 1, 2014, and the specified ending date of this contract shall be July 31, 2015.

16.24 *Future Contract Negotiations.*

The parties agree that the appropriate time to negotiate and sign contracts for production of future AIDS Walk New York events is 22 months or more before the date of such events. The parties agree to endeavor to do so, in order to optimize opportunities for planning and to enable MZA to offer, and GMHC to receive, a discounted event production fee.

This agreement for production of AWNY, 2015 is effective immediately upon signing on behalf of all parties.

DATED: October 12, 2011 \_\_\_\_\_ GAY MEN'S HEALTH CRISIS, INC.

BY:   
\_\_\_\_\_  
Marjorie Hill, Ph.D.  
Chief Executive Officer

DATED: October 7, 2011 \_\_\_\_\_ MZA EVENTS, INC.

BY:   
\_\_\_\_\_  
Craig R. Miller  
President & CEO

## EXHIBIT A: DIVISION OF AIDS WALK NEW YORK RESPONSIBILITIES

Production of the 2015 AIDS Walk New York will require a close working relationship between Gay Men's Health Crisis, Inc. (GMHC) and MZA Events, Inc. (MZA). While cooperation and mutual support will be important at all stages, the following list delineates division of primary responsibility for the various aspects of AWNY's production:

	MZA	GMHC
Overall organization of the event	X	
Secure Park and Police Permits	X	X
Design and Production of All Event Materials	X	
Provide Funds for Production of Event		X
Administration of AWNY Budget	X	X
Day-to-day Management of AWNY Office	X	
Provide Lists for Recruitment Mailings	X	
Recruit Volunteers for Phone Bank and Tabling	X	X
Supervision and Coordination of Phone Bank and Tabling	X	
Provide Office Space with Specified Telephone Service		X
Solicitation and Oversight of Media Sponsorships	X	
Press Development	X	X
Press Spokesperson	X	X
Corporate Underwriting	X	X
Major Donors	X	X
Distribution of AWNY Materials	X	
Recruitment of Volunteers for Day of Event	X	X
Selection and Supervision of AWNY staff	X	
Provide Insurance Coverage for AWNY Production		X
Secure Speakers for Day of Event	X	
Secure Celebrity (ies) for Event	X	
Supervision of Pledge Collection	X	



EXHIBIT B: PRODUCTION BUDGET

**AIDS Walk New York - 2015 Budget Summary**

<b>Category Description</b>	<b>2009 Budget - Requested</b>		<b>2015 Budget - Requested</b>
<b>DOE Expenses</b>			
Rentals:Toilets/Dumpsters/Tents/Tables/Chairs	64,046	x104%	66,608
Equipment: (Lifts/Carts/Radios/Bull-horns)	19,006	x104%	19,766
Stage/Sound	44,720	x104%	46,509
Security/Armored Car	23,400	x104%	24,336
Banners/Balloons/Installation	11,960	x104%	12,438
Trucks	10,400	x104%	10,816
DOE Other Expenses	29,380	x104%	30,555
<b>Sub-Total DOE:</b>	<b>202,912</b>		<b>211,029</b>
<b>Long Distance Phone</b>	<b>1,040</b>	x104%	<b>1,082</b>
<b>Miscellaneous</b>	<b>26,000</b>	x104%	<b>27,040</b>
<b>All Staffing</b>			
Campaign Staff	660,400	x104%	686,816
Data Processing	57,200	x104%	59,488
Hourly Employees	52,000	x104%	54,080
<b>Sub-Total Staffing:</b>	<b>796,640</b>		<b>800,384</b>
<b>Office Supplies</b>	<b>20,800</b>	x104%	<b>21,632</b>

EXHIBIT B: PRODUCTION BUDGET

**AIDS Walk New York - 2015 Budget Summary (Cont)**

**Outdoor Advertising**

Printing/Pre-production	10,400	x104%	10,816
Posting	161,200	x104%	167,648
<b>Sub-Total Outdoor:</b>	<b>171,600</b>		<b>178,464</b>

**Postage**

General	4,196	x104%	4,364
Recruitment	13,125	x104%	13,650
Teams/SW	36,000	x104%	37,440
Follow-up/Kits	82,500	x104%	85,800
Premiums	36,000	x104%	37,440
<b>Sub-Total Postage/Delivery:</b>	<b>171,821</b>		<b>178,694</b>

**Premiums 98,800 x104% 102,752**

**Print and Art**

Graphic Art/Print Pre-Pro	20,800	x104%	21,632
Campaign Stationary	5,200	x104%	5,408
POP/Posters	43,680	x104%	45,427
Recruitment	5,200	x104%	5,408
Follow-up/Kits/teams	36,400	x104%	37,856
Sponsorship	3,120	x104%	3,245
Program Guide	36,400	x104%	37,856
<b>Sub-Total Printing:</b>	<b>150,800</b>		<b>156,832</b>

**Transaction Fees For Online Donations: 120,000 x104% 124,800\*\***

**Total Expenses: 1,760,413 1,802,709 TBD**

\*\*Estimate only. See Section 4.3



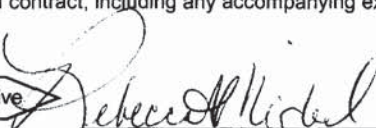


Form <b>CHAR016A</b>	<b>Professional Fund Raiser/Fund Raising Counsel Contract Certification</b> New York State Department of Law (Office of the Attorney General) Charities Bureau The Capitol Albany, NY 12224 <a href="http://www.CharitiesNYS.com">http://www.CharitiesNYS.com</a>	<b>Open to Public Inspection</b>  (including attachments)
Article 7-A of the Executive Law		

<b>Part A - Identification of Contracting Professional Fund Raiser(s)/Fund Raising Counsel (PFR/FRC)</b>	
1. Name of Contracting Professional Fund Raiser(s)/Fund Raising Counsel	2. NYS PFR/FRC ID#
MZA Events, Inc.	32 - 53 - 55

<b>Part B - Identification of Contracting Charitable Organization(s)</b>	
1. Name of Contracting Charitable Organization(s)	2. NYS CHARITY ID#
Gay Men's Health Crisis (GMHC)	03 - 14 - 50

<b>Part C - Contract Date and Period</b>	
1. Date of Contract	2. Contract Period
10 / 12 / 2011	Start Date: 08 / 01 / 2015
	End Date: 07 / 31 / 2016

<b>Part D - Certification - Authorized Representative of PFR/FRC Signature Required</b>			
I, an authorized representative of the above named Professional Fund Raiser/Fund Raising Counsel, certify under penalties for perjury, that the above referenced and attached contract, including any accompanying exhibits, addenda and attachments, is a true and correct copy of the original contract executed by the parties.			
PFR/FRC Representative		Rebecca A. Mickel	Director of Finance & Administration 11/22/11
	Signature	Printed Name	Title
			Date

<b>Part E - Attachments</b>	
Check the boxes for the documents that are attached.	
<input checked="" type="checkbox"/>	Contract (Required) (DO NOT disclose any Federal ID numbers or Social Security numbers in the contract.)
<input type="checkbox"/>	CHAR016B (Must be completed if the contract does not already include statements required by §174-a of NYS Executive Law.)

FOR OFFICE USE ONLY	DATE RECEIVED	CONTRACT FILING ID#	PFR/FRC ID#	CHARITY ID#
	25 NOV 2011		32-53-55	03-14-50
	DATE SIGNED	BEGINNING DATE	END DATE	CHAR037 DUE DATE
	10/12/11	8/1/15	7/31/16	
DATE FILED	TERMS			
11/25/11	Event - 5/15/16			



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EVENT PRODUCTION AGREEMENT

between

GAY MEN'S HEALTH CRISIS, INC.

and

MZA EVENTS, INC.

Dated as of October 12, 2011



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## Contract

### AIDS Walk New York 2016

This contract is entered into by and between Gay Men's Health Crisis, Inc. (hereinafter "GMHC") and MZA Events, Inc., (hereinafter "MZA") for the production of "AIDS Walk New York, 2016" (hereinafter "AWNY") a fundraising walkathon benefiting GMHC, which is currently scheduled to take place on May 15, 2016, in New York City.

#### 1. Services/Responsibilities

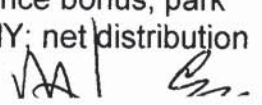
- 1.1 MZA agrees to serve as overall organizer and coordinator of AIDS Walk New York, for which GMHC agrees to compensate MZA in the amount and manner detailed below.
- 1.2 Responsibilities for the preparation of production of AWNY shall be in accordance with the "Division of Walkathon Responsibilities" Section of this contract.

#### 2. Payment

- 2.1 GMHC agrees to pay MZA a base fee of \$283,500 for its services under this contract, plus bonuses if earned as specified in Subsection 2.1(g) and 2.1(h) below. The base fee is subject to possible reductions as specified in Subsections 2.1(d), and 2.3 below. Payment of this fee shall be made to MZA as follows:
  - (a) A \$10,000 non-refundable advance payment shall be made upon the signing of this agreement by both parties. A total of \$85,000 in additional non-refundable advance payments shall be paid by GMHC to MZA as follows: 1) beginning in April 2012, eight consecutive monthly payments of \$10,000 each shall be made on or before the tenth day of each month, up to and including November 2012; and 2) a \$5,000 payment shall be made on or before December 10, 2012.
  - (b) GMHC agrees that the payments called for in Subsection 2.1(a) of this contract are fully earned upon the signing of this contract by both parties, in that, among other reasons, the nature of the services to be provided by MZA require a significant commitment of a large block of time at substantial cost to MZA;
  - (c) A \$54,000 non-refundable payment shall be made on or before January 31, 2016;
  - (d) A \$98,000 non-refundable payment shall be made sixty days prior to the date of AWNY, but not later than March 16, 2016. Should this contract be executed on or before October 7, 2011, the payment specified in this Subsection shall be reduced to \$85,500, resulting in a \$12,500 discount to GMHC.
  - (e) A \$25,000 payment shall be made within three days after AWNY occurs, unless conditions specified in Subsection 2.2 of this contract exist;
  - (f) An \$11,500 payment shall be made thirty days after the date on which AWNY is held, unless conditions specified in Subsection 2.2 of this contract exist;



- (g) In the event that total gross income generated by AWNY exceeds \$2,375,000, GMHC agrees to pay MZA a bonus of \$20,000. This bonus will be paid within five days after the date that total gross Walkathon income exceeds \$2,375,000.
- (h) In addition to the other compensation provided herein, GMHC shall pay MZA a supplemental bonus in an amount equal to 3.10% of net proceeds as defined below (The Net Bonus). The Net Bonus shall be determined by good faith reconciliation of both parties' expense and revenue records which shall commence no later than September 1, 2016 and conclude no later than September 15, 2016. Notwithstanding the foregoing, the parties agree to arrive at an initial good faith estimate of net proceeds by June 15, 2016, and GMHC agrees to pay MZA 75% of the anticipated total net bonus on or before June 30, 2016. The final Net Bonus shall be paid no later than 3 business days after completion of the September reconciliation.
- (i) The gross income of AWNY 2016 shall be defined (for all purposes, including the determination of MZA's fee and possible bonuses) as the total of all the following:
- (i) All contributions raised directly or indirectly by, for or in connection with AWNY, regardless of any other factors such as the relationship of the contributor to GMHC or MZA, method of payment, size of the contribution and timing of its receipt;
  - (ii) Any and all checks made payable to AIDS Walk, AIDS Walk New York or AWNY and received by GMHC or MZA from any source between August 1, 2015 and December 31, 2016, except to the extent that such checks represent revenue attributable solely to AWNY 2015 or AWNY 2017;
  - (iii) All major donor commitments related to AWNY (which shall be deemed to be actually paid and received when pledged if any public recognition of such donors is provided during the course of the AWNY production);
  - (iv) All corporate matching gifts related to AWNY (which shall be deemed to be actually paid and received thirty days after MZA submits to GMHC the application forms or other documentation of such grants, unless GMHC in good faith questions the accuracy of such documentation within said thirty days, in which event the parties shall endeavor in good faith to agree upon the amount of such matching grants to be included);
  - (v) All proceeds raised by the marketing of any AIDS Walk New York or GMHC merchandise at the event, or related to the event;
  - (vi) All proceeds of any events organized in support of or in connection with AWNY.
- (j) For purposes of determining MZA's Net Bonus payment pursuant to subsection (h) above, net proceeds shall equal Gross Income as defined in subsection (i) above, minus the sum total of: The "Production Budget" expenses for which check requests were signed by MZA; MZA's base fee and section 2.1 (g) performance bonus; park fees; GMHC's Merchant Account charges and fees related to AWNY; net distribution





to participating CPP teams and currently existing CPP hybrid team (as the terms "CPP Team(s)" and "CPP Hybrid" are commonly used and understood by the parties).

- (k) The fee specified in Section 2.1 is based on the understanding that MZA will not provide services for the cashiering and depositing of AWNY day-of-event proceeds, and the production budget does not include funds for such services. This task remains GMHC's separate responsibility unless the parties reach a subsequent written agreement to the contrary.
- 2.2 If by the dates specified in Subsections 2.1(e) and 2.1(f) of this contract, total gross income generated by AWNY has not exceeded \$1,300,000, the payments called for in Subsections 2.1(e) and 2.1(f) of this contract will not be payable until such date that total gross income generated by AWNY does exceed \$1,300,000.
- 2.3 If by the ninetieth day after AWNY occurs, the total gross Walkathon income has not exceeded \$1,300,000, MZA will forfeit its right to the payments described in Subsections 2.1(e) and 2.1(f) of this contract and will refund \$32,500 to GMHC.

### **3. Solicitation of Major Donors and Corporate Sponsors**

- 3.1 GMHC and MZA will be jointly responsible for soliciting "Major Donors" and "Corporate Sponsors" for AWNY. GMHC and MZA agree that MZA will maintain at least two full-time employees during the months of August 2015 through November 2015 to perform MZA's responsibilities relative to: the above-referenced solicitation effort; maintaining and strengthening AWNY's relationships with Corporate Teams; and performing other AWNY-related tasks. GMHC and MZA agree that the expense of these two or more employees must be paid for within the confines of the "Production Budget" of this contract. The parties agree that, during the months of August, 2015 through November, 2015, GMHC may request that MZA make these employees available to assist GMHC's development staff with in-house fundraising tasks (specifically excluding any GMHC activities which involve an outside event producer or fundraising contractor). GMHC agrees to direct all such requests to either Craig R. Miller or MZA's designated event director only (not to any other MZA employees) and MZA agrees to make a good faith effort to respond favorably when such requests do not pose a significant conflict with the employees' other responsibilities.

### **4. Budget**

- 4.1 The "Production Budget" for AWNY will be \$1,802,709, or more at GMHC's discretion. MZA agrees that it will not exceed the "Production Budget" (defined as being all event expenses except expenses for insurance, office space and renovation, telephone installation and basic monthly service charges, T-shirts for sale if any, park fees, expenses for the cashiering and depositing of day-of-event proceeds, all fees and charges related to GMHC's merchant account, administrative costs to GMHC, and the fee to MZA, plus bonuses if earned, all of which are to be paid by GMHC outside of the "Production Budget") without the express written



agreement of GMHC's Chief Executive Officer or the Chief Executive Officer's designee.

- 4.2 MZA may exceed any one or more of the categories of the "Production Budget," provided that the overall GMHC-approved budget, plus any GMHC-approved excess expenditures, is not exceeded. GMHC agrees that it will not unreasonably withhold permission to exceed the AWNY Production Budget for circumstances that were unforeseen at the time of entering into this contract. Notwithstanding any other term of this contract, any AWNY expenditure for which a GMHC check request was not signed by Craig R. Miller, or MZA's designated event director, shall not be counted against the "Production Budget."
- 4.3 GMHC agrees that transaction fees for online donations will be based on actual usage and may total more or less than the budgeted amount. Unique to this budget line, and notwithstanding any other provision of this contract, savings cannot be reallocated by MZA to other areas of the Production Budget, and overages will not be construed as exceeding the Production Budget.

## **5. Procedures Governing Expenditures**

- 5.1 The process for making AWNY expenditures will be identical to the process used for production of the 2011 AWNY. Specifically, MZA will use the GMHC check request system to obtain checks.
- 5.2 To MZA's knowledge and belief, each invoice, check request, and receipt, heretofore or hereafter submitted to GMHC by MZA in connection with this agreement, upon submission was or will be complete and genuine and accurately reflect the transaction to which it relates.
- 5.3 Provided that MZA's purchases on behalf of AWNY can be paid for within the confines of the GMHC-approved budget, and provided that the purchases are in keeping with the objective of producing AWNY, MZA will have complete discretion to use the vendors of its choice, and MZA's purchases will not require the prior approval of GMHC personnel or the filing of purchase orders prior to the purchase of goods or services. Any and all vendor rebates or adjustments are to be passed to GMHC. MZA represents and warrants that all purchases MZA makes on behalf of GMHC or AWNY are "arm's-length" in nature and that neither MZA nor any of its officers, directors, or shareholders have any ownership or other financial interest in any vendor, unless a written consent by GMHC authorizing the purchase from such vendor is obtained, after a full disclosure of such interest.

## **6. Office Equipment/Property**

- 6.1 In the event that MZA wishes to purchase any single office equipment item for AWNY for a sum greater than \$500, MZA will provide notice of its intention to make such purchase to GMHC at least five business days prior to making said purchase. After such notice is provided, either (i) GMHC may purchase the specified office equipment item directly and provide it for the exclusive use of MZA during production of AWNY, or (ii) MZA may proceed with the purchase at the conclusion of the five business day period.

M I P



- 6.2 All office, staging and logistical equipment purchased for AWNY with GMHC funds, whether purchased by MZA through the production budget or by GMHC directly, is and shall remain the property of GMHC and will not be moved outside of New York City by MZA unless otherwise agreed to by GMHC. MZA acknowledges and confirms GMHC's sole and exclusive ownership of such equipment, and agrees that GMHC may, in its discretion, take possession of any such item of equipment two weeks after giving Craig R. Miller written notice of its intention to do so.

## 7. Agency/Insurance

- 7.1 GMHC agrees that MZA is operating as GMHC's agent as organizer of AWNY. GMHC assumes and accepts full, direct, and primary responsibility for liability that actually or allegedly relates to or results from production of AWNY.
- 7.2 GMHC agrees to secure comprehensive general liability insurance coverage (including personal and bodily injury, advertising injury and premises liability coverage) with no exclusion of AWNY participants, staff or volunteers and with limits not less than \$3,000,000 per occurrence, sufficient to cover claims relating to AWNY, its production and all its related activities. The insurance policy(s) secured by GMHC must cover defense and indemnification for incidents occurring during the period from January 1, 2016 to December 31, 2016. The insurance will specifically include, but not be limited to, premises liability and shall cover the office space provided pursuant to this agreement. GMHC further agrees to name MZA Events, Inc., and Craig R. Miller personally, as additional insureds under such policy(s), for the period from January 1, 2016 to December 31, 2016, and shall provide MZA with a copy of certificates of insurance for each applicable policy and a copy of each applicable policy (including exclusions) by January 2, 2016. GMHC further agrees that it is responsible for providing by April 15, 2016, additional certificates of insurance to other parties that may require to be named as additional insureds in the course of AWNY's production (e.g., the City of New York, etc.). GMHC will promptly notify MZA of any changes in coverage.

## 8. Office Space

- 8.1 GMHC agrees to provide, at its expense, suitable office space in Manhattan for the AWNY staff, volunteers, and phone bank operation on or before August 1, 2015 until at least July 31, 2016, and to have twenty-four sixteen-line push button telephones with hold buttons and intercoms in place and fully operable at that location by that date. The phone service must have telephone lines and numbers which operate independently from any other GMHC telephone service and must be direct dial (with no access code required). For purposes of this section, suitable office space must include all of the following characteristics:
- (a) Office space must consist of ten rooms measuring at least 11' x 15' or comparable, one room measuring at least 20' x 20' or comparable and one room measuring at least 40' x 20' or comparable with at least 60 linear feet of uninterrupted wall space for phone banks; **OR** consist of at least the entirety of that portion of office space within GMHC's building at 446 W. 33<sup>rd</sup> Street (with the agreed upon modification of the removal of one bank of cubicles to provide more open workspace), as that space was configured at the time of the signing of this contract and allotted to AWNY, as



well as space comparable to that which was provided on the third floor of the previous GMHC building at 119 West 24<sup>th</sup> St. in Chelsea.

- (b) With the written consent of Craig R. Miller, GMHC may provide an office space other than that specified in Subsection 8.1(a), provided that the office space that GMHC is proposing to secure for AWNY closely approximates the specifications in this contract and provided that the proposed office space is suitable for production of AWNY.
- (c) Office space must be at a location where the appropriate telephone company has committed to provide eighteen additional phone lines by March 1, 2013.
- (d) Office space is for the exclusive uses of MZA and the AWNY staff, and must be at a location that is reasonably safe for evening volunteers and staff. All rooms which comprise the office space must be adjoining and on the same floor, unless otherwise approved by MZA. The entire office space, including the principal entrance and exit way, must be free from safety hazards.
- (e) GMHC agrees to make the AWNY office space accessible 24 hours a day, seven days a week, without limitation.
- (f) MZA will only use the AWNY office for (i) the coordination and production of AWNY or other AIDS fundraising events benefiting a not-for-profit organization and held in North America and (ii) non-substantial utilization related to logistical organizing for the ING New York City Marathon. MZA will keep GMHC reasonably informed of the extent of non-AWNY activities undertaken in the AWNY Office.
- (g) In the event MZA wishes to use the AWNY office in connection with any project other than those referred to in paragraph (f) above, GMHC may charge a reasonable fee for such use, to be determined at the time MZA notifies GMHC of its intention to use the space pursuant to this paragraph, and GMHC notifies MZA of its consent thereto. GMHC reserves the right to refuse MZA's request to use the space for purposes other than those contemplated by this agreement.

## **9. Date of Event/Termination**

- 9.1 Although AWNY is tentatively scheduled to take place on May 15, 2016, both parties agree that, if necessary, any weekend day in May (except Memorial Day Weekend) and the first Saturday and Sunday in June are acceptable alternative dates for AWNY if a suitable staging area, route, and required government permits cannot be secured for the event to be held on May 15, 2016.
- 9.2 With the mutual and written agreement of GMHC and MZA, the date of AWNY may be changed without altering any other provision of this contract.
- 9.3 This contract may be terminated or canceled only if such termination or cancellation is permitted by the terms of this contract. Termination or cancellation of this contract will not affect the status of any other contracts that may exist between GMHC and MZA, including, but not limited to, contracts for production of AWNY in other years.



- 9.4 Notwithstanding the foregoing, if GMHC terminates the AWNY 2015 contract, MZA shall have the right, but not the obligation, to terminate this contract, and shall be relieved from its obligations hereunder (except to the extent any obligations hereunder are to expressly survive the expiration of the term). MZA must exercise this option within 10 business days of being notified of 2015's cancellation.

## **10. Materials/Advertising/Media**

- 10.1 All advertisements and materials produced for AWNY will be written and designed by MZA and must be approved by GMHC's Chief Executive Officer or the Chief Executive Officer's designee, and MZA, prior to distribution.
- 10.2 Any and all AWNY press releases, media advisories, and public service announcements written by MZA must be approved by GMHC's Chief Executive Officer or designee prior to distribution. Any and all AWNY press releases, media advisories, and public services announcements written by GMHC personnel must be approved by MZA prior to distribution.
- 10.3 GMHC personnel as specified by the Chief Executive Officer, and Craig R. Miller and his designated Event Director and Senior Director of Campaign Operations, are all authorized press spokespersons for AWNY and will work cooperatively and share such responsibilities. However, MZA will be given possession of the "Media Sign-in Sheets" at the conclusion of the event and will have the exclusive right to be the first to phone in the results of AWNY to the news media. Additionally, MZA will have the exclusive right to be the first to announce the financial results of the event at AWNY's closing ceremony.
- 10.4 All AWNY advertisements and materials used for publicity or promotion of AWNY will include a credit line, which will read: "Created and Produced by MZA Events. AIDS Walk Founder/Producer: Craig R. Miller," or similar language as requested by MZA and approved by GMHC. GMHC's approval of possible revised credit line language requested by MZA shall not be unreasonably withheld. The size and position of the credit line will be comparable to the size and position of the credit line that appeared on the 2011 AIDS Walk New York materials.
- 10.5 The amount of recognition to be given to the various AWNY sponsors, including but not limited to recognition in program book ads, appearance in AWNY materials and advertisements, sponsor tables (if any), and speaking time during the AWNY opening ceremony, will be allotted in a manner mutually agreeable to GMHC and MZA.
- 10.6 No individual, business, organization, or entity of any kind shall be given complimentary or discounted advertising space in the AWNY program book, or complimentary or discounted status as an AWNY co-chair, sponsor, major sponsor, principal sponsor, grand sponsor, or any other such designation, or speaking time during the event's opening ceremony without the mutual consent of GMHC and MZA.
- 10.7 MZA agrees that it will not produce any subsequent event titled "AIDS Walk New York" without the express written consent of GMHC. Any and all contribution lists generated by AIDS Walk New York are the exclusive property of GMHC. For use in connection with future AIDS Walk New York events, GMHC may reproduce in original



or modified form any and all materials designed or produced by MZA for AIDS Walk New York without the permission of, or further compensation to, MZA.

## **11. Contributions**

- 11.1 GMHC will provide MZA with a complete and up to date list of contributions being credited to AIDS Walk New York at least twice a week from February 1, 2016, through June 15, 2016, and at least once a week at all other times from August 1, 2015 through July 31, 2016.
- 11.2 *Bank Account.* GMHC will maintain a bank account in its own name but capable of receiving deposits in respect of AWNY, into which all AWNY contributions will be deposited.
- 11.3 *Responsibility for Collection and Transfer of Funds.*
- (a) MZA will ensure that all donations, less any related credit card processing fees, made through the AIDS Walk New York website are transferred directly to GMHC account by means of an electronic fund transfer.
  - (b) All funds collected by MZA in respect of AWNY, if and to the extent any such funds are deposited by MZA into the GMHC account directly, will be deposited into the GMHC account within five days of MZA's receipt of such funds in compliance with Section 173-a of Article 7-A of the Executive Law.

## **12. Corporate Power and Authority/No Conflicts**

- 12.1 The execution, delivery and performance by each party of this agreement has been duly authorized by all necessary corporate action and does not and will not:
- (a) Require any consent or approval of its stockholders;
  - (b) Contravene its charter or by-laws;
  - (c) As represented by MZA only, violate any provision of, or require any filing, registration, consent or approval under any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to MZA, except as provided in this agreement. MZA will file this agreement with the Attorney General of the State of New York, as required by Section 174-a of the Executive Law. MZA will file a closing statement with the Attorney General of the State of New York, as required by Section 174-a of the Executive Law, or as may otherwise be required by the Executive Law.
- 12.2 Each party represents and warrants that there are no actions, suits or proceedings pending or threatened against, or affecting itself before any court, governmental authority or arbitrator, which may, in any one case or in the aggregate, materially adversely affect its own financial condition, operations, properties or business, or the ability to perform their obligations under this agreement.



- 12.3 Each party has filed all tax (federal, state and local) returns required to be filed and has paid all taxes, assessments and governmental charges and levies thereon to be due, including interest and penalties. Each has no knowledge of any claims for taxes due and unpaid which might become a lien upon any of its assets.

### **13. Staff/Staff Costs**

- 13.1 MZA has the exclusive right and responsibility to hire, supervise, and, if it deems necessary, dismiss AWPY staff members. MZA has the right to set the compensation for AWPY staff positions, provided that the compensation set by MZA can be paid for within the confines of the GMHC-approved "Production Budget."
- 13.2 All AWPY staff members (not including short-term hourly workers such as stand placers and receptionists, who will be paid as employees of GMHC) will be placed on MZA's payroll and paid as employees of MZA with standard payroll deductions made and employer taxes paid in full accordance with the labor and tax laws of the state of New York and of any city or county therein.
- 13.3 GMHC will reimburse MZA for the true and total cost of the MZA employees assigned by MZA to the production of AWPY, including the cost of benefits and all required employer taxes. GMHC will make such reimbursements within five business days of receiving MZA's payroll reimbursement check requests and accompanying documentation. MZA is to receive no administrative fee, percentage, or commission on the salaries, hourly wages or any other form of compensation paid to the above-referenced employees, and MZA will make available to GMHC upon request documentation of the true and total cost of these employees. In no event shall GMHC become liable for any amount in respect of the employment relationship between MZA and the AWPY staff, including but not limited to any amounts that may be assessed by any governmental authority in respect of inadequate tax withholding by MZA or as a result of any suit initiated by any AWPY staff member against such AWPY staff member's employer, and MZA agrees to indemnify and hold harmless GMHC for any such amounts GMHC may be required to pay as a result thereof.
- 13.4 In the event that GMHC does not reimburse MZA within the time frame specified above, GMHC shall pay MZA a patience bonus of \$200 per day for each day in which GMHC exceeds the above specified reimbursement time frame. This paragraph does not preclude MZA from seeking additional remedies for GMHC's non-compliance with Subsection 13.3 above.
- 13.5 On or before August 6, 2015, GMHC will provide MZA with a \$15,000 payroll-related cash advance. On or before January 8, 2016, GMHC will provide MZA with an additional \$35,000 payroll-related cash advance. This collective \$50,000 advance shall be refunded by MZA to GMHC on the later of: (1) August 13, 2016, or (2) the day after GMHC has fully reimbursed MZA for all AWPY payroll-related charges pursuant to this contract up to and including the July 16-31, 2016 pay period.
- 13.6 During the period of August 1, 2015 to September 1, 2017, GMHC will not hire, offer to hire, contract with, offer to contract with, or otherwise solicit any of the individuals on MZA's staff without the written permission of Craig R. Miller;. During the period of August 1, 2015 to September 1, 2017, MZA will not hire, offer to hire, contract with,



offer to contract with, or otherwise solicit any of the individuals on GMHC's staff without the written permission of GMHC's Chief Executive Officer. These prohibitions pertain to any individuals on MZA's or GMHC's staff during or subsequent to production of AWNY.

#### **14. Cooperation/Promotion**

- 14.1 During the period from February 1, 2016 to May 15, 2016, GMHC will not sponsor, promote, conduct or allow its name to be used in association with any "walkathon," "danceathon," "bikeathon" or any other event that involves the athletic participation of individuals and/or contributions by others based upon the endurance or participation of such individuals. During the period from February 1, 2016 to May 15, 2016, in New York City only, MZA will not produce, or participate in the production of, any AIDS-related "walkathon," "danceathon," "bikeathon," or any other similar event that involves the athletic participation of individuals and/or contributions by others based upon the endurance or participation of such individuals.
- 14.2 During the period from February 1, 2016 to May 19, 2016, GMHC agrees that it will not allow its name and/or logo to be used on any Point-of-Purchase stand or device (as defined by GMHC's and MZA's general usage of that term) except those designed by MZA for AWNY. Furthermore, GMHC agrees that it will not receive proceeds from, promote, or provide production monies to any fundraising event, except AWNY, that utilizes such Point-of-Purchase stands or devices during the above-reference period of time. GMHC acknowledges that this assurance to MZA is a material element of this contract, which directly affected MZA's willingness to offer its services in regard to AWNY, and was a factor in determining the budget for AWNY.

#### **15. STATUTORY RIGHT TO CANCEL CONTRACT**

- 15.1 Pursuant to Section 174-a of the Executive Law of the State of New York, GMHC has the right to cancel this contract without cost, penalty or liability for a period of fifteen days following the date on which the contract is filed with the State of New York office of the Attorney General Charities Bureau (which filing is required within ten days after the contract is made). The notice of cancellation, which must be written, must be sent by mail (postage prepaid) or hand delivered to MZA Events, Inc., 3550 Wilshire Boulevard, Suite 1012, Los Angeles, CA 90010. A duplicate copy of the notice of cancellation must be sent to the State of New York Attorney General Charities Bureau, The Capitol, Albany, New York 12224.

#### **16. Miscellaneous**

- 16.1 *Incorporation, Good Standing and Due Qualification.*

Each party is a corporation duly organized, validly existing and in good standing under the laws of the State of New York, has the power and authority to own its assets and to transact the business or undertake the activities in which it is now engaged or proposed to be engaged, or is duly qualified as a foreign corporation and in good standing under the laws of each other jurisdiction in which such qualification is required.



16.2 *Maintenance of Existence.*

MZA and GMHC will preserve and maintain their corporate existence and good standing in the jurisdiction of their incorporation, and qualify and remain qualified, as a foreign corporation in each jurisdiction in which such qualification is required.

16.3 *Registration.*

GMHC is a registered "charitable organization" for purposes of the Executive Law, with registration number 03-14-50. GMHC's address is 446 West 33rd Street, New York, New York, 10001. MZA is a registered "professional fundraiser" for purposes of the Executive Law, with registration number 32-53-55. MZA will at all times during the term of this agreement maintain its status and good standing as a "professional fundraiser" and will otherwise be in compliance with the Executive Law or any other laws applicable to it and its activities. MZA's address is 3550 Wilshire Blvd., Suite 1012, Los Angeles, California, 90010.

16.4 *Legally Enforceable Agreements.*

This agreement is a legal, valid and binding obligation of the parties enforceable against each of them in accordance with its terms, except to the extent that such enforcement may be limited by bankruptcy, insolvency and other similar laws affecting creditors' rights generally.

16.5 *Assignment.*

The rights and obligations under this agreement will not be pledged, transferred or assigned by either party without the prior written consent of the other party.

16.6 *Participation by Women, Minority and GLBT-Owned Businesses.*

GMHC and MZA encourage meaningful participation by women-owned business enterprises ("**WBEs**"), and minority-owned business enterprises ("**MBEs**"), (WBEs and MBEs collectively referred to as "**W/MBEs**") as well as businesses owned by gay, lesbian, bisexual or transgender people in its contracting opportunities. MZA will use its commercially reasonable efforts to include W/MBEs and GLBT-owned businesses as vendors for AWNY.

16.7 *Maintenance of Books and Records.*

MZA will keep and maintain complete and accurate books and records of the operations of AWNY to the extent necessary for compliance with the applicable laws, and will preserve such records for a period of at least six years from the date hereof, or such longer period as may be required by applicable law.

16.8 *Cooperation.*

GMHC and MZA will cooperate fully with any investigation, audit, or inquiry conducted by a governmental authority having or claiming jurisdiction over GMHC, MZA, AWNY, or the AWNY office.



16.9 *Survival.*

The obligations to maintain books and records and to cooperate pursuant to Section 16.7 and 16.8 will survive the expiration of the term.

16.10 *Notices.*

- (a) Except in the case of notices and other communications expressly permitted to be given by telephone and subject to paragraph (b) below, all notices and other communications provided for herein will be in writing and will be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

- (i) if to GMHC,

446 West 33rd Street  
New York, New York 10001  
telecopy number: 212-367-1020  
Attention: Marjorie J. Hill, Ph.D., Chief Executive Officer

- (ii) if to MZA,

3550 Wilshire Blvd., Suite 1012  
Los Angeles, CA 90010  
telecopy number: 213-201-1355  
Attention: Craig R. Miller, President & CEO

- (b) Each party may, in its discretion, agree to accept notices and other communications hereunder by electronic communications (including e-mails) pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications and may be retracted at any time.
- (c) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto.

16.11 *Waiver of Jury Trial.*

EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING BETWEEN GMHC AND MZA DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. THIS SECTION WILL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

16.12 *Governing Law; Jurisdiction; Consent to Service of Process.*



- (a) This agreement will be construed in accordance with and governed by the laws of the State of New York.
- (b) Each party hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- (c) Each party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.
- (d) Each party to this agreement irrevocably consents to service of process in the manner provided for notices in Section 16.10. Nothing will affect the right of any party to this agreement to serve process in any other manner permitted by law.
- (e) This Section will survive the expiration or earlier termination of this agreement.

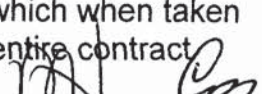
#### 16.13 *Attorneys' Fees.*

In the event litigation arises in relation to this contract, the prevailing party in any such action will be entitled to recover any and all reasonable attorney's fees and costs incurred in connection with litigation. The judge presiding over the dispute may determine the reasonable amount of such attorneys' fees and costs to be recovered by the prevailing party.

16.14 *Waivers, Amendments.* No provision of this agreement may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the parties. Any waiver of any provision of this agreement or consent to any departure by any party thereof will be effective only in the specific instance and for the purpose for which it is given.

#### 16.15 *Counterparts; Integration; Effectiveness.*

This agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. This agreement constitutes the entire contract.





among the parties relating to the subject matter of AWNY 2016 and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter of AWNY 2016.

*16.16 Severability.*

Any provision of this agreement held to be invalid, illegal or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction will not invalidate such provision in any other jurisdiction.

*16.17 No Partnership or Joint Venture.*

Nothing herein contained will be construed in any manner to create any partnership or joint venture between GMHC and MZA, and GMHC and MZA will not be considered partners or co-venturers for any purpose.

*16.18 Consents and Approvals.*

All consents and approvals that may be given under this agreement will, as a condition of their effectiveness, be in writing. The granting of any consent or approval by a party to perform any act requiring consent or approval under the terms of this agreement, or the failure on the part of a party to object to any such action taken without the required consent or approval, will not, except where expressly stated otherwise, be deemed a waiver by the party whose consent was required of its right to require such consent or approval for any further similar act. The foregoing will not limit the effect of any provision of this agreement by which consent is deemed granted, if objection is not made within a specified period.

*16.19 Remedies Not Exclusive.*

No right or remedy conferred upon GMHC or MZA in this agreement is intended to be exclusive of any other right or remedy contained in this agreement, except where expressly stated otherwise. Every such right or remedy will be cumulative and will be in addition to each other right and remedy contained in this agreement or now or hereafter available to GMHC or MZA at law, in equity, by statute or otherwise. This Section will survive the expiration or earlier termination of this agreement.

*16.20 Required Provisions of Law Controlling.*

It is the intention and understanding of the parties hereto that each and every provision of law required to be inserted in this agreement should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then this agreement will forthwith, upon the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party.

*16.21 Interpretation of this Agreement.*



All parties to this contract and their counsel have participated in the negotiation and drafting of this agreement. Therefore, in any interpretation or construction of the terms or meaning of this contract, those terms and this contract will be construed equally with regard to all parties, and not more strictly against one party or the other based on that party's degree of participation in the creation of this agreement. This Section will survive the expiration or earlier termination of this agreement.

16.22 *No Third-Party Beneficiaries.*

This agreement is not intended to and will not confer upon any person other than GMHC and MZA any rights or remedies hereunder.

16.23 *Specified Dates.*

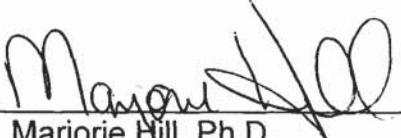
For purposes of compliance with New York State Law, the specified beginning date of this contract shall be August 1, 2015, and the specified ending date of this contract shall be July 31, 2016.

16.24 *Future Contract Negotiations.*

The parties agree that the appropriate time to negotiate and sign contracts for production of future AIDS Walk New York events is 22 months or more before the date of such events. The parties agree to endeavor to do so, in order to optimize opportunities for planning and to enable MZA to offer, and GMHC to receive, a discounted event production fee.

This agreement for production of AWNY, 2016 is effective immediately upon signing on behalf of all parties.

DATED: \_\_\_ October 12, 2011 \_\_\_\_\_ GAY MEN'S HEALTH CRISIS, INC.

BY:   
Marjorie Hill, Ph.D.  
Chief Executive Officer

DATED: \_\_\_ October 7, 2011 \_\_\_\_\_ MZA EVENTS, INC.

BY:   
Craig R. Miller  
President & CEO



## EXHIBIT A: DIVISION OF AIDS WALK NEW YORK RESPONSIBILITIES

Production of the 2016 AIDS Walk New York will require a close working relationship between Gay Men's Health Crisis, Inc. (GMHC) and MZA Events, Inc. (MZA). While cooperation and mutual support will be important at all stages, the following list delineates division of primary responsibility for the various aspects of AWNY's production:

	MZA	GMHC
Overall organization of the event	X	
Secure Park and Police Permits	X	X
Design and Production of All Event Materials	X	
Provide Funds for Production of Event		X
Administration of AWNY Budget	X	X
Day-to-day Management of AWNY Office	X	
Provide Lists for Recruitment Mailings	X	
Recruit Volunteers for Phone Bank and Tabling	X	X
Supervision and Coordination of Phone Bank and Tabling	X	
Provide Office Space with Specified Telephone Service		X
Solicitation and Oversight of Media Sponsorships	X	
Press Development	X	X
Press Spokesperson	X	X
Corporate Underwriting	X	X
Major Donors	X	X
Distribution of AWNY Materials	X	
Recruitment of Volunteers for Day of Event	X	X
Selection and Supervision of AWNY staff	X	
Provide Insurance Coverage for AWNY Production		X
Secure Speakers for Day of Event	X	
Secure Celebrity (ies) for Event	X	
Supervision of Pledge Collection	X	

*MZA GMHC*



EXHIBIT B: PRODUCTION BUDGET

**AIDS Walk New York - 2016 Budget Summary**

<b>Category Description</b>	<b>2009 Budget - Requested</b>		<b>2016 Budget - Requested</b>
<b>DOE Expenses</b>			
Rentals: Toilets/Dumpsters/Tents/Tables/Chairs	64,046	x104%	66,608
Equipment: (Lifts/Carts/Radios/Bull-horns)	19,006	x104%	19,766
Stage/Sound	44,720	x104%	46,509
Security/Armored Car	23,400	x104%	24,336
Banners/Balloons/Installation	11,960	x104%	12,438
Trucks	10,400	x104%	10,816
DOE Other Expenses	29,380	x104%	30,555
<b>Sub-Total DOE:</b>	<b>202,912</b>		<b>211,029</b>
<b>Long Distance Phone</b>	<b>1,040</b>	x104%	<b>1,082</b>
<b>Miscellaneous</b>	<b>26,000</b>	x104%	<b>27,040</b>
<b>All Staffing</b>			
Campaign Staff	660,400	x104%	686,816
Data Processing	57,200	x104%	59,488
Hourly Employees	52,000	x104%	54,080
<b>Sub-Total Staffing:</b>	<b>796,640</b>		<b>800,384</b>
<b>Office Supplies</b>	<b>20,800</b>	x104%	<b>21,632</b>

*MAI*





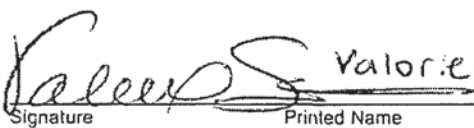


Form <b>CHAR016A</b>	<b>Professional Fund Raiser/Fund Raising Counsel Contract Certification</b> New York State Department of Law (Office of the Attorney General) Charities Bureau The Capitol Albany, NY 12224 <a href="http://www.CharitiesNYS.com">http://www.CharitiesNYS.com</a>	<b>Open to Public Inspection</b>  <b>(Including attachments)</b>
<b>Article 7-A of the Executive Law</b>		

<b>Part A - Identification of Contracting Professional Fund Raiser(s)/Fund Raising Counsel (PFR/FRC)</b>	
1. Name of Contracting Professional Fund Raiser(s)/Fund Raising Counsel	2. NYS PFR/FRC ID#
MZA Events, Inc	32-53-55

<b>Part B - Identification of Contracting Charitable Organization(s)</b>	
1. Name of Contracting Charitable Organization(s)	2. NYS CHARITY ID#
Gay Men's Health Crisis (GMHC)	03-14-50

<b>Part C - Contract Date and Period</b>			
1. Date of Contract	09/10/2015	2. Contract Period	Start Date: 08/01/2016 End Date: 07/31/2017

<b>Part D - Certification - Authorized Representative of PFR/FRC Signature Required</b>			
I, an authorized representative of the above named Professional Fund Raiser/Fund Raising Counsel, certify under penalties for perjury, that the above referenced and attached contract, including any accompanying exhibits, addenda and attachments, is a true and correct copy of the original contract executed by the parties.			
PFR/FRC Representative		Director of Finance and administration	11/16/16
	Signature	Printed Name	Title

<b>Part E - Attachments</b>	
Check the boxes for the documents that are attached.	
<input checked="" type="checkbox"/>	Contract (Required) (DO NOT disclose any Federal ID numbers or Social Security numbers in the contract.)
<input type="checkbox"/>	CHAR016B (Must be completed if the contract does not already include statements required by §174-a of NYS Executive Law.)

FOR OFFICE USE ONLY	DATE RECEIVED	CONTRACT FILING ID#	PFR/FRC ID#	CHARITY ID#
	DEC 14 2016		32-53-55	03-14-50
	DATE SIGNED	BEGINNING DATE	END DATE	CHAR037 DUE DATE
		8/1/16	7/31/17	
	DATE FILED	TERMS		



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## Contract

### AIDS Walk New York 2017

This contract is entered into by and between Gay Men's Health Crisis, Inc. (hereinafter "GMHC") and MZA Events, Inc., (hereinafter "MZA") for the production of "AIDS Walk New York, 2017" (hereinafter "AWNY") a fundraising walkathon benefiting GMHC, which is currently scheduled to take place on May 21, 2017, in New York City.

#### 1. Services/Responsibilities

- 1.1 MZA agrees to serve as overall organizer and coordinator of AIDS Walk New York, for which GMHC agrees to compensate MZA in the amount and manner detailed below.
- 1.2 Responsibilities for the preparation of production of AWNY shall be in accordance with the "Division of Walkathon Responsibilities" Section of this contract.

#### 2. Payment

- 2.1 GMHC agrees to pay MZA a base fee of \$283,500 for its services under this contract, plus bonuses if earned as specified in Subsection 2.1(g) and 2.1(h) below. The base fee is subject to possible reductions as specified in Subsections 2.1(d), and 2.3 below. Payment of this fee shall be made to MZA as follows:
  - (a) A \$95,000 non-refundable advance payment shall be made upon the signing of this agreement by both parties;
  - (b) GMHC agrees that the payment called for in Subsection 2.1(a) of this contract is fully earned upon the signing of this contract by both parties, in that, among other reasons, the nature of the services to be provided by MZA require a significant commitment of a large block of time at substantial cost to MZA;
  - (c) A \$54,000 non-refundable payment shall be made on or before January 31, 2017;
  - (d) A \$98,000 non-refundable payment shall be made sixty days prior to the date of AWNY, or no later than March 22, 2017, whichever comes first. In the anticipated event that this contract is executed on or before October 5, 2015, the payment specified in this Subsection shall be reduced to \$85,500, resulting in a \$12,500 discount to GMHC.
  - (e) A \$25,000 payment shall be made within three days after AWNY occurs, unless conditions specified in Subsection 2.2 of this contract exist;
  - (f) An \$11,500 payment shall be made thirty days after the date on which AWNY is held, unless conditions specified in Subsection 2.2 of this contract exist;
  - (g) In the event that total gross income generated by AWNY exceeds \$2,375,000, GMHC agrees to pay MZA a bonus of \$20,000. This bonus will be paid within five days after the date that total gross Walkathon income exceeds \$2,375,000.

\_\_\_\_\_  
Y-L  
Em



- (h) In addition to the other compensation provided herein, GMHC shall pay MZA a supplemental bonus in an amount equal to 3.10% of net proceeds as defined below (The Net Bonus). The Net Bonus shall be determined by good faith reconciliation of both parties' expense and revenue records which shall commence no later than September 1, 2017 and conclude no later than September 15, 2017. Notwithstanding the foregoing, the parties agree to arrive at an initial good faith estimate of net proceeds by June 16, 2017, and GMHC agrees to pay MZA 75% of the anticipated total net bonus on or before June 30, 2017. The final Net Bonus shall be paid no later than 3 business days after completion of the September reconciliation.
- (i) The gross income of AWNY 2017 shall be defined (for all purposes, including the determination of MZA's fee and possible bonuses) as the total of all the following:
- (i) All contributions raised directly or indirectly by, for or in connection with AWNY, regardless of any other factors such as the relationship of the contributor to GMHC or MZA, method of payment, size of the contribution and timing of its receipt;
  - (ii) Any and all checks made payable to AIDS Walk, AIDS Walk New York or AWNY and received by GMHC or MZA from any source between August 1, 2016 and December 31, 2017, except to the extent that such checks represent revenue attributable solely to AWNY 2016 or AWNY 2018;
  - (iii) All major donor commitments related to AWNY (which shall be deemed to be actually paid and received when pledged if any public recognition of such donors is provided during the course of the AWNY production);
  - (iv) All corporate matching gifts related to AWNY (which shall be deemed to be actually paid and received thirty days after MZA submits to GMHC the application forms or other documentation of such grants, unless GMHC in good faith questions the accuracy of such documentation within said thirty days, in which event the parties shall endeavor in good faith to agree upon the amount of such matching grants to be included);
  - (v) All proceeds raised by the marketing of any AIDS Walk New York or GMHC merchandise at the event, or related to the event;
  - (vi) All proceeds of any events organized in support of or in connection with AWNY.
- (j) For purposes of determining MZA's Net Bonus payment pursuant to subsection (h) above, net proceeds shall equal Gross Income as defined in subsection (i) above, minus the sum total of: The "Production Budget" expenses for which check requests were signed by MZA; MZA's base fee and section 2.1 (g) performance bonus; park fees; GMHC's Merchant Account charges and fees related to AWNY; net distribution to participating CPP teams and currently existing CPP hybrid team (as the terms "CPP Team(s)" and "CPP Hybrid" are commonly used and understood by the parties).

Handwritten signature and initials, possibly "Yan" and "KL", written in black ink.

- (k) The fee specified in Section 2.1 is based on the understanding that MZA will not provide services for the cashiering and depositing of AWNY day-of-event proceeds, and the production budget does not include funds for such services. This task remains GMHC's separate responsibility unless the parties reach a subsequent written agreement to the contrary.
- 2.2 If by the dates specified in Subsections 2.1(e) and 2.1(f) of this contract, total gross income generated by AWNY has not exceeded \$1,300,000, the payments called for in Subsections 2.1(e) and 2.1(f) of this contract will not be payable until such date that total gross income generated by AWNY does exceed \$1,300,000.
- 2.3 If by the ninetieth day after AWNY occurs, the total gross Walkathon income has not exceeded \$1,300,000, MZA will forfeit its right to the payments described in Subsections 2.1(e) and 2.1(f) of this contract and will refund \$32,500 to GMHC.

### 3. Solicitation of Major Donors and Corporate Sponsors

- 3.1 GMHC and MZA will be jointly responsible for soliciting "Major Donors" and "Corporate Sponsors" for AWNY. GMHC and MZA agree that MZA will maintain at least two full-time employees during the months of August 2016 through November 2016 to perform MZA's responsibilities relative to: the above-referenced solicitation effort; maintaining and strengthening AWNY's relationships with Corporate Teams; and performing other AWNY-related tasks. GMHC and MZA agree that the expense of these two or more employees must be paid for within the confines of the "Production Budget" of this contract. The parties agree that, during the months of August, 2016 through November, 2016, GMHC may request that MZA make these employees available to assist GMHC's development staff with in-house fundraising tasks (specifically excluding any GMHC activities which involve an outside event producer or fundraising contractor). GMHC agrees to direct all such requests to either Craig R. Miller or MZA's designated event director only (not to any other MZA employees) and MZA agrees to make a good faith effort to respond favorably when such requests do not pose a significant conflict with the employees' other responsibilities.

### 4. Budget

- 4.1 The "Production Budget" for AWNY will be \$1,802,709, or more at GMHC's discretion. MZA agrees that it will not exceed the "Production Budget" (defined as being all event expenses except expenses for insurance, office space and renovation, telephone installation and basic monthly service charges, T-shirts for sale if any, park fees, expenses for the cashiering and depositing of day-of-event proceeds, all fees and charges related to GMHC's merchant account, administrative costs to GMHC, and the fee to MZA, plus bonuses if earned, all of which are to be paid by GMHC outside of the "Production Budget") without the express written agreement of GMHC's Chief Executive Officer or the Chief Executive Officer's designee.
- 4.2 MZA may exceed any one or more of the categories of the "Production Budget," provided that the overall GMHC-approved budget, plus any GMHC-approved excess expenditures, is not exceeded. GMHC agrees that it will not unreasonably withhold



permission to exceed the AWNY Production Budget for circumstances that were unforeseen at the time of entering into this contract. Notwithstanding any other term of this contract, any AWNY expenditure for which a GMHC check request was not signed by Craig R. Miller, or MZA's designated event director, shall not be counted against the "Production Budget."

- 4.3 GMHC agrees that transaction fees for online donations will be based on actual usage and may total more or less than the budgeted amount. Unique to this budget line, and notwithstanding any other provision of this contract, savings cannot be reallocated by MZA to other areas of the Production Budget, and overages will not be construed as exceeding the Production Budget.

## 5. Procedures Governing Expenditures

- 5.1 The process for making AWNY expenditures will be identical to the process used for production of the 2015 AWNY. Specifically, MZA will use the GMHC check request system to obtain checks.
- 5.2 To MZA's knowledge and belief, each invoice, check request, and receipt, heretofore or hereafter submitted to GMHC by MZA in connection with this agreement, upon submission was or will be complete and genuine and accurately reflect the transaction to which it relates.
- 5.3 Provided that MZA's purchases on behalf of AWNY can be paid for within the confines of the GMHC-approved budget, and provided that the purchases are in keeping with the objective of producing AWNY, MZA will have complete discretion to use the vendors of its choice, and MZA's purchases will not require the prior approval of GMHC personnel or the filing of purchase orders prior to the purchase of goods or services. Any and all vendor rebates or adjustments are to be passed to GMHC. MZA represents and warrants that all purchases MZA makes on behalf of GMHC or AWNY are "arm's-length" in nature and that neither MZA nor any of its officers, directors, or shareholders have any ownership or other financial interest in any vendor, unless a written consent by GMHC authorizing the purchase from such vendor is obtained, after a full disclosure of such interest.

## 6. Office Equipment/Property

- 6.1 In the event that MZA wishes to purchase any single office equipment item (i.e. computer(s)) for AWNY for a sum greater than \$500, MZA will provide notice of its intention to make such purchase to GMHC at least five business days prior to making said purchase. After such notice is provided, either (i) GMHC may purchase the specified office equipment item directly and provide it for the exclusive use of MZA during production of AWNY, or (ii) MZA may proceed with the purchase at the conclusion of the five business day period.
- 6.2 All office, staging and logistical equipment purchased for AWNY with GMHC funds, whether purchased by MZA through the production budget or by GMHC directly, is and shall remain the property of GMHC and will not be moved outside of New York City by MZA unless otherwise agreed to by GMHC. MZA acknowledges and confirms GMHC's sole and exclusive ownership of such equipment, and agrees that



GMHC may, in its discretion, take possession of any such item of equipment two weeks after giving Craig R. Miller written notice of its intention to do so.

## 7. Agency/Insurance

- 7.1 GMHC agrees that MZA is operating as GMHC's agent as organizer of AWNY. GMHC assumes and accepts full, direct, and primary responsibility for liability that actually or allegedly relates to or results from production of AWNY.
- 7.2 GMHC agrees to secure comprehensive general liability insurance coverage (including personal and bodily injury, advertising injury and premises liability coverage) with no exclusion of AWNY participants, staff or volunteers and with limits not less than \$3,000,000 per occurrence, sufficient to cover claims relating to AWNY, its production and all its related activities. The insurance policy(s) secured by GMHC must cover defense and indemnification for incidents occurring during the period from January 1, 2017 to December 31, 2017; except GMHC's duty to defend and indemnify shall not apply to any claims found to be caused by the intentional or willful bad acts of MZA Events. The insurance will specifically include, but not be limited to, premises liability and shall cover the office space provided pursuant to this agreement. GMHC further agrees to name MZA Events, Inc., and Craig R. Miller personally, as additional insureds under such policy(s), for the period from January 1, 2017 to December 31, 2017, and shall provide MZA with a copy of certificates of insurance for each applicable policy and a copy of each applicable policy (including exclusions) by January 2, 2017. GMHC further agrees that it is responsible for providing by April 15, 2017, additional certificates of insurance to other parties that may require to be named as additional insureds in the course of AWNY's production (e.g., the City of New York, etc.). GMHC will promptly notify MZA of any changes in coverage.

## 8. Office Space

8.1 GMHC agrees to provide, at its expense, suitable office space in Manhattan for the AWNY staff, volunteers, and phone bank operation on or before August 1, 2016 until at least July 31, 2017. For purposes of this section, suitable office space is defined as:

- a. The same space as was provided to AWNY during the AWNY 2015 campaign as well as the same telephone system and service provided, but with the following exception. AWNY's use of the large studio (Room 6046) may include reasonable modifications and/or reasonable alternatives to use of Room 6046, as it will be undergoing reconstruction. Storage space or spaces provided shall be roughly equivalent in size to such space previously provided, and under the same terms.
- b. With the written consent of Craig R. Miller, GMHC may provide an office space and/or a telephone system and service other than that specified in Subsection 8.1(a), provided that the office space and/or telephone system and service GMHC is proposing to secure for AWNY closely approximates the specifications in 8.1 (a) above and provided that the proposed office space is suitable for the production of AWNY.
- c. Office space is for the exclusive uses of MZA and the AWNY staff, and must be at a location that is reasonably safe for volunteers and staff. All rooms which comprise the



- office space must be adjoining and on the same floor, unless otherwise approved by MZA. The entire office space, including the principal entrance and exit way, must be free from safety hazards.
- d. GMHC agrees to make the Awny office space accessible 24 hours a day, seven days a week, without limitation.
  - e. MZA will only use the Awny office for (i) the coordination and production of Awny or other AIDS fundraising events benefitting a not-for-profit organization and held in North America and (ii) non-substantial utilization related to logistical organizing for the New York City Marathon. Use of any GMHC premises for MZA's annual training held for marathon staff and volunteers will, consistent with the parties prior practice, require GMHC's pre-approval and the payment to GMHC of a reasonable sum (previously \$500.) MZA will keep GMHC reasonably informed of the extent of non-Awny activities undertaken in the Awny Office.
  - f. In the event MZA wishes to use the Awny office in connection with any project other than those referred to in paragraph (e) above, GMHC may charge a reasonable fee for such use, to be determined at the time MZA notifies GMHC of its intention to use the space pursuant to this paragraph, and GMHC notifies MZA of its consent thereto. GMHC reserves the right to refuse MZA's request to use the space for purposes other than those contemplated by this agreement.

#### 9. Date of Event/Termination

- 9.1 Although Awny is tentatively scheduled to take place on May 21, 2017, both parties agree that, if necessary, any weekend day in May (except Memorial Day Weekend) and the first Saturday and Sunday in June are acceptable alternative dates for Awny if a suitable staging area, route, and required government permits cannot be secured for the event to be held on May 21, 2017.
- 9.2 With the mutual and written agreement of GMHC and MZA, the date of Awny may be changed without altering any other provision of this contract.
- 9.3 This contract may be terminated or canceled only if such termination or cancellation is permitted by the terms of this contract. Termination or cancellation of this contract will not affect the status of any other contracts that may exist between GMHC and MZA, including, but not limited to, contracts for production of Awny in other years.
- 9.4 Notwithstanding the foregoing, if GMHC terminates the Awny 2016 contract, MZA shall have the right, but not the obligation, to terminate this contract, and shall be relieved from its obligations hereunder (except to the extent any obligations hereunder are to expressly survive the expiration of the term). MZA must exercise this option within 10 business days of being notified of 2016's cancellation.

#### 10. Materials/Advertising/Media

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- 10.1 All advertisements and materials produced for AWNY will be written and designed by MZA and must be approved by GMHC's Chief Executive Officer or the Chief Executive Officer's designee, and MZA, prior to distribution.
- 10.2 Any and all AWNY press releases, media advisories, and public service announcements written by MZA must be approved by GMHC's Chief Executive Officer or designee prior to distribution. Any and all AWNY press releases, media advisories, and public services announcements written by GMHC personnel must be approved by MZA prior to distribution.
- 10.3 GMHC personnel as specified by the Chief Executive Officer, and Craig R. Miller and his designated Event Director and Senior Director of Campaign Operations, are all authorized press spokespersons for AWNY and will work cooperatively and share such responsibilities. However, MZA will be given possession of the "Media Sign-in Sheets" at the conclusion of the event and will have the exclusive right to be the first to phone in the results of AWNY to the news media. Additionally, MZA will have the exclusive right to be the first to announce the financial results of the event at AWNY's closing ceremony.
- 10.4 All AWNY advertisements and materials used for publicity or promotion of AWNY will include a credit line, which will read: "Created and Produced by MZA Events. AIDS Walk Founder/Senior Organizer: Craig R. Miller," or similar language as requested by MZA and approved by GMHC. GMHC's approval of possible revised credit line language requested by MZA shall not be unreasonably withheld. The size and position of the credit line will be comparable to the size and position of the credit line that appeared on the 2015 AIDS Walk New York materials.
- 10.5 The amount of recognition to be given to the various AWNY sponsors, including but not limited to recognition in program book ads, appearance in AWNY materials and advertisements, sponsor tables (if any), and speaking time during the AWNY opening ceremony, will be allotted in a manner mutually agreeable to GMHC and MZA.
- 10.6 No individual, business, organization, or entity of any kind shall be given complimentary or discounted advertising space in the AWNY program book, or complimentary or discounted status as an AWNY co-chair, sponsor, major sponsor, principal sponsor, grand sponsor, or any other such designation, or speaking time during the event's opening ceremony without the mutual consent of GMHC and MZA.
- 10.7 MZA agrees that it will not produce any subsequent event titled "AIDS Walk New York" without the express written consent of GMHC. Any and all contribution lists generated by AIDS Walk New York are the exclusive property of GMHC. For use in connection with future AIDS Walk New York events, GMHC may reproduce in original or modified form any and all materials designed or produced by MZA for AIDS Walk New York without the permission of, or further compensation to, MZA.

## 11. Contributions

- 11.1 GMHC will provide MZA with a complete and up to date list of contributions being credited to AIDS Walk New York at least twice a week from February 1, 2017,

Handwritten signatures and initials in black ink, including a signature that appears to be 'C. Miller' and initials 'ML'.



through June 15, 2017, and at least once a week at all other times from August 1, 2016 through July 31, 2017.

11.2 *Bank Account.* GMHC will maintain a bank account in its own name but capable of receiving deposits in respect of AWNY, into which all AWNY contributions will be deposited.

11.3 *Responsibility for Collection and Transfer of Funds.*

- (a) MZA will ensure that all donations, less any related credit card processing fees, made through the AIDS Walk New York website are transferred directly to GMHC account by means of an electronic fund transfer.
- (b) All funds collected by MZA in respect of AWNY, if and to the extent any such funds are deposited by MZA into the GMHC account directly, will be deposited into the GMHC account within five days of MZA's receipt of such funds in compliance with Section 173-a of Article 7-A of the Executive Law.

## 12. Corporate Power and Authority/No Conflicts

12.1 The execution, delivery and performance by each party of this agreement has been duly authorized by all necessary corporate action and does not and will not:

- (a) Require any consent or approval of its stockholders;
- (b) Contravene its charter or by-laws;
- (c) As represented by MZA only, violate any provision of, or require any filing, registration, consent or approval under any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to MZA, except as provided in this agreement. MZA will file this agreement with the Attorney General of the State of New York, as required by Section 174-a of the Executive Law. MZA will file a closing statement with the Attorney General of the State of New York, as required by Section 174-a of the Executive Law, or as may otherwise be required by the Executive Law.

12.2 Each party represents and warrants that there are no actions, suits or proceedings pending or threatened against, or affecting itself before any court, governmental authority or arbitrator, which may, in any one case or in the aggregate, materially adversely affect its own financial condition, operations, properties or business, or the ability to perform their obligations under this agreement.

12.3 Each party has filed all tax (federal, state and local) returns required to be filed and has paid all taxes, assessments and governmental charges and levies thereon to be due, including interest and penalties. Each has no knowledge of any claims for taxes due and unpaid which might become a lien upon any of its assets.

## 13. Staff/Staff Costs

- 13.1 MZA has the exclusive right and responsibility to hire, supervise, and, if it deems necessary, dismiss AWNY staff members. MZA has the right to set the compensation for AWNY staff positions, provided that the compensation set by MZA can be paid for within the confines of the GMHC-approved "Production Budget."
- 13.2 All AWNY staff members (not including short-term hourly workers such as stand placers who will be paid through a means to be determined by and acceptable to both parties) will be placed on MZA's payroll and paid as employees of MZA with standard payroll deductions made and employer taxes paid in full accordance with the labor and tax laws of the state of New York and of any city or county therein.
- 13.3 GMHC will reimburse MZA for the true and total cost of the MZA employees assigned by MZA to the production of AWNY, including the cost of benefits and all required employer taxes. GMHC will make such reimbursements within five business days of receiving MZA's payroll reimbursement check requests and accompanying documentation, and acknowledges that its obligation to make prompt reimbursements is a material element in this contract. MZA is to receive no administrative fee, percentage, or commission on the salaries, hourly wages or any other form of compensation paid to the above-referenced employees, and MZA will make available to GMHC upon request documentation of the true and total cost of these employees. In no event shall GMHC become liable for any amount in respect of the employment relationship between MZA and the AWNY staff, including but not limited to any amounts that may be assessed by any governmental authority in respect of inadequate tax withholding by MZA or as a result of any suit initiated by any AWNY staff member against such AWNY staff member's employer, and MZA agrees to indemnify and hold harmless GMHC for any such amounts GMHC may be required to pay as a result thereof.
- 13.4 On or before August 5, 2016, GMHC will provide MZA with a \$15,000 payroll-related cash advance. On or before January 6, 2017, GMHC will provide MZA with an additional \$35,000 payroll-related cash advance. This collective \$50,000 advance shall be refunded by MZA to GMHC on the later of: (1) August 11, 2017, or (2) the day after GMHC has fully reimbursed MZA for all AWNY payroll-related charges pursuant to this contract up to and including the July 16-31, 2017 pay period.
- 13.5 During the period of August 1, 2016 to September 1, 2018, GMHC will not hire, offer to hire, contract with, offer to contract with, or otherwise solicit any of the individuals on MZA's staff without the written permission of Craig R. Miller;. During the period of August 1, 2016 to September 1, 2018, MZA will not hire, offer to hire, contract with, offer to contract with, or otherwise solicit any of the individuals on GMHC's staff without the written permission of GMHC's Chief Executive Officer. These prohibitions pertain to any individuals on MZA's or GMHC's staff during or subsequent to production of AWNY.

#### 14. Cooperation/Promotion

- 14.1 During the period from February 1, 2017 to May 21, 2017, GMHC will not sponsor, promote, conduct or allow its name to be used in association with any "walkathon," "danceathon," "bikeathon" or any other event that involves the athletic participation of



individuals and/or contributions by others based upon the endurance or participation of such individuals. During the period from February 1, 2017 to May 21, 2017, in New York City only, MZA will not produce, or participate in the production of, any AIDS-related "walkathon," "danceathon," "bikeathon," or any other similar event that involves the athletic participation of individuals and/or contributions by others based upon the endurance or participation of such individuals.

- 14.2 During the period from February 21, 2017 to May 25, 2017, GMHC agrees that it will not allow its name and/or logo to be used on any Point-of-Purchase stand or device (as defined by GMHC's and MZA's general usage of that term) except those designed by MZA for AWNY. Furthermore, GMHC agrees that it will not receive proceeds from, promote, or provide production monies to any fundraising event, except AWNY, that utilizes such Point-of-Purchase stands or devices during the above-reference period of time. GMHC acknowledges that this assurance to MZA is a material element of this contract, which directly affected MZA's willingness to offer its services in regard to AWNY, and was a factor in determining the budget for AWNY.

#### **15. STATUTORY RIGHT TO CANCEL CONTRACT**

- 15.1 Pursuant to Section 174-a of the Executive Law of the State of New York, GMHC has the right to cancel this contract without cost, penalty or liability for a period of fifteen days following the date on which the contract is filed with the State of New York office of the Attorney General Charities Bureau (which filing is required within ten days after the contract is made). The notice of cancellation, which must be written, must be sent by mail (postage prepaid) or hand delivered to MZA Events, Inc., 3550 Wilshire Boulevard, Suite 1012, Los Angeles, CA 90010. A duplicate copy of the notice of cancellation must be sent to the State of New York Attorney General Charities Bureau, The Capitol, Albany, New York 12224.

#### **16. Miscellaneous**

- 16.1 *Incorporation, Good Standing and Due Qualification.*

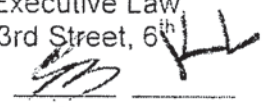
Each party is a corporation duly organized, validly existing and in good standing under the laws of the State of New York, has the power and authority to own its assets and to transact the business or undertake the activities in which it is now engaged or proposed to be engaged, or is duly qualified as a foreign corporation and in good standing under the laws of each other jurisdiction in which such qualification is required.

- 16.2 *Maintenance of Existence.*

MZA and GMHC will preserve and maintain their corporate existence and good standing in the jurisdiction of their incorporation, and qualify and remain qualified, as a foreign corporation in each jurisdiction in which such qualification is required.

- 16.3 *Registration.*

GMHC is a registered "charitable organization" for purposes of the Executive Law with registration number 03-14-50. GMHC's address is 446 West 33rd Street, 6<sup>th</sup>



Floor, New York, New York, 10001. MZA is a registered "professional fundraiser" for purposes of the Executive Law, with registration number 32-53-55. MZA will at all times during the term of this agreement maintain its status and good standing as a "professional fundraiser" and will otherwise be in compliance with the Executive Law or any other laws applicable to it and its activities. MZA's address is 3550 Wilshire Blvd., Suite 1012, Los Angeles, California, 90010.

16.4 *Legally Enforceable Agreements.*

This agreement is a legal, valid and binding obligation of the parties enforceable against each of them in accordance with its terms, except to the extent that such enforcement may be limited by bankruptcy, insolvency and other similar laws affecting creditors' rights generally.

16.5 *Assignment.*

The rights and obligations under this agreement will not be pledged, transferred or assigned by either party without the prior written consent of the other party.

16.6 *Participation by Women, Minority and GLBT-Owned Businesses.*

GMHC and MZA encourage meaningful participation by women-owned business enterprises ("**WBEs**"), and minority-owned business enterprises ("**MBEs**"), (WBEs and MBEs collectively referred to as "**W/MBEs**") as well as businesses owned by gay, lesbian, bisexual or transgender people in its contracting opportunities. MZA will use its commercially reasonable efforts to include W/MBEs and GLBT-owned businesses as vendors for AWNY.

16.7 *Maintenance of Books and Records.*

MZA will keep and maintain complete and accurate books and records of the operations of AWNY to the extent necessary for compliance with the applicable laws, and will preserve such records for a period of at least six years from the date hereof, or such longer period as may be required by applicable law.

16.8 *Cooperation.*

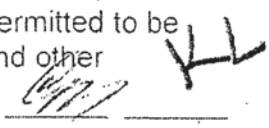
GMHC and MZA will cooperate fully with any investigation, audit, or inquiry conducted by a governmental authority having or claiming jurisdiction over GMHC, MZA, AWNY, or the AWNY office.

16.9 *Survival.*

The obligations to maintain books and records and to cooperate pursuant to Section 16.7 and 16.8 will survive the expiration of the term.

16.10 *Notices.*

- (a) Except in the case of notices and other communications expressly permitted to be given by telephone and subject to paragraph (b) below, all notices and other

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communications provided for herein will be in writing and will be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(i) if to GMHC,

446 West 33rd Street, 6<sup>th</sup> Floor  
New York, New York 10001  
telecopy number: 212-367- 1248  
Attention: Kelsey Louie, Chief Executive Officer

(ii) if to MZA,

3550 Wilshire Blvd., Suite 1012  
Los Angeles, CA 90010  
telecopy number: 213-201-1355  
Attention: Craig R. Miller, President & CEO

- (b) Each party may, in its discretion, agree to accept notices and other communications hereunder by electronic communications (including e-mails) pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications and may be retracted at any time.
- (c) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto.

16.11 *Waiver of Jury Trial.*

EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING BETWEEN GMHC AND MZA DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. THIS SECTION WILL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

16.12 *Governing Law; Jurisdiction; Consent to Service of Process.*

- (a) This agreement will be construed in accordance with and governed by the laws of the State of New York.
- (b) Each party hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally

agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

- (c) Each party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.
- (d) Each party to this agreement irrevocably consents to service of process in the manner provided for notices in Section 16.10. Nothing will affect the right of any party to this agreement to serve process in any other manner permitted by law.
- (e) This Section will survive the expiration or earlier termination of this agreement.

#### 16.13 *Attorneys' Fees.*

In the event litigation arises in relation to this contract, the prevailing party in any such action will be entitled to recover any and all reasonable attorney's fees and costs incurred in connection with litigation. The judge presiding over the dispute may determine the reasonable amount of such attorneys' fees and costs to be recovered by the prevailing party.

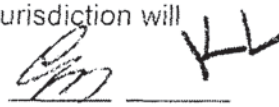
16.14 *Waivers, Amendments.* No provision of this agreement may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the parties. Any waiver of any provision of this agreement or consent to any departure by any party thereof will be effective only in the specific instance and for the purpose for which it is given.

#### 16.15 *Counterparts; Integration; Effectiveness.*

This agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. This agreement constitutes the entire contract among the parties relating to the subject matter of AWNY 2017 and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter of AWNY 2017.

#### 16.16 *Severability.*

Any provision of this agreement held to be invalid, illegal or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction will not invalidate such provision in any other jurisdiction.

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16.17 *No Partnership or Joint Venture.*

Nothing herein contained will be construed in any manner to create any partnership or joint venture between GMHC and MZA, and GMHC and MZA will not be considered partners or co-venturers for any purpose.

16.18 *Consents and Approvals.*

All consents and approvals that may be given under this agreement will, as a condition of their effectiveness, be in writing. The granting of any consent or approval by a party to perform any act requiring consent or approval under the terms of this agreement, or the failure on the part of a party to object to any such action taken without the required consent or approval, will not, except where expressly stated otherwise, be deemed a waiver by the party whose consent was required of its right to require such consent or approval for any further similar act. The foregoing will not limit the effect of any provision of this agreement by which consent is deemed granted, if objection is not made within a specified period.

16.19 *Remedies Not Exclusive.*

No right or remedy conferred upon GMHC or MZA in this agreement is intended to be exclusive of any other right or remedy contained in this agreement, except where expressly stated otherwise. Every such right or remedy will be cumulative and will be in addition to each other right and remedy contained in this agreement or now or hereafter available to GMHC or MZA at law, in equity, by statute or otherwise. This Section will survive the expiration or earlier termination of this agreement.

16.20 *Required Provisions of Law Controlling.*

It is the intention and understanding of the parties hereto that each and every provision of law required to be inserted in this agreement should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then this agreement will forthwith, upon the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party.

16.21 *Interpretation of this Agreement.*

All parties to this contract and their counsel have participated in the negotiation and drafting of this agreement. Therefore, in any interpretation or construction of the terms or meaning of this contract, those terms and this contract will be construed equally with regard to all parties, and not more strictly against one party or the other based on that party's degree of participation in the creation of this agreement. This Section will survive the expiration or earlier termination of this agreement.

16.22 *No Third-Party Beneficiaries.*

This agreement is not intended to and will not confer upon any person other than GMHC and MZA any rights or remedies hereunder.



16.23 *Specified Dates.*

For purposes of compliance with New York State Law, the specified beginning date of this contract shall be August 1, 2016, and the specified ending date of this contract shall be July 31, 2017.


16.24 *Future Contract Negotiations.*

The parties agree that the appropriate time to negotiate and sign contracts for production of future AIDS Walk New York events is 22 months or more before the date of such events. The parties agree to endeavor to do so, in order to optimize opportunities for planning and to enable MZA to offer, and GMHC to receive, a discounted event production fee.

17. Any AIDS Walk New York donations, be they monetary, services, or products, are the sole property of GMHC.

This agreement for production of AWNY, 2017 is effective immediately upon signing on behalf of all parties.

DATED: \_\_\_ Month 10 Day 02, 2015 \_\_\_\_\_ GAY MEN'S HEALTH CRISIS, INC.

BY:   
Kelsey Louie  
Chief Executive Officer

DATED: 10 Month 02 Day \_\_\_, 2015 \_\_\_\_\_ MZA EVENTS, INC.

BY:   
Craig R. Miller  
President & CEO





## EXHIBIT A: DIVISION OF AIDS WALK NEW YORK RESPONSIBILITIES

Production of the 2017 AIDS Walk New York will require a close working relationship between Gay Men's Health Crisis, Inc. (GMHC) and MZA Events, Inc. (MZA). While cooperation and mutual support will be important at all stages, the following list delineates division of primary responsibility for the various aspects of AWNY's production:

	MZA	GMHC
Overall organization of the event	X	
Secure Park and Police Permits	X	X
Design and Production of All Event Materials	X	
Provide Funds for Production of Event		X
Administration of AWNY Budget	X	X
Day-to-day Management of AWNY Office	X	
Provide Lists for Recruitment Mailings	X	
Recruit Volunteers for Phone Bank and Tabling	X	X
Supervision and Coordination of Phone Bank and Tabling	X	
Provide Office Space with Specified Telephone Service		X
Solicitation and Oversight of Media Sponsorships	X	
Press Development	X	X
Press Spokesperson	X	X
Corporate Underwriting	X	X
Major Donors	X	X
Distribution of AWNY Materials	X	
Recruitment of Volunteers for Day of Event	X	X
Selection and Supervision of AWNY staff	X	
Provide Insurance Coverage for AWNY Production		X
Secure Speakers for Day of Event	X	
Secure Celebrity (ies) for Event	X	
Supervision of Pledge Collection	X	

*[Handwritten signature]* *KL*

EXHIBIT B: PRODUCTION BUDGET

Category Description	2017 Budget
<b>DOE Expenses</b>	
Rentals: Toilets/Dumpsters/Tents/Tables/Chairs	66,608
Equipment: (Lifts/Carts/Radios/Bull-horns)	19,766
Stage/Sound	46,509
Security/Armored Car	24,336
Banners/Balloons/Installation	12,438
Trucks	10,816
DOE Other Expenses	30,555
<b>Sub-Total DOE:</b>	<b>211,029</b>
Long Distance Phone	1,082
Miscellaneous	27,040
<b>All Staffing</b>	
Campaign Staff	686,816
Data Processing	59,488
Hourly Employees	54,080
<b>Sub-Total Staffing:</b>	<b>800,384</b>
Office Supplies	21,632

*CS* *KL*



EXHIBIT B: PRODUCTION BUDGET

**AIDS Walk New York - 2017 Budget Summary (Cont)**

**Outdoor Advertising**

Printing/Pre-production	10,816	
Posting	167,648	
<b>Sub-Total Outdoor:</b>		<b>178,464</b>

**Postage**

General	4,364	
Recruitment	13,650	
Teams/SW	37,440	
Follow-up/Kits	85,800	
Premiums	37,440	
<b>Sub-Total Postage/Delivery:</b>		<b>178,694</b>

**Premiums 102,752**

**Print and Art**

Graphic Art/Print Pre-Pro	21,632	
Campaign Stationary	5,408	
POP/Posters	45,427	
Recruitment	5,408	
Follow-up/Kits/teams	37,856	
Sponsorship	3,245	
Program Guide	37,856	
<b>Sub-Total Printing:</b>		<b>156,832</b>
<b>Transaction Fees For Online Donations:</b>		<b>124,800**</b>

**Total Expenses: 1,802,709 TBD**

\*\*Estimate only. See Section 4.3

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Form: CHAR016A	<b>Professional Fund Raiser/Fund Raising Counsel</b> <b>Contract Certification</b> New York State Department of Law, Office of the Attorney General Charles S. Berman The Capitol Albany, NY 12224 http://www.Char-cert.NYS.gov	<b>Open to Public Inspection</b> <b>(Including attachments)</b>
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**Part A - Identification of Contracting Professional Fund Raiser(s)/Fund Raising Counsel (PFR/FRC)**

1 Name of Contracting Professional Fund Raiser(s)/Fund Raising Counsel	2 NYS PFR/FRC ID#
MZA Events, Inc	32 53 55

**Part B - Identification of Contracting Charitable Organization(s)**

1 Name of Contracting Charitable Organization(s)	2 NYS CHARITY ID#
Gay Men's Health Crisis (GMHC)	03 14 50

**Part C - Contract Date and Period**

1 Date of Contract	2 Contract Period
09 10 2015	Start Date 08 01 2017 End Date 07 31 2018

**Part D - Certification - Authorized Representative of PFR/FRC Signature Required**

I, an authorized representative of the above named Professional Fund Raiser/Fund Raising Counsel, certify under penalties for perjury, that the above referenced and attached contract, including any accompanying exhibits, addenda and attachments, is a true and correct copy of the original contract executed by the parties.

PFR/FRC Representative	Signature	Printed Name	Title	Date
	<i>Valerie Smith</i>	Valerie Smith and Admin.	Director of Finance	11/16/16

**Part E - Attachments**

Check the boxes for the documents that are attached:

Contract (Required - DO NOT disclose any Federal ID numbers or Social Security numbers in the contract)

CHAR016A (Must be completed if the contract does not already include statements required by §174-a of NYC Code, Book Law.)

FOR OFFICE USE ONLY	DATE FILED	CONTRACT FILING DATE	NYS PFR/FRC ID#	CHARITY ID#
			32-53-55	03-14-50
			8/1/17	7/31/18



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EVENT PRODUCTION AGREEMENT

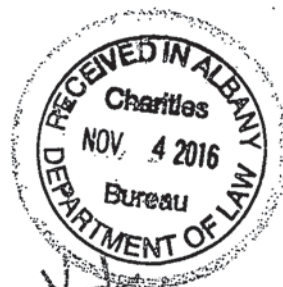
between

GAY MEN'S HEALTH CRISIS, INC.

and

MZA EVENTS, INC.

Dated as of September 23, 2015



*Handwritten initials*

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*LM* *KL*



## Contract

### AIDS Walk New York 2018

This contract is entered into by and between Gay Men's Health Crisis, Inc. (hereinafter "GMHC") and MZA Events, Inc., (hereinafter "MZA") for the production of "AIDS Walk New York, 2018" (hereinafter "AWNY") a fundraising walkathon benefiting GMHC, which is currently scheduled to take place on May 20, 2018, in New York City.

#### 1. Services/Responsibilities

- 1.1 MZA agrees to serve as overall organizer and coordinator of AIDS Walk New York, for which GMHC agrees to compensate MZA in the amount and manner detailed below.
- 1.2 Responsibilities for the preparation of production of AWNY shall be in accordance with the "Division of Walkathon Responsibilities" Section of this contract.

#### 2. Payment

- 2.1 GMHC agrees to pay MZA a base fee of \$283,500 for its services under this contract, plus bonuses if earned as specified in Subsection 2.1(g) and 2.1(h) below. The base fee is subject to possible reductions as specified in Subsections 2.1(d), and 2.3 below. Payment of this fee shall be made to MZA as follows:
  - (a) A \$95,000 non-refundable advance payment shall be made upon the signing of this agreement by both parties;
  - (b) GMHC agrees that the payment called for in Subsection 2.1(a) of this contract is fully earned upon the signing of this contract by both parties, in that, among other reasons, the nature of the services to be provided by MZA require a significant commitment of a large block of time at substantial cost to MZA;
  - (c) A \$54,000 non-refundable payment shall be made on or before January 31, 2018;
  - (d) A \$98,000 non-refundable payment shall be made sixty days prior to the date of AWNY, or no later than March 21, 2018, whichever comes first. In the anticipated event that this contract is executed on or before October 5, 2015, the payment specified in this Subsection shall be reduced to \$85,500, resulting in a \$12,500 discount to GMHC.
  - (e) A \$25,000 payment shall be made within three days after AWNY occurs, unless conditions specified in Subsection 2.2 of this contract exist;
  - (f) An \$11,500 payment shall be made thirty days after the date on which AWNY is held, unless conditions specified in Subsection 2.2 of this contract exist;
  - (g) In the event that total gross income generated by AWNY exceeds \$2,375,000, GMHC agrees to pay MZA a bonus of \$20,000. This bonus will be paid within five days after the date that total gross Walkathon income exceeds \$2,375,000.

- (h) In addition to the other compensation provided herein, GMHC shall pay MZA a supplemental bonus in an amount equal to 3.10% of net proceeds as defined below (The Net Bonus). The Net Bonus shall be determined by good faith reconciliation of both parties' expense and revenue records which shall commence no later than September 1, 2018 and conclude no later than September 15, 2018. Notwithstanding the foregoing, the parties agree to arrive at an initial good faith estimate of net proceeds by June 16, 2018, and GMHC agrees to pay MZA 75% of the anticipated total net bonus on or before June 30, 2018. The final Net Bonus shall be paid no later than 3 business days after completion of the September reconciliation.
- (i) The gross income of AWNY 2018 shall be defined (for all purposes, including the determination of MZA's fee and possible bonuses) as the total of all the following:
- (i) All contributions raised directly or indirectly by, for or in connection with AWNY, regardless of any other factors such as the relationship of the contributor to GMHC or MZA, method of payment, size of the contribution and timing of its receipt;
  - (ii) Any and all checks made payable to AIDS Walk, AIDS Walk New York or AWNY and received by GMHC or MZA from any source between August 1, 2017 and December 31, 2018, except to the extent that such checks represent revenue attributable solely to AWNY 2017 or AWNY 2019;
  - (iii) All major donor commitments related to AWNY (which shall be deemed to be actually paid and received when pledged if any public recognition of such donors is provided during the course of the AWNY production);
  - (iv) All corporate matching gifts related to AWNY (which shall be deemed to be actually paid and received thirty days after MZA submits to GMHC the application forms or other documentation of such grants, unless GMHC in good faith questions the accuracy of such documentation within said thirty days, in which event the parties shall endeavor in good faith to agree upon the amount of such matching grants to be included);
  - (v) All proceeds raised by the marketing of any AIDS Walk New York or GMHC merchandise at the event, or related to the event;
  - (vi) All proceeds of any events organized in support of or in connection with AWNY.
- (j) For purposes of determining MZA's Net Bonus payment pursuant to subsection (h) above, net proceeds shall equal Gross Income as defined in subsection (i) above, minus the sum total of: The "Production Budget" expenses for which check requests were signed by MZA; MZA's base fee and section 2.1 (g) performance bonus; park fees; GMHC's Merchant Account charges and fees related to AWNY; net distribution to participating CPP teams and currently existing CPP hybrid team (as the terms "CPP Team(s)" and "CPP Hybrid" are commonly used and understood by the parties).

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- (k) The fee specified in Section 2.1 is based on the understanding that MZA will not provide services for the cashiering and depositing of AWNY day-of-event proceeds, and the production budget does not include funds for such services. This task remains GMHC's separate responsibility unless the parties reach a subsequent written agreement to the contrary.
- 2.2 If by the dates specified in Subsections 2.1(e) and 2.1(f) of this contract, total gross income generated by AWNY has not exceeded \$1,300,000, the payments called for in Subsections 2.1(e) and 2.1(f) of this contract will not be payable until such date that total gross income generated by AWNY does exceed \$1,300,000.
- 2.3 If by the ninetieth day after AWNY occurs, the total gross Walkathon income has not exceeded \$1,300,000, MZA will forfeit its right to the payments described in Subsections 2.1(e) and 2.1(f) of this contract and will refund \$32,500 to GMHC.

### 3. Solicitation of Major Donors and Corporate Sponsors

- 3.1 GMHC and MZA will be jointly responsible for soliciting "Major Donors" and "Corporate Sponsors" for AWNY. GMHC and MZA agree that MZA will maintain at least two full-time employees during the months of August 2017 through November 2017 to perform MZA's responsibilities relative to: the above-referenced solicitation effort; maintaining and strengthening AWNY's relationships with Corporate Teams; and performing other AWNY-related tasks. GMHC and MZA agree that the expense of these two or more employees must be paid for within the confines of the "Production Budget" of this contract. The parties agree that, during the months of August, 2017 through November, 2017, GMHC may request that MZA make these employees available to assist GMHC's development staff with in-house fundraising tasks (specifically excluding any GMHC activities which involve an outside event producer or fundraising contractor). GMHC agrees to direct all such requests to either Craig R. Miller or MZA's designated event director only (not to any other MZA employees) and MZA agrees to make a good faith effort to respond favorably when such requests do not pose a significant conflict with the employees' other responsibilities.

### 4. Budget

- 4.1 The "Production Budget" for AWNY will be \$1,802,709, or more at GMHC's discretion. MZA agrees that it will not exceed the "Production Budget" (defined as being all event expenses except expenses for insurance, office space and renovation, telephone installation and basic monthly service charges, T-shirts for sale if any, park fees, expenses for the cashiering and depositing of day-of-event proceeds, all fees and charges related to GMHC's merchant account, administrative costs to GMHC, and the fee to MZA, plus bonuses if earned, all of which are to be paid by GMHC outside of the "Production Budget") without the express written agreement of GMHC's Chief Executive Officer or the Chief Executive Officer's designee.
- 4.2 MZA may exceed any one or more of the categories of the "Production Budget," provided that the overall GMHC-approved budget, plus any GMHC-approved excess expenditures, is not exceeded. GMHC agrees that it will not unreasonably withhold

permission to exceed the AWNY Production Budget for circumstances that were unforeseen at the time of entering into this contract. Notwithstanding any other term of this contract, any AWNY expenditure for which a GMHC check request was not signed by Craig R. Miller, or MZA's designated event director, shall not be counted against the "Production Budget."

- 4.3 GMHC agrees that transaction fees for online donations will be based on actual usage and may total more or less than the budgeted amount. Unique to this budget line, and notwithstanding any other provision of this contract, savings cannot be reallocated by MZA to other areas of the Production Budget, and overages will not be construed as exceeding the Production Budget.

## 5. Procedures Governing Expenditures

- 5.1 The process for making AWNY expenditures will be identical to the process used for production of the 2015 AWNY. Specifically, MZA will use the GMHC check request system to obtain checks.
- 5.2 To MZA's knowledge and belief, each invoice, check request, and receipt, heretofore or hereafter submitted to GMHC by MZA in connection with this agreement, upon submission was or will be complete and genuine and accurately reflect the transaction to which it relates.
- 5.3 Provided that MZA's purchases on behalf of AWNY can be paid for within the confines of the GMHC-approved budget, and provided that the purchases are in keeping with the objective of producing AWNY, MZA will have complete discretion to use the vendors of its choice, and MZA's purchases will not require the prior approval of GMHC personnel or the filing of purchase orders prior to the purchase of goods or services. Any and all vendor rebates or adjustments are to be passed to GMHC. MZA represents and warrants that all purchases MZA makes on behalf of GMHC or AWNY are "arm's-length" in nature and that neither MZA nor any of its officers, directors, or shareholders have any ownership or other financial interest in any vendor, unless a written consent by GMHC authorizing the purchase from such vendor is obtained, after a full disclosure of such interest.

## 6. Office Equipment/Property

- 6.1 In the event that MZA wishes to purchase any single office equipment item (i.e. computer(s)) for AWNY for a sum greater than \$500, MZA will provide notice of its intention to make such purchase to GMHC at least five business days prior to making said purchase. After such notice is provided, either (i) GMHC may purchase the specified office equipment item directly and provide it for the exclusive use of MZA during production of AWNY, or (ii) MZA may proceed with the purchase at the conclusion of the five business day period.
- 6.2 All office, staging and logistical equipment purchased for AWNY with GMHC funds, whether purchased by MZA through the production budget or by GMHC directly, is and shall remain the property of GMHC and will not be moved outside of New York City by MZA unless otherwise agreed to by GMHC. MZA acknowledges and confirms GMHC's sole and exclusive ownership of such equipment, and agrees that

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GMHC may, in its discretion, take possession of any such item of equipment two weeks after giving Craig R. Miller written notice of its intention to do so.

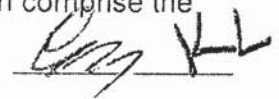
## 7. Agency/Insurance

- 7.1 GMHC agrees that MZA is operating as GMHC's agent as organizer of AWNY. GMHC assumes and accepts full, direct, and primary responsibility for liability that actually or allegedly relates to or results from production of AWNY.
- 7.2 GMHC agrees to secure comprehensive general liability insurance coverage (including personal and bodily injury, advertising injury and premises liability coverage) with no exclusion of AWNY participants, staff or volunteers and with limits not less than \$3,000,000 per occurrence, sufficient to cover claims relating to AWNY, its production and all its related activities. The insurance policy(s) secured by GMHC must cover defense and indemnification for incidents occurring during the period from January 1, 2018 to December 31, 2018; except GMHC's duty to defend and indemnify shall not apply to any claims found to be caused by the intentional or willful bad acts of MZA Events. The insurance will specifically include, but not be limited to, premises liability and shall cover the office space provided pursuant to this agreement. GMHC further agrees to name MZA Events, Inc., and Craig R. Miller personally, as additional insureds under such policy(s), for the period from January 1, 2018 to December 31, 2018, and shall provide MZA with a copy of certificates of insurance for each applicable policy and a copy of each applicable policy (including exclusions) by January 2, 2018. GMHC further agrees that it is responsible for providing by April 15, 2018, additional certificates of insurance to other parties that may require to be named as additional insureds in the course of AWNY's production (e.g., the City of New York, etc.). GMHC will promptly notify MZA of any changes in coverage.

## 8. Office Space

8.1 GMHC agrees to provide, at its expense, suitable office space in Manhattan for the AWNY staff, volunteers, and phone bank operation on or before August 1, 2017 until at least July 31, 2018. For purposes of this section, suitable office space is defined as:

- a. The same space as was provided to AWNY during the AWNY 2015 campaign as well as the same telephone system and service provided, but with the following exception. AWNY's use of the large studio (Room 6046) may include reasonable modifications and/or reasonable alternatives to use of Room 6046, as it will be undergoing reconstruction. Storage space or spaces provided shall be roughly equivalent in size to such space previously provided, and under the same terms.
- b. With the written consent of Craig R. Miller, GMHC may provide an office space and/or a telephone system and service other than that specified in Subsection 8.1(a), provided that the office space and/or telephone system and service GMHC is proposing to secure for AWNY closely approximates the specifications in 8.1 (a) above and provided that the proposed office space is suitable for the production of AWNY.
- c. Office space is for the exclusive uses of MZA and the AWNY staff, and must be at a location that is reasonably safe for volunteers and staff. All rooms which comprise the



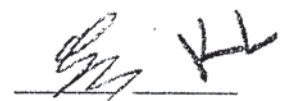
office space must be adjoining and on the same floor, unless otherwise approved by MZA. The entire office space, including the principal entrance and exit way, must be free from safety hazards.

- d. GMHC agrees to make the AWNY office space accessible 24 hours a day, seven days a week, without limitation.
- e. MZA will only use the AWNY office for (i) the coordination and production of AWNY or other AIDS fundraising events benefitting a not-for-profit organization and held in North America and (ii) non-substantial utilization related to logistical organizing for the New York City Marathon. Use of any GMHC premises for MZA's annual training held for marathon staff and volunteers will, consistent with the parties prior practice, require GMHC's pre-approval and the payment to GMHC of a reasonable sum (previously \$500.) MZA will keep GMHC reasonably informed of the extent of non-AWNY activities undertaken in the AWNY Office.
- f. In the event MZA wishes to use the AWNY office in connection with any project other than those referred to in paragraph (e) above, GMHC may charge a reasonable fee for such use, to be determined at the time MZA notifies GMHC of its intention to use the space pursuant to this paragraph, and GMHC notifies MZA of its consent thereto. GMHC reserves the right to refuse MZA's request to use the space for purposes other than those contemplated by this agreement.

#### 9. Date of Event/Termination

- 9.1 Although AWNY is tentatively scheduled to take place on May 20, 2018, both parties agree that, if necessary, any weekend day in May (except Memorial Day Weekend) and the first Saturday and Sunday in June are acceptable alternative dates for AWNY if a suitable staging area, route, and required government permits cannot be secured for the event to be held on May 20, 2018.
- 9.2 With the mutual and written agreement of GMHC and MZA, the date of AWNY may be changed without altering any other provision of this contract.
- 9.3 This contract may be terminated or canceled only if such termination or cancellation is permitted by the terms of this contract. Termination or cancellation of this contract will not affect the status of any other contracts that may exist between GMHC and MZA, including, but not limited to, contracts for production of AWNY in other years.
- 9.4 Notwithstanding the foregoing, if GMHC terminates the AWNY 2017 contract, MZA shall have the right, but not the obligation, to terminate this contract, and shall be relieved from its obligations hereunder (except to the extent any obligations hereunder are to expressly survive the expiration of the term). MZA must exercise this option within 10 business days of being notified of 2017's cancellation.

#### 10. Materials/Advertising/Media

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- 10.1 All advertisements and materials produced for AWNY will be written and designed by MZA and must be approved by GMHC's Chief Executive Officer or the Chief Executive Officer's designee, and MZA, prior to distribution.
- 10.2 Any and all AWNY press releases, media advisories, and public service announcements written by MZA must be approved by GMHC's Chief Executive Officer or designee prior to distribution. Any and all AWNY press releases, media advisories, and public services announcements written by GMHC personnel must be approved by MZA prior to distribution.
- 10.3 GMHC personnel as specified by the Chief Executive Officer, and Craig R. Miller and his designated Event Director and Senior Director of Campaign Operations, are all authorized press spokespersons for AWNY and will work cooperatively and share such responsibilities. However, MZA will be given possession of the "Media Sign-in Sheets" at the conclusion of the event and will have the exclusive right to be the first to phone in the results of AWNY to the news media. Additionally, MZA will have the exclusive right to be the first to announce the financial results of the event at AWNY's closing ceremony.
- 10.4 All AWNY advertisements and materials used for publicity or promotion of AWNY will include a credit line, which will read: "Created and Produced by MZA Events. AIDS Walk Founder/Senior Organizer: Craig R. Miller," or similar language as requested by MZA and approved by GMHC. GMHC's approval of possible revised credit line language requested by MZA shall not be unreasonably withheld. The size and position of the credit line will be comparable to the size and position of the credit line that appeared on the 2015 AIDS Walk New York materials.
- 10.5 The amount of recognition to be given to the various AWNY sponsors, including but not limited to recognition in program book ads, appearance in AWNY materials and advertisements, sponsor tables (if any), and speaking time during the AWNY opening ceremony, will be allotted in a manner mutually agreeable to GMHC and MZA.
- 10.6 No individual, business, organization, or entity of any kind shall be given complimentary or discounted advertising space in the AWNY program book, or complimentary or discounted status as an AWNY co-chair, sponsor, major sponsor, principal sponsor, grand sponsor, or any other such designation, or speaking time during the event's opening ceremony without the mutual consent of GMHC and MZA.
- 10.7 MZA agrees that it will not produce any subsequent event titled "AIDS Walk New York" without the express written consent of GMHC. Any and all contribution lists generated by AIDS Walk New York are the exclusive property of GMHC. For use in connection with future AIDS Walk New York events, GMHC may reproduce in original or modified form any and all materials designed or produced by MZA for AIDS Walk New York without the permission of, or further compensation to, MZA.

## 11. Contributions

- 11.1 GMHC will provide MZA with a complete and up to date list of contributions being credited to AIDS Walk New York at least twice a week from February 1, 2018;

through June 15, 2018, and at least once a week at all other times from August 1, 2017 through July 31, 2018.

11.2 *Bank Account.* GMHC will maintain a bank account in its own name but capable of receiving deposits in respect of AWNY, into which all AWNY contributions will be deposited.

11.3 *Responsibility for Collection and Transfer of Funds.*

- (a) MZA will ensure that all donations, less any related credit card processing fees, made through the AIDS Walk New York website are transferred directly to GMHC account by means of an electronic fund transfer.
- (b) All funds collected by MZA in respect of AWNY, if and to the extent any such funds are deposited by MZA into the GMHC account directly, will be deposited into the GMHC account within five days of MZA's receipt of such funds in compliance with Section 173-a of Article 7-A of the Executive Law.

## 12. Corporate Power and Authority/No Conflicts

12.1 The execution, delivery and performance by each party of this agreement has been duly authorized by all necessary corporate action and does not and will not:

- (a) Require any consent or approval of its stockholders;
  - (b) Contravene its charter or by-laws;
  - (c) As represented by MZA only, violate any provision of, or require any filing, registration, consent or approval under any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to MZA, except as provided in this agreement. MZA will file this agreement with the Attorney General of the State of New York, as required by Section 174-a of the Executive Law. MZA will file a closing statement with the Attorney General of the State of New York, as required by Section 174-a of the Executive Law, or as may otherwise be required by the Executive Law..
- 12.2 Each party represents and warrants that there are no actions, suits or proceedings pending or threatened against, or affecting itself before any court, governmental authority or arbitrator, which may, in any one case or in the aggregate, materially adversely affect its own financial condition, operations, properties or business, or the ability to perform their obligations under this agreement.
- 12.3 Each party has filed all tax (federal, state and local) returns required to be filed and has paid all taxes, assessments and governmental charges and levies thereon to be due, including interest and penalties. Each has no knowledge of any claims for taxes due and unpaid which might become a lien upon any of its assets.

## 13. Staff/Staff Costs

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- 13.1. MZA has the exclusive right and responsibility to hire, supervise, and, if it deems necessary, dismiss AWNY staff members. MZA has the right to set the compensation for AWNY staff positions, provided that the compensation set by MZA can be paid for within the confines of the GMHC-approved "Production Budget."
- 13.2 All AWNY staff members (not including short-term hourly workers such as stand placers who will be paid through a means to be determined by and acceptable to both parties) will be placed on MZA's payroll and paid as employees of MZA with standard payroll deductions made and employer taxes paid in full accordance with the labor and tax laws of the state of New York and of any city or county therein.
- 13.3 GMHC will reimburse MZA for the true and total cost of the MZA employees assigned by MZA to the production of AWNY, including the cost of benefits and all required employer taxes. GMHC will make such reimbursements within five business days of receiving MZA's payroll reimbursement check requests and accompanying documentation, and acknowledges that its obligation to make prompt reimbursements is a material element in this contract. MZA is to receive no administrative fee, percentage, or commission on the salaries, hourly wages or any other form of compensation paid to the above-referenced employees, and MZA will make available to GMHC upon request documentation of the true and total cost of these employees. In no event shall GMHC become liable for any amount in respect of the employment relationship between MZA and the AWNY staff, including but not limited to any amounts that may be assessed by any governmental authority in respect of inadequate tax withholding by MZA or as a result of any suit initiated by any AWNY staff member against such AWNY staff member's employer, and MZA agrees to indemnify and hold harmless GMHC for any such amounts GMHC may be required to pay as a result thereof.
- 13.4 On or before August 5, 2017, GMHC will provide MZA with a \$15,000 payroll-related cash advance. On or before January 5, 2018, GMHC will provide MZA with an additional \$35,000 payroll-related cash advance. This collective \$50,000 advance shall be refunded by MZA to GMHC on the later of: (1) August 10, 2018, or (2) the day after GMHC has fully reimbursed MZA for all AWNY payroll-related charges pursuant to this contract up to and including the July 16-31, 2018 pay period.
- 13.5 During the period of August 1, 2017 to September 1, 2019, GMHC will not hire, offer to hire, contract with, offer to contract with, or otherwise solicit any of the individuals on MZA's staff without the written permission of Craig R. Miller;. During the period of August 1, 2017 to September 1, 2019, MZA will not hire, offer to hire, contract with, offer to contract with, or otherwise solicit any of the individuals on GMHC's staff without the written permission of GMHC's Chief Executive Officer. These prohibitions pertain to any individuals on MZA's or GMHC's staff during or subsequent to production of AWNY.

#### 14. Cooperation/Promotion

- 14.1 During the period from February 1, 2018 to May 20, 2018, GMHC will not sponsor, promote, conduct or allow its name to be used in association with any "walkathon," "danceathon," "bikeathon" or any other event that involves the athletic participation of

individuals and/or contributions by others based upon the endurance or participation of such individuals. During the period from February 1, 2018 to May 20, 2018, in New York City only, MZA will not produce, or participate in the production of; any AIDS-related "walkathon," "danceathon," "bikeathon," or any other similar event that involves the athletic participation of individuals and/or contributions by others based upon the endurance or participation of such individuals.

- 14.2 During the period from February 21, 2018 to May 25, 2018, GMHC agrees that it will not allow its name and/or logo to be used on any Point-of-Purchase stand or device (as defined by GMHC's and MZA's general usage of that term) except those designed by MZA for AWNY. Furthermore, GMHC agrees that it will not receive proceeds from, promote, or provide production monies to any fundraising event, except AWNY, that utilizes such Point-of-Purchase stands or devices during the above-reference period of time. GMHC acknowledges that this assurance to MZA is a material element of this contract, which directly affected MZA's willingness to offer its services in regard to AWNY, and was a factor in determining the budget for AWNY.

## 15. STATUTORY RIGHT TO CANCEL CONTRACT

- 15.1 Pursuant to Section 174-a of the Executive Law of the State of New York, GMHC has the right to cancel this contract without cost, penalty or liability for a period of fifteen days following the date on which the contract is filed with the State of New York office of the Attorney General Charities Bureau (which filing is required within ten days after the contract is made). The notice of cancellation, which must be written, must be sent by mail (postage prepaid) or hand delivered to MZA Events, Inc., 3550 Wilshire Boulevard, Suite 1012, Los Angeles, CA 90010. A duplicate copy of the notice of cancellation must be sent to the State of New York Attorney General Charities Bureau, The Capitol, Albany, New York 12224.

## 16. Miscellaneous

- 16.1 *Incorporation, Good Standing and Due Qualification.*

Each party is a corporation duly organized, validly existing and in good standing under the laws of the State of New York, has the power and authority to own its assets and to transact the business or undertake the activities in which it is now engaged or proposed to be engaged, or is duly qualified as a foreign corporation and in good standing under the laws of each other jurisdiction in which such qualification is required.

- 16.2 *Maintenance of Existence.*

MZA and GMHC will preserve and maintain their corporate existence and good standing in the jurisdiction of their incorporation, and qualify and remain qualified, as a foreign corporation in each jurisdiction in which such qualification is required.

- 16.3 *Registration.*

GMHC is a registered "charitable organization" for purposes of the Executive Law, with registration number 03-14-50. GMHC's address is 446 West 33rd Street, 6<sup>th</sup>



Floor, New York, New York, 10001. MZA is a registered "professional fundraiser" for purposes of the Executive Law, with registration number 32-53-55. MZA will at all times during the term of this agreement maintain its status and good standing as a "professional fundraiser" and will otherwise be in compliance with the Executive Law or any other laws applicable to it and its activities. MZA's address is 3550 Wilshire Blvd., Suite 1012, Los Angeles, California, 90010.

16.4 *Legally Enforceable Agreements.*

This agreement is a legal, valid and binding obligation of the parties enforceable against each of them in accordance with its terms, except to the extent that such enforcement may be limited by bankruptcy, insolvency and other similar laws affecting creditors' rights generally.

16.5 *Assignment.*

The rights and obligations under this agreement will not be pledged, transferred or assigned by either party without the prior written consent of the other party.

16.6 *Participation by Women, Minority and GLBT-Owned Businesses.*

GMHC and MZA encourage meaningful participation by women-owned business enterprises ("**WBEs**"), and minority-owned business enterprises ("**MBEs**"), (WBEs and MBEs collectively referred to as "**W/MBEs**") as well as businesses owned by gay, lesbian, bisexual or transgender people in its contracting opportunities. MZA will use its commercially reasonable efforts to include W/MBEs and GLBT-owned businesses as vendors for AWNY.

16.7 *Maintenance of Books and Records.*

MZA will keep and maintain complete and accurate books and records of the operations of AWNY to the extent necessary for compliance with the applicable laws, and will preserve such records for a period of at least six years from the date hereof, or such longer period as may be required by applicable law.

16.8 *Cooperation.*

GMHC and MZA will cooperate fully with any investigation, audit, or inquiry conducted by a governmental authority having or claiming jurisdiction over GMHC, MZA, AWNY, or the AWNY office.

16.9 *Survival.*

The obligations to maintain books and records and to cooperate pursuant to Section 16.7 and 16.8 will survive the expiration of the term.

16.10 *Notices.*

- (a) Except in the case of notices and other communications expressly permitted to be given by telephone and subject to paragraph (b) below, all notices and other



communications provided for herein will be in writing and will be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

- (i) if to GMHC,

446 West 33rd Street, 6<sup>th</sup> Floor  
New York, New York 10001  
telecopy number: 212-367- 1248  
Attention: Kelsey Louie, Chief Executive Officer

- (ii) if to MZA,

3550 Wilshire Blvd., Suite 1012  
Los Angeles, CA 90010  
telecopy number: 213-201-1355  
Attention: Craig R. Miller, President & CEO

- (b) Each party may, in its discretion, agree to accept notices and other communications hereunder by electronic communications (including e-mails) pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications and may be retracted at any time.
- (c) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto.

16.11 *Waiver of Jury Trial.*

EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING BETWEEN GMHC AND MZA DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. THIS SECTION WILL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

16.12 *Governing Law; Jurisdiction; Consent to Service of Process.*

- (a) This agreement will be construed in accordance with and governed by the laws of the State of New York.
- (b) Each party hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally



agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

- (c) Each party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.
- (d) Each party to this agreement irrevocably consents to service of process in the manner provided for notices in Section 16.10. Nothing will affect the right of any party to this agreement to serve process in any other manner permitted by law.
- (e) This Section will survive the expiration or earlier termination of this agreement.

#### 16.13 *Attorneys' Fees.*

In the event litigation arises in relation to this contract, the prevailing party in any such action will be entitled to recover any and all reasonable attorney's fees and costs incurred in connection with litigation. The judge presiding over the dispute may determine the reasonable amount of such attorneys' fees and costs to be recovered by the prevailing party.

16.14 *Waivers, Amendments.* No provision of this agreement may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the parties. Any waiver of any provision of this agreement or consent to any departure by any party thereof will be effective only in the specific instance and for the purpose for which it is given.

#### 16.15 *Counterparts; Integration; Effectiveness.*

This agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. This agreement constitutes the entire contract among the parties relating to the subject matter of AWNY 2018 and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter of AWNY 2018.

#### 16.16 *Severability.*

Any provision of this agreement held to be invalid, illegal or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction will not invalidate such provision in any other jurisdiction.

16.17 *No Partnership or Joint Venture.*

Nothing herein contained will be construed in any manner to create any partnership or joint venture between GMHC and MZA, and GMHC and MZA will not be considered partners or co-venturers for any purpose.

16.18 *Consents and Approvals.*

All consents and approvals that may be given under this agreement will, as a condition of their effectiveness, be in writing. The granting of any consent or approval by a party to perform any act requiring consent or approval under the terms of this agreement, or the failure on the part of a party to object to any such action taken without the required consent or approval, will not, except where expressly stated otherwise, be deemed a waiver by the party whose consent was required of its right to require such consent or approval for any further similar act. The foregoing will not limit the effect of any provision of this agreement by which consent is deemed granted, if objection is not made within a specified period.

16.19 *Remedies Not Exclusive.*

No right or remedy conferred upon GMHC or MZA in this agreement is intended to be exclusive of any other right or remedy contained in this agreement, except where expressly stated otherwise. Every such right or remedy will be cumulative and will be in addition to each other right and remedy contained in this agreement or now or hereafter available to GMHC or MZA at law, in equity, by statute or otherwise. This Section will survive the expiration or earlier termination of this agreement.

16.20 *Required Provisions of Law Controlling.*

It is the intention and understanding of the parties hereto that each and every provision of law required to be inserted in this agreement should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then this agreement will forthwith, upon the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party.

16.21 *Interpretation of this Agreement.*

All parties to this contract and their counsel have participated in the negotiation and drafting of this agreement. Therefore, in any interpretation or construction of the terms or meaning of this contract, those terms and this contract will be construed equally with regard to all parties, and not more strictly against one party or the other based on that party's degree of participation in the creation of this agreement. This Section will survive the expiration or earlier termination of this agreement.

16.22 *No Third-Party Beneficiaries.*

This agreement is not intended to and will not confer upon any person other than GMHC and MZA any rights or remedies hereunder.

Handwritten initials and a signature, possibly "GM" and "LL", are present in the bottom right corner of the page.



16.23 *Specified Dates.*

For purposes of compliance with New York State Law, the specified beginning date of this contract shall be August 1, 2017, and the specified ending date of this contract shall be July 31, 2018.

16.24 *Future Contract Negotiations.*

The parties agree that the appropriate time to negotiate and sign contracts for production of future AIDS Walk New York events is 22 months or more before the date of such events. The parties agree to endeavor to do so, in order to optimize opportunities for planning and to enable MZA to offer, and GMHC to receive, a discounted event production fee.

17. Any AIDS Walk New York donations, be they monetary, services, or products, are the sole property of GMHC.

This agreement for production of AWNY, 2018 is effective immediately upon signing on behalf of all parties.

DATED: \_\_\_ Month 10 Day 02, 2015 \_\_\_\_\_ GAY MEN'S HEALTH CRISIS, INC.

BY: Kelsey Louie  
Kelsey Louie  
Chief Executive Officer

DATED: \_\_\_ Month 10 Day 02, 2015 \_\_\_\_\_ MZA EVENTS, INC.

BY: Craig R. Miller  
Craig R. Miller  
President & CEO

Craig Miller

EXHIBIT A: DIVISION OF AIDS WALK NEW YORK RESPONSIBILITIES

Production of the 2018 AIDS Walk New York will require a close working relationship between Gay Men's Health Crisis, Inc. (GMHC) and MZA Events, Inc. (MZA). While cooperation and mutual support will be important at all stages, the following list delineates division of primary responsibility for the various aspects of AWNY's production:

	MZA	GMHC
Overall organization of the event	X	
Secure Park and Police Permits	X	X
Design and Production of All Event Materials	X	
Provide Funds for Production of Event		X
Administration of AWNY Budget	X	X
Day-to-day Management of AWNY Office	X	
Provide Lists for Recruitment Mailings	X	
Recruit Volunteers for Phone Bank and Tabling	X	X
Supervision and Coordination of Phone Bank and Tabling	X	
Provide Office Space with Specified Telephone Service		X
Solicitation and Oversight of Media Sponsorships	X	
Press Development	X	X
Press Spokesperson	X	X
Corporate Underwriting	X	X
Major Donors	X	X
Distribution of AWNY Materials	X	
Recruitment of Volunteers for Day of Event	X	X
Selection and Supervision of AWNY staff	X	
Provide Insurance Coverage for AWNY Production		X
Secure Speakers for Day of Event	X	
Secure Celebrity (ies) for Event	X	
Supervision of Pledge Collection	X	

Handwritten signature and initials, possibly 'MZA' and 'GMHC', located at the bottom right of the page.



EXHIBIT B: PRODUCTION BUDGET

<u>Category Description</u>	<u>2018 Budget</u>
<b>DOE Expenses</b>	
Rentals: Toilets/Dumpsters/Tents/Tables/Chairs	66,608
Equipment: (Lifts/Carts/Radios/Bull-horns)	19,766
Stage/Sound	46,509
Security/Armored Car	24,336
Banners/Balloons/Installation	12,438
Trucks	10,816
DOE Other Expenses	30,555
<b>Sub-Total DOE:</b>	<b>211,029</b>
<b>Long Distance Phone</b>	<b>1,082</b>
<b>Miscellaneous</b>	<b>27,040</b>
<b>All Staffing</b>	
Campaign Staff	686,816
Data Processing	59,488
Hourly Employees	54,080
<b>Sub-Total Staffing:</b>	<b>800,384</b>
<b>Office Supplies</b>	<b>21,632</b>

 KL

EXHIBIT B: PRODUCTION BUDGET

**AIDS Walk New York - 2018 Budget Summary (Cont)**

**Outdoor Advertising**

Printing/Pre-production	10,816	
Posting	167,648	
<b>Sub-Total Outdoor:</b>		<b>178,464</b>

**Postage**

General	4,364	
Recruitment	13,650	
Teams/SW	37,440	
Follow-up/Kits	85,800	
Premiums	37,440	
<b>Sub-Total Postage/Delivery:</b>		<b>178,694</b>

**Premiums 102,752**  
**Print and Art**

Graphic Art/Print Pre-Pro	21,632	
Campaign Stationary	5,408	
POP/Posters	45,427	
Recruitment	5,408	
Follow-up/Kits/teams	37,856	
Sponsorship	3,245	
Program Guide	37,856	
<b>Sub-Total Printing:</b>		<b>156,832</b>
<b>Transaction Fees For Online Donations:</b>		<b>124,800**</b>

**Total Expenses: 1,802,709 TBD**

\*\*Estimate only. See Section 4.3

Handwritten signature and initials in the bottom right corner of the page.



**Part A - Identification of Contracting Professional Fund Raiser(s)**

1. Name of Contracting Professional Fund Raiser(s)	2. NYS PFR ID#
MZA Events, Inc	<u>32</u> - <u>53</u> - <u>55</u>
	___ - ___ - ___

**Part B - Identification of Contracting Charitable Organization(s)**

1. Name of Contracting Charitable Organization(s)	2. NYS CHARITY ID#
GMHC	<u>03</u> - <u>14</u> - <u>50</u>
	___ - ___ - ___

**Part C - Statement Information**

1. Contract Period (Must coincide with the contract period set forth in the corresponding contract) Start: <u>08</u> / <u>01</u> / <u>2010</u> End: <u>07</u> / <u>31</u> / <u>2011</u>	2. Contract Year (if Multi-Year Contract) Start: ___ / ___ / ___ End: ___ / ___ / ___	3. Campaign Dates Covered by Statement (Must be within the Contract Period or Contract Year) Start: <u>08</u> / <u>01</u> / <u>2010</u> End: <u>07</u> / <u>31</u> / <u>2011</u>
4. Original Filing ID of Corresponding Contract (Refer to this office's Notice of Receipt of Contract sent to the PFR upon the filing of the original corresponding contract.)		
5. Type of Statement: <input type="checkbox"/> Interim Statement <input checked="" type="checkbox"/> Closing Statement		
6. Were services provided at any time other than during the Contract Period (C1) or, for multi-year contracts, the Contract Year (C2)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

**Part D - Certification**

We, an authorized representative of the Professional Fund Raiser and an authorized representative of the Charitable Organization, certify under the penalties for perjury, that we reviewed this Interim/Closing Statement, and to the best of our knowledge and belief, it is true, correct and complete in accordance with the laws of the State of New York applicable to this statement.

1. Professional Fund Raiser			
PFR Representative		William Archer    Sen Dir. of Campaign Ops	3/2/12
	Signature	Printed Name	Title
2. Charitable Organization			
Charity Representative		DAVID FAZIO    CFO	2/29/12
	Signature	Printed Name	Title

FOR OFFICE USE ONLY	DATE RECEIVED <b>MAR - 7 2012</b>	CHAR 037 FILING ID#	PFR ID#	CHARITY ID#
	CONTRACT FILING ID# <u>OK</u>	BEGINNING DATE	END DATE	NEXT CHAR037 DUE DATE

**Part E - Activity and Conduct**

1. Specify the methods of solicitation (Column A) and the types of contributions solicited (Column B). (Check all that apply.)

**COLUMN A**

- Telemarketing .....
- Direct Mail .....
- Door to Door .....
- Electronic Media (TV, Radio) .....
- Print Media .....
- Internet .....
- Email .....
- Other (please describe): \_\_\_\_\_

**COLUMN B**

- Monetary Contributions .....
- Donation of New or Used Goods .....
- Tickets to a Dinner/Gala/Other Special Event .....
- Ads in a Publication/Magazine .....
- Purchase of a Product .....
- Grants .....
- Volunteers .....
- Other (please describe): \_\_\_\_\_

2. Did this campaign involve the solicitation of persons in New York State only, the solicitation of persons in New York State and other states or the solicitation of persons only in other states?

- New York State Only .....  (Complete only Columns I and II in Part F - Financial Report (page 3))
  - New York State and Other States .....  (Complete all Columns in Part F - Financial Report (page 3))
  - Other States Only .....  (Do not complete Part F - Financial Report (page 3), but provide below an explanation as to why the corresponding contract was filed with the Charities Bureau.)
- Explanation: \_\_\_\_\_

3. Within five days of receipt, were all contributions received from solicitation activity under this contract deposited in a bank account under the exclusive control of the charitable organization listed above?.....  **Yes\***  **No\***  **Not Applicable** (PFR had no access to contributions)

**\*If "Yes" or "No", complete account information below:**

Bank Name: TD Bank Bank Address: 1091 Third Avenue, New York  
 Account Name: Gay Men's Health Crisis

4. Did the professional fund raiser subcontract any contractual services to an third party during the specified Contract Period or, if a multi-year contract, the Contract Year? .....  **Yes\***  **No**

**\*If "Yes," provide each subcontractor's name, NY PFR ID#, address and telephone number.**

Subcontractor Name & NYS PFR ID#	Subcontractor Address (Number and street, Room/Suite, City or town, state or country and ZIP+ 4)	Subcontractor Phone Number

5. Has the professional fund raiser provided all contractual services and has the charitable organization received all contractual monetary payments required by the contract? .....  **Yes**  **No\***

**\*If "No," provide an explanation:**



Part F - Financial Report				
If the campaign involved only the solicitation of persons in New York State, complete Columns I and II. If the campaign involved the solicitation of persons in New York State and other states, complete Columns I, II, III and IV.	New York		All States	
	Column I	Column II	Column III	Column IV
<b>1. GROSS REVENUE</b>				
a. Monetary Contributions Solicited By PFR .....	\$ 791,500		\$ 949,750	
b. Advertisement Sales .....	\$		\$	
c. Entertainment Sales/Admission Charges .....	\$		\$	
d. Other Product Sales (Identify Product: _____) .....	\$		\$	
e. Monetary Contributions Solicited By PFR Recruited Volunteers .....	\$2,889,203		\$5,301,289	
f. Other Revenue Source (Describe: <u>Matching Grants</u> ) .....	\$ 95,112		\$174,518	
g. Other Revenue Source (Describe: _____) .....	\$		\$	
h. Other Revenue Source (Describe: _____) .....	\$		\$	
<b>i. TOTAL GROSS REVENUE (Add lines #1a through #1h) . . . .</b>		<b>\$3775815</b>		<b>\$6,425,557</b>
<b>2. EXPENSES</b>				
a. PFR's Remuneration/Fee .....	\$408,633		\$408,633	
b. Salaries & Benefits For Professional Solicitors, Office Manager, Other PFR Employees .....	\$791,687		\$791,687	
c. Subcontractor's Fee (Identify Subcontractor(s) in Part E4) .....	\$		\$	
d. Permits, Licenses, Registration Fees, Etc. ....	\$		\$	
e. Office Rent, Office Utilities, Office Insurance .....	\$		\$	
f. Office Supplies, Other Office Expenses .....	\$ 11,882		\$ 11,882	
g. Computer/Data Processing Service Fees .....	\$ 108,503		\$108,503	
h. Telephone .....	\$		\$	
i. Printing .....	\$ 130,456		\$130,456	
j. Advertising .....	\$145,876		\$ 145,876	
k. List Rentals .....	\$		\$	
l. Postage & Shipping .....	\$ 46,254		\$ 46,254	
m. Show/Event Fee .....	\$ 231,309		\$231,309	
n. Show/Event Facilities Rental Fee & Insurance <u>park fee</u> .....	\$ 50,000		\$ 50,000	
o. Cost of Merchandise For Resale .....	\$		\$	
p. Other Expense (Describe: <u>Awards</u> ) .....	\$ 71,851		\$71,851	
q. Other Expense (Describe: <u>Misc</u> ) .....	\$ 5,191		\$ 5,191	
r. Other Expense (Describe: <u>Online Fees</u> ) .....	\$ 210,873		\$210,873	
s. Other Expense (Describe: <u>Phone Bank</u> ) .....	\$ 13,616		\$ 13,616	
<b>t. TOTAL EXPENSES (Add lines #2a through #2s) .....</b>		<b>\$(2226131)</b>		<b>\$(2226131)</b>
<b>3. NET AMOUNT RETAINED BY THE CHARITY (Subtract line #2t from line #1i) .....</b>		<b>\$ 1549684</b>		<b>\$4199426</b>
<b>4. ADDITIONAL GUARANTEED MONIES PAID TO THE CHARITY</b>		<b>\$</b>		<b>\$</b>
<b>5. MISCELLANEOUS</b>				
a. Uncollected Pledges as of the Date of this Report .....	\$		\$	
b. In-Kind (Non-Cash) Donations (Describe: _____) .....	\$		\$	
c. Professional Fund Raiser's Profit/Loss (Optional) (not the same as line #2a) .....	\$		\$	

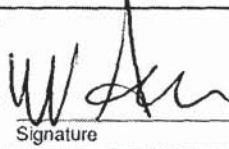




Form <b>CHAR037</b>	<b>Professional Fund Raiser Interim/Closing Statement</b> New York State Department of Law (Office of the Attorney General) Charities Bureau The Capitol Albany, NY 12224 <a href="http://www.CharitiesNYS.com">http://www.CharitiesNYS.com</a>	<b>Open to Public Inspection</b>
Article 7-A of the Executive Law		

<b>Part A - Identification of Contracting Professional Fund Raiser(s)</b>	
1. Name of Contracting Professional Fund Raiser(s)	2. NYS PFR ID#
MZA Events, Inc	32 - 53 - 55
	- - - - -

<b>Part B - Identification of Contracting Charitable Organization(s)</b>	
1. Name of Contracting Charitable Organization(s)	2. NYS CHARITY ID#
GMHC	03 - 14 - 50
	- - - - -

<b>Part C - Statement Information</b>		
1. Contract Period (Must coincide with the contract period set forth in the corresponding contract)	2. Contract Year (if Multi-Year Contract)	3. Campaign Dates Covered by Statement (Must be within the Contract Period or Contract Year)
Start: 08 / 01 / 2011 End: 07 / 31 / 2012	Start: ___ / ___ / ___ End: ___ / ___ / ___	Start: 08 / 01 / 2011 End: 07 / 31 / 2012
4. Original Filing ID of Corresponding Contract (Refer to this office's Notice of Receipt of Contract sent to the PFR upon the filing of the original corresponding contract.)		
5. Type of Statement: <input type="checkbox"/> Interim Statement <input checked="" type="checkbox"/> Closing Statement		
6. Were services provided at any time other than during the Contract Period (C1) or, for multi-year contracts, the Contract Year (C2)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

<b>Part D - Certification</b>			
We, an authorized representative of the Professional Fund Raiser and an authorized representative of the Charitable Organization, certify under the penalties for perjury, that we reviewed this Interim/Closing Statement, and to the best of our knowledge and belief, it is true, correct and complete in accordance with the laws of the State of New York applicable to this statement.			
1. Professional Fund Raiser			
PFR Representative		William Archer	Sen. Dir. Ops    12/10/12
	Signature	Printed Name	Title    Date
2. Charitable Organization			
Charity Representative		DAVID FAZIO	CFO    12/5/12
	Signature	Printed Name	Title    Date

FOR OFFICE USE ONLY	DATE RECEIVED DEC 14 2012	CHAR 037 FILING ID#	PFR ID#	CHARITY ID#
	CONTRACT FILING ID# 	BEGINNING DATE	END DATE	NEXT CHAR037 DUE DATE



**Part E - Activity and Conduct**

1. Specify the methods of solicitation (Column A) and the types of contributions solicited (Column B). (Check all that apply.)

**COLUMN A**

- Telemarketing .....
- Direct Mail .....
- Door to Door .....
- Electronic Media (TV, Radio) .....
- Print Media .....
- Internet .....
- Email .....

Other (please describe): \_\_\_\_\_

**COLUMN B**

- Monetary Contributions .....
- Donation of New or Used Goods .....
- Tickets to a Dinner/Gala/Other Special Event .....
- Ads in a Publication/Magazine .....
- Purchase of a Product .....
- Grants .....
- Volunteers .....

Other (please describe): \_\_\_\_\_

2. Did this campaign involve the solicitation of persons in New York State only, the solicitation of persons in New York State and other states or the solicitation of persons only in other states?

- New York State Only .....  (Complete only Columns I and II in Part F - Financial Report (page 3))
- New York State and Other States .....  (Complete all Columns in Part F - Financial Report (page 3))
- Other States Only .....  (Do not complete Part F - Financial Report (page 3), but provide below an explanation as to why the corresponding contract was filed with the Charities Bureau.)

Explanation: \_\_\_\_\_

3. Within five days of receipt, were all contributions received from solicitation activity under this contract deposited in a bank account under the exclusive control of the charitable organization listed above?.....  Yes\*  No\*  Not Applicable (PFR had no access to contributions)

\*If "Yes" or "No", complete account information below:

Bank Name: TD Bank Bank Address: 1091 Third Avenue, New York  
 Account Name: Gay Men's Health Crisis

4. Did the professional fund raiser subcontract any contractual services to a third party during the specified Contract Period or, if a multi-year contract, the Contract Year? .....  Yes\*  No

\*If "Yes," provide each subcontractor's name, NY PFR ID#, address and telephone number.

Subcontractor Name & NYS PFR ID#	Subcontractor Address (Number and street, Room/Suite, City or town, state or country and ZIP+ 4)	Subcontractor Phone Number

5. Has the professional fund raiser provided all contractual services and has the charitable organization received all contractual monetary payments required by the contract? .....  Yes  No\*

\*If "No," provide an explanation:



Part F - Financial Report				
If the campaign involved only the solicitation of persons in New York State, complete Columns I and II. If the campaign involved the solicitation of persons in New York State and other states, complete Columns I, II, III and IV.	New York		All States	
	Column I	Column II	Column III	Column IV
<b>1. GROSS REVENUE</b>				
a. Monetary Contributions Solicited By PFR .....	\$ 704,002		\$ 872,102	
b. Advertisement Sales .....	\$		\$	
c. Entertainment Sales/Admission Charges .....	\$		\$	
d. Other Product Sales (Identify Product: _____) .....	\$		\$	
e. Monetary Contributions Solicited By PFR Recruited Volunteers .....	\$2,715,966		\$ 4,764,853	
f. Other Revenue Source (Describe: <u>Matching Grants</u> ) .....	\$100,448		\$ 176,225	
g. Other Revenue Source (Describe: _____) .....	\$		\$	
h. Other Revenue Source (Describe: _____) .....	\$		\$	
i. <b>TOTAL GROSS REVENUE (Add lines #1a through #1h) . . . .</b>		\$3,520,416		\$ 5,813,180
<b>2. EXPENSES</b>				
a. PFR's Remuneration/Fee .....	\$391,503		\$ 391,503	
b. Salaries & Benefits For Professional Solicitors, Office Manager, Other PFR Employees .....	\$813,237		\$ 813,237	
c. Subcontractor's Fee (Identify Subcontractor(s) in Part E4) .....	\$		\$	
d. Permits, Licenses, Registration Fees, Etc. ....	\$		\$	
e. Office Rent, Office Utilities, Office Insurance .....	\$		\$	
f. Office Supplies, Other Office Expenses .....	\$ 11,907		\$ 11,907	
g. Computer/Data Processing Service Fees .....	\$ 44,242		\$ 44,242	
h. Telephone .....	\$		\$	
i. Printing .....	\$ 132,819		\$ 132,819	
j. Advertising .....	\$ 140,923		\$ 140,923	
k. List Rentals .....	\$		\$	
l. Postage & Shipping .....	\$ 71,532		\$ 71,532	
m. Show/Event Fee .....	\$ 233,748		\$ 233,748	
n. Show/Event Facilities Rental Fee & Insurance <u>Park fee</u> .....	\$ 52,000		\$ 52,000	
o. Cost of Merchandise For Resale .....	\$		\$	
p. Other Expense (Describe: <u>Awards</u> ) .....	\$ 70,187		\$ 70,187	
q. Other Expense (Describe: <u>Online Fees</u> ) .....	\$ 179,265		\$ 179,265	
r. Other Expense (Describe: <u>Phone Bank</u> ) .....	\$ 15,962		\$ 15,962	
s. Other Expense (Describe: <u>Miscellaneous</u> ) .....	\$ 5,571		\$ 5,571	
t. <b>TOTAL EXPENSES (Add lines #2a through #2s) .....</b>		\$(2,162,896)		\$(2,162,896)
<b>3. NET AMOUNT RETAINED BY THE CHARITY (Subtract line #2t from line #1i) .....</b>		\$ 1,357,520		\$ 3,650,284
<b>4. ADDITIONAL GUARANTEED MONIES PAID TO THE CHARITY</b>		\$		\$
<b>5. MISCELLANEOUS</b>				
a. Uncollected Pledges as of the Date of this Report .....	\$		\$	
b. In-Kind (Non-Cash) Donations (Describe: _____) .....	\$		\$	
c. Professional Fund Raiser's Profit/Loss (Optional) (not the same as line #2a) .....	\$		\$	



Part A - Identification of Contracting Professional Fund Raiser(s)	
1. Name of Contracting Professional Fund Raiser(s)  <b>MZA Events, Inc.</b>	2. NYS PFR ID#  <b>32-53-55</b>
	____-____-____

Part B - Identification of Contracting Charitable Organization(s)	
1. Name of Contracting Charitable Organization(s)  <b>GMHC</b>	2. NYS CHARITY ID#  <b>03-14-50</b>
	____-____-____

Part C - Statement Information		
1. Contract Period (Must coincide with the contract period set forth in the corresponding contract) Start: <b>08012012</b> End: <b>07312013</b>	2. Contract Year (if Multi-Year Contract) Start: ____/____/____ End: ____/____/____	3. Campaign Dates Covered by Statement (Must be within the Contract Period or Contract Year) Start: <b>08012012</b> End: <b>07312013</b>
4. Original Filing ID of Corresponding Contract (Refer to this office's Notice of Receipt of Contract sent to the PFR upon the filing of the original corresponding contract.)		
5. Type of Statement: <input type="checkbox"/> Interim Statement <input checked="" type="checkbox"/> Closing Statement		
6. Were services provided at any time other than during the Contract Period (C1) or, for multi-year contracts, the Contract Year (C2)? <input type="checkbox"/> Yes <input type="checkbox"/> No		

Part D - Certification			
We, an authorized representative of the Professional Fund Raiser and an authorized representative of the Charitable Organization, certify under the penalties for perjury, that we reviewed this Interim/Closing Statement, and to the best of our knowledge and belief, it is true, correct and complete in accordance with the laws of the State of New York applicable to this statement.			
1. Professional Fund Raiser	<div style="border: 1px solid black; padding: 2px; display: inline-block;">PFR Representative</div>	<b>Valerie Smith</b> <small>Printed Name</small>	<b>Director of Finance + Administration</b> <small>Title</small>
	<small>Signature</small>	<small>Printed Name</small>	<small>Title</small>
2. Charitable Organization	<div style="border: 1px solid black; padding: 2px; display: inline-block;">Charity Representative</div>	<b>DAVID FAZIO</b> <small>Printed Name</small>	<b>CFO</b> <small>Title</small>
	<small>Signature</small>	<small>Printed Name</small>	<small>Title</small>
			<b>10/21/13</b> <small>Date</small>
			<b>10/16/13</b> <small>Date</small>

FOR OFFICE USE ONLY	DATE RECEIVED <b>OCT 23 2013</b>	CHAR 037 FILING ID#	PFR ID# <b>32-53-55</b>	CHARITY ID# <b>03-14-50</b>
	CONTRACT FILING ID#	BEGINNING DATE <b>8/1/12</b>	END DATE <b>7/31/13</b>	NEXT CHAR037 DUE DATE

4201110050000094

**Part E - Activity and Conduct**

1. Specify the methods of solicitation (Column A) and the types of contributions solicited (Column B). (Check all that apply.)

**COLUMN A**

- Telemarketing .....
- Direct Mail .....
- Door to Door .....
- Electronic Media (TV, Radio) .....
- Print Media .....
- Internet .....
- Email .....
- Other (please describe): \_\_\_\_\_

**COLUMN B**

- Monetary Contributions .....
- Donation of New or Used Goods .....
- Tickets to a Dinner/Gala/Other Special Event .....
- Ads in a Publication/Magazine .....
- Purchase of a Product .....
- Grants .....
- Volunteers .....
- Other (please describe): \_\_\_\_\_

2. Did this campaign involve the solicitation of persons in New York State only, the solicitation of persons in New York State and other states or the solicitation of persons only in other states?

- New York State Only .....  (Complete only Columns I and II in Part F - Financial Report (page 3))
  - New York State and Other States .....  (Complete all Columns in Part F - Financial Report (page 3))
  - Other States Only .....  (Do not complete Part F - Financial Report (page 3), but provide below an explanation as to why the corresponding contract was filed with the Charities Bureau.)
- Explanation: \_\_\_\_\_

3. Within five days of receipt, were all contributions received from solicitation activity under this contract deposited in a bank account under the exclusive control of the charitable organization listed above? .....  Yes\*  No\*  Not Applicable (PFR had no access to contributions)

\*If "Yes" or "No", complete account information below:

Bank Name: TD Bank Bank Address: 1091 Third Ave.  
 Account Name: Egy Men's Health Crisis New York, NY

4. Did the professional fund raiser subcontract any contractual services to a third party during the specified Contract Period or, if a multi-year contract, the Contract Year? .....  Yes\*  No\*

\*If "Yes," provide each subcontractor's name, NY PFR ID#, address and telephone number.

Subcontractor Name & NYS PFR ID#	Subcontractor Address (Number and street, Room/Suite, City or town, state or country and ZIP+ 4)	Subcontractor Phone Number

5. Has the professional fund raiser provided all contractual services and has the charitable organization received all contractual monetary payments required by the contract? .....  Yes  No\*

\*If "No," provide an explanation:



Part F - Financial Report

If the campaign involved only the solicitation of persons in New York State, complete Columns I and II. If the campaign involved the solicitation of persons in New York State and other states, complete Columns I, II, III and IV.	New York		All States	
	Column I	Column II	Column III	Column IV
<b>1. GROSS REVENUE</b>				
a. Monetary Contributions Solicited By PFR .....	\$ 703,597		\$ 871,600	
b. Advertisement Sales .....	\$		\$	
c. Entertainment Sales/Admission Charges .....	\$		\$	
d. Other Product Sales (Identify Product: _____) .....	\$		\$	
e. Monetary Contributions Solicited By PFR Recruited Volunteers .....	\$ 2,493,495		\$ 4,374,553	
f. Other Revenue Source (Describe: <u>Matching Grants</u> ) .....	\$ 105,710		\$ 185,457	
g. Other Revenue Source (Describe: _____) .....	\$		\$	
h. Other Revenue Source (Describe: _____) .....	\$		\$	
i. TOTAL GROSS REVENUE (Add lines #1a through #1h) .....		\$ 3,302,802		\$ 5,431,610
<b>2. EXPENSES</b>				
a. PFR's Remuneration/Fee .....	\$ 385,694		\$ 385,694	
b. Salaries & Benefits For Professional Solicitors, Office Manager, Other PFR Employees .....	\$ 789,469		\$ 789,469	
c. Subcontractor's Fee (Identify Subcontractor(s) in Part E4) .....	\$		\$	
d. Permits, Licenses, Registration Fees, Etc. ....	\$		\$	
e. Office Rent, Office Utilities, Office Insurance .....	\$		\$	
f. Office Supplies, Other Office Expenses .....	\$ 11,457		\$ 11,457	
g. Computer/Data Processing Service Fees .....	\$ 59,089		\$ 59,089	
h. Telephone .....	\$		\$	
i. Printing .....	\$ 127,067		\$ 127,067	
j. Advertising .....	\$ 130,192		\$ 130,192	
k. List Rentals .....	\$		\$	
l. Postage & Shipping .....	\$ 30,149		\$ 30,149	
m. Show/Event Fee .....	\$ 252,051		\$ 252,051	
n. Show/Event Facilities Rental Fee & Insurance .. Park Fee ..	\$ 59,000		\$ 59,000	
o. Cost of Merchandise For Resale .....	\$		\$	
p. Other Expense (Describe: <u>Awards</u> ) .....	\$ 28,328		\$ 28,328	
q. Other Expense (Describe: <u>Online Fees</u> ) .....	\$ 154,596		\$ 154,596	
r. Other Expense (Describe: <u>Phone Bank</u> ) .....	\$ 14,784		\$ 14,784	
s. Other Expense (Describe: <u>Misc</u> ) .....	\$ 7,486		\$ 7,486	
t. TOTAL EXPENSES (Add lines #2a through #2s) .....		\$( 2,049,362)		\$(2,049,362)
<b>3. NET AMOUNT RETAINED BY THE CHARITY</b> (Subtract line #2t from line #1i) .....		\$ 1,253,440		\$ 3,382,248
<b>4. ADDITIONAL GUARANTEED MONIES PAID TO THE CHARITY</b> .....		\$		\$
<b>5. MISCELLANEOUS</b>				
a. Uncollected Pledges as of the Date of this Report .....	\$		\$	
b. In-Kind (Non-Cash) Donations (Describe: _____) .....	\$		\$	
c. Professional Fund Raiser's Profit/Loss (Optional) (not the same as line #2a) .....	\$		\$	





Form <b>CHAR037</b>	<b>Professional Fund Raiser Interim/Closing Statement</b> New York State Department of Law (Office of the Attorney General) Charities Bureau The Capitol Albany, NY 12224 <a href="http://www.CharitiesNYS.com">http://www.CharitiesNYS.com</a>	<b>Open to Public Inspection</b>
<i>Article 7-A of the Executive Law</i>		

<b>Part A - Identification of Contracting Professional Fund Raiser(s)</b>	
1. Name of Contracting Professional Fund Raiser(s)	2. NYS PFR ID#
MZA Events, Inc.	3 2 . 5 3 . 5 5
	____ - ____ - ____

<b>Part B - Identification of Contracting Charitable Organization(s)</b>	
1. Name of Contracting Charitable Organization(s)	2. NYS CHARITY ID#
Gay Men's Health Crisis	0 3 . 1 4 . 5 0
	____ - ____ - ____

<b>Part C - Statement Information</b>		
1. Contract Period (Must coincide with the contract period set forth in the corresponding contract)	2. Contract Year (if Multi-Year Contract)	3. Campaign Dates Covered by Statement (Must be within the Contract Period or Contract Year)
Start: <u>0 8 / 0 1 / 2 0 1 3</u>	Start: ____ / ____ / ____	Start: <u>0 8 / 0 1 / 2 0 1 3</u>
End: <u>0 7 / 3 1 / 2 0 1 4</u>	End: ____ / ____ / ____	End: <u>0 7 / 3 1 / 2 0 1 4</u>
4. Original Filing ID of Corresponding Contract (Refer to this office's Notice of Receipt of Contract sent to the PFR upon the filing of the original corresponding contract.)		
5. Type of Statement: <input type="checkbox"/> Interim Statement <input checked="" type="checkbox"/> Closing Statement		
6. Were services provided at any time other than during the Contract Period (C1) or, for multi-year contracts, the Contract Year (C2)? <input type="checkbox"/> Yes <input type="checkbox"/> No		

<b>Part D - Certification</b>			
We, an authorized representative of the Professional Fund Raiser and an authorized representative of the Charitable Organization, certify under the penalties for perjury, that we reviewed this Interim/Closing Statement, and to the best of our knowledge and belief, it is true, correct and complete in accordance with the laws of the State of New York applicable to this statement.			
1. Professional Fund Raiser			
PFR Representative		Craig R. Miller	CEO
	Signature	Printed Name	Title
			12/30/14
			Date
2. Charitable Organization			
Charity Representative		JOE MELIF	INTERIM CFO
	Signature	Printed Name	Title
			12/23/14
			Date

FOR OFFICE USE ONLY	DATE RECEIVED <b>JAN 0 5 2015</b>	CHAR 037 FILING ID#	PFR ID# <b>32-53-55</b>	CHARITY ID# <b>03-14-50</b>
	CONTRACT FILING ID#	BEGINNING DATE	END DATE	NEXT CHAR037 DUE DATE

F201201050000007



**Part E - Activity and Conduct**

1. Specify the methods of solicitation (Column A) and the types of contributions solicited (Column B). (Check all that apply.)

**COLUMN A**

**COLUMN B**

- Telemarketing .....
- Direct Mail .....
- Door to Door .....
- Electronic Media (TV, Radio) .....
- Print Media .....
- Internet .....
- Email .....
- Other (please describe): \_\_\_\_\_

- Monetary Contributions .....
- Donation of New or Used Goods .....
- Tickets to a Dinner/Gala/Other Special Event .....
- Ads in a Publication/Magazine .....
- Purchase of a Product .....
- Grants .....
- Volunteers .....
- Other (please describe): \_\_\_\_\_

2. Did this campaign involve the solicitation of persons in New York State only, the solicitation of persons in New York State and other states or the solicitation of persons only in other states?

- New York State Only .....  (Complete only Columns I and II in Part F - Financial Report (page 3))
  - New York State and Other States .....  (Complete all Columns in Part F - Financial Report (page 3))
  - Other States Only .....  (Do not complete Part F - Financial Report (page 3), but provide below an explanation as to why the corresponding contract was filed with the Charities Bureau.)
- Explanation: \_\_\_\_\_

3. Within five days of receipt, were all contributions received from solicitation activity under this contract deposited in a bank account under the exclusive control of the charitable organization listed above?.....  Yes\*  No\*  Not Applicable (PFR had no access to contributions)

\*If "Yes" or "No", complete account information below:

Bank Name: TD Bank Bank Address: 1091 Third Ave  
 Account Name: Gay Men's Health Crisis New York NY

4. Did the professional fund raiser subcontract any contractual services to a third party during the specified Contract Period or, if a multi-year contract, the Contract Year? .....  Yes\*  No\*

\*If "Yes," provide each subcontractor's name, NY PFR ID#, address and telephone number.

Subcontractor Name & NYS PFR ID#	Subcontractor Address (Number and street, Room/Suite, City or town, state or country and ZIP+ 4)	Subcontractor Phone Number

5. Has the professional fund raiser provided all contractual services and has the charitable organization received all contractual monetary payments required by the contract? .....  Yes  No\*

\*If "No," provide an explanation:

<b>Part F - Financial Report</b>				
If the campaign involved only the solicitation of persons in New York State, complete Columns I and II. If the campaign involved the solicitation of persons in New York State and other states, complete Columns I, II, III and IV.	<u>New York</u>		<u>All States</u>	
	Column I	Column II	Column III	Column IV
<b>1. GROSS REVENUE</b>				
a. Monetary Contributions Solicited By PFR .....	\$ 483,501		\$ 1,000,001	
b. Advertisement Sales .....	\$		\$	
c. Entertainment Sales/Admission Charges .....	\$		\$	
d. Other Product Sales (Identify Product: _____)	\$		\$	
e. Monetary Contributions Solicited By PFR Recruited Volunteers	\$ 2,679,385		\$ 3,664,211	
f. Other Revenue Source (Describe: Matching Grant _____)	\$ 136,822		\$ 199,103	
g. Other Revenue Source (Describe: _____)	\$		\$	
h. Other Revenue Source (Describe: _____)	\$		\$	
<b>i. TOTAL GROSS REVENUE (Add lines #1a through #1h) . . . .</b>		<b>\$3,299,708</b>		<b>\$4,863,315</b>
<b>2. EXPENSES</b>				
a. PFR's Remuneration/Fee .....	\$ 370,802		\$ 370,802	
b. Salaries & Benefits For Professional Solicitors, Office Manager, Other PFR Employees .....	\$ 787,235		\$ 787,235	
c. Subcontractor's Fee (Identify Subcontractor(s) in Part E4)	\$		\$	
d. Permits, Licenses, Registration Fees, Etc. ....	\$		\$	
e. Office Rent, Office Utilities, Office Insurance .....	\$		\$	
f. Office Supplies, Other Office Expenses .....	\$ 10,800		\$ 10,800	
g. Computer/Data Processing Service Fees .....	\$ 48,858		\$ 48,858	
h. Telephone .....	\$		\$	
i. Printing .....	\$ 94,052		\$ 94,052	
j. Advertising .....	\$ 129,400		\$ 129,400	
k. List Rentals .....	\$		\$	
l. Postage & Shipping .....	\$ 48,517		\$ 48,517	
m. Show/Event Fee .....	\$ 269,685		\$ 269,685	
n. Show/Event Facilities Rental Fee & Insurance <sup>Park Fee</sup> .....	\$ 61,000		\$ 61,000	
o. Cost of Merchandise For Resale .....	\$		\$	
p. Other Expense (Describe: Awards _____)	\$ 23,465		\$ 23,465	
q. Other Expense (Describe: Online Fees _____)	\$ 134,445		\$ 134,445	
r. Other Expense (Describe: Phone Bank _____)	\$ 10,565		\$ 10,565	
s. Other Expense (Describe: Misc _____)	\$ 5,101		\$ 5,101	
<b>t. TOTAL EXPENSES (Add lines #2a through #2s) .....</b>		<b>\$(1,993,925)</b>		<b>\$(1,993,925)</b>
<b>3. NET AMOUNT RETAINED BY THE CHARITY (Subtract line #2t from line #1i) .....</b>		<b>\$ 1,305,783</b>		<b>\$ 2,869,390</b>
<b>4. ADDITIONAL GUARANTEED MONIES PAID TO THE CHARITY</b>		<b>\$</b>		<b>\$</b>
<b>5. MISCELLANEOUS</b>				
a. Uncollected Pledges as of the Date of this Report .....	\$		\$	
b. In-Kind (Non-Cash) Donations (Describe: _____)	\$		\$	
c. Professional Fund Raiser's Profit/Loss (Optional) (not the same as line #2a) .....	\$		\$	



Form CHAR037

Professional Fund Raiser Interim /Closing Statement  
New York State Department of Law (Office of the Attorney General)  
Charities Bureau  
The Capitol Albany, NY  
12224  
<http://www.CharitiesNYS.com>

Open to Public  
Inspection

Article 7-A of the Executive Law

Part A - Identification of Contracting Professional Fund Raiser(s) **3DUW\$, GHQWILFDWLRQR & RQWUDFWLQJ 3URHMLRQDO XQG 6DLVHUV**

1. Name of Contracting Professional Fund Raiser(s)	2. NYS PFR ID#
MZA Events, Inc.	32 - 53 - 55

Part B - Identification of Contracting Charitable Organization(s)

1. Name of Contracting Charitable Organization(s)	2. NYS CHARITY ID#
Gay Men's Health Crisis	03 - 14 - 50

Part C - Statement Information

1. Contract Period (Must coincide with the contract period set forth in the corresponding contract) Start: <u>08/01/2014</u> End: <u>07/31/2015</u>	2. Contract Year (if Multi-Year Contract) Start: <u>1/1/</u> End: <u>/ /</u>	3. Campaign Dates Covered by Statement (Must be within the Contract Period or Contract Year) Start: <u>08/01/2014</u> End: <u>07/31/2015</u>
4. Original Filing ID of Corresponding Contract (Refer to this office's Notice of Receipt of Contract sent to the PFR upon the filing of the original corresponding contract.)		
5. Type of Statement: <input type="checkbox"/> Interim Statement <input checked="" type="checkbox"/> Closing Statement		
6. Were services provided at any time other than during the Contract Period (C1) or, for multi-year contracts, the Contract Year (C2)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Part D - Certification

We, an authorized representative of the Professional Fund Raiser and an authorized representative of the Charitable Organization, certify under the penalties for perjury, that we reviewed this Interim/Closing Statement, and to the best of our knowledge and belief, it is true, correct and complete in accordance with the laws of the State of New York applicable to this statement.

1. Professional Fund Raiser

PFR Representative		Craig R. Miller	CEO	12/23/15
	Signature	Printed Name	Title	Date

2. Charitable Organization

Charity Representative		CHARLES EKE	CFU	12/22/2015
	Signature	Printed Name	Title	Date

FOR OFFICE USE ONLY	DATE RECEIVED <b>DEC 28 2015</b>	CHAR 037 FILING ID#	PFR ID#	CHARITY ID#
	CONTRACT FILING ID#	BEGINNING DATE	END DATE	NEXT CHAR037 DUE DATE

**Part E - Activity and Conduct**

1. Specify the methods of solicitation (Column A) and the types of contributions solicited (Column B). (Check all that apply.)

COLUMN A

Telemarketing ..... X  
 Direct Mail ..... X  
 Door to Door ..... X  
 Electronic Media (TV, Radio) ..... X  
 Print Media ..... X  
 Internet ..... X  
 Email ..... X

Other (please describe): \_\_\_\_\_

COLUMN B

Monetary Contributions ..... X  
 Donation of New or Used Goods ..... X  
 Tickets to a Dinner/Gala/Other Special Event ..... X  
 Ads in a Publication/Magazine ..... X  
 Purchase of a Product .....   
 Grants ..... X  
 Volunteers ..... X

Other (please describe): \_\_\_\_\_

2. Did this campaign involve the solicitation of persons in New York State only, the solicitation of persons in New York State and other states or the solicitation of persons only in other states?

New York State Only .....  (Complete only Columns I and II in Part F - Financial Report (page 3))

New York State and Other States .....  (Complete all Columns in Part F - Financial Report (page 3))

Other States Only .....  (Do not complete Part F - Financial Report (page 3), but provide below an explanation as to why the corresponding contract was filed with the Charities Bureau.)

Explanation: \_\_\_\_\_

3. Within five days of receipt, were all contributions received from solicitation activity under this contract deposited in a bank account under the exclusive control of the charitable organization listed above?.....  Yes\*  No \*  Not Applicable (PFR had no access to contributions)

\*If "Yes" or "No", complete account information below:

Bank Name: TD Bank

Bank Address: 1091 Third Ave, New York NY 10065

Account Name: Gay Men's Health Crisis

4. Did the professional fund raiser subcontract any contractual services to a third party during the specified Contract Period or, if a multi-year contract, the Contract Year? .....  Yes\* X No

\*If "Yes," provide each subcontractor's name, NY PFR ID#, address and telephone number.

Subcontractor Name & NYS PFR ID#	Subcontractor Address (Number and street, Room/Suite, City or town, state or country and ZIP+ 4)	Subcontractor Phone Number



Part F - Financial Report

If the campaign involved only the solicitation of persons in New York State, complete Columns I and II. If the campaign involved the solicitation of persons in New York State and other states, complete Columns I, II, III and IV.	New York		All States	
	Column I	Column II	Column III	Column IV
<b>1. GROSS REVENUE</b>				
a. Monetary Contributions Solicited By PFR .....	\$ 656,000		\$ 1,063,500	
b. Advertisement Sales .....	\$		\$	
c. Entertainment Sales/Admission Charges .....	\$		\$	
d. Other Product Sales (Identify Product:_____)	\$		\$	
e. Monetary Contributions Solicited By PFR Recruited Volunteers	\$ 2,756,047		\$ 3,724,388	
f. Other Revenue Source (Describe: <u>Matching Grants</u> )	\$ 103,500		\$ 150,000	
g. Other Revenue Source (Describe:_____)	\$		\$	
h. Other Revenue Source (Describe:_____)	\$		\$	
<b>i. TOTAL GROSS REVENUE (Add lines #1a through #1h) . . . .</b>		<b>\$ 3,515,547</b>		<b>\$ 4,937,888</b>
<b>2. EXPENSES</b>				
a. PFR's Remuneration/Fee .....	\$ 377,008		\$ 377,008	
b. Salaries & Benefits For Professional Solicitors, Office Manager, Other PFR Employees .....	\$ 766,361		\$ 766,361	
c. Subcontractor's Fee (Identify Subcontractor(s) in Part E4)	\$		\$	
d. Permits, Licenses, Registration Fees, Etc. ....	\$		\$	
e. Office Rent, Office Utilities, Office Insurance .....	\$		\$	
f. Office Supplies, Other Office Expenses .....	\$ 7,328		\$ 7,328	
g. Computer/Data Processing Service Fees .....	\$ 62,552		\$ 62,552	
h. Telephone .....	\$		\$	
i. Printing .....	\$ 89,947		\$ 89,947	
j. Advertising .....	\$ 118,630		\$ 118,630	
k. List Rentals .....	\$		\$	
l. Postage & Shipping .....	\$ 18,409		\$ 18,409	
m. Show/Event Fee .....	\$ 256,391		\$ 256,391	
n. Show/Event Facilities Rental Fee & Insurance . . . Park Fee . .	\$ 68,000		\$ 68,000	
o. Cost of Merchandise For Resale .....	\$		\$	
p. Other Expense (Describe: <u>Awards</u> )	\$ 18,986		\$ 18,986	
q. Other Expense (Describe: <u>Online Fees</u> )	\$ 139,932		\$ 139,932	
r. Other Expense (Describe: <u>Phone Bank</u> )	\$ 6,125		\$ 6,125	
s. Other Expense (Describe: <u>Misc</u> )	\$ 5,200		\$ 5,200	
<b>t. TOTAL EXPENSES (Add lines #2a through #2s) .....</b>		<b>\$ 1,934,869</b>		<b>\$ 1,934,869</b>
<b>3. NET AMOUNT RETAINED BY THE CHARITY (Subtract line #2t from line #1i) .....</b>		<b>\$ 1,580,678</b>		<b>\$ 3,003,019</b>
<b>4. ADDITIONAL GUARANTEED MONIES PAID TO THE CHARITY</b>		<b>\$</b>		<b>\$</b>
<b>5. MISCELLANEOUS</b>				
a. Uncollected Pledges as of the Date of this Report .....	\$		\$	
b. In-Kind (Non-Cash) Donations (Describe:_____)	\$		\$	
c. Professional Fund Raiser's Profit/Loss (Optional) (not the same as line #2a) .....	\$		\$	

Form <b>CHAR037</b>	Professional Fund Raiser Interim /Closing Statement New York State Department of Law (Office of the Attorney General) Charities Bureau The Capitol Albany, NY 12224 <a href="http://www.CharitiesNYS.com">http://www.CharitiesNYS.com</a>	Open to Public Inspection
Article 7-A of the Executive Law		

Part A - Identification of Contracting Professional Fund Raiser(s) 3DUW \$, GHQWLIFDWLRQ RI & RQWUDFWLQJ 3URIHVWL RQDO XQG 5DLVHUV

1. Name of Contracting Professional Fund Raiser(s)	2. NYS PFR ID#
MZA Events, Inc.	32 - 53 - 55

Part B - Identification of Contracting Charitable Organization(s)



1. Name of Contracting Charitable Organization(s)	2. NYS CHARITY ID#
Gay Men's Health Crisis	03 - 14 - 50

Part C - Statement Information

1. Contract Period (Must coincide with the contract period set forth in the corresponding contract) Start: <u>08/ 01/ 2015</u> End: <u>07/ 31/ 2016</u>	2. Contract Year (if Multi-Year Contract) Start: <u> / / </u> End: <u> / / </u>	3. Campaign Dates Covered by Statement (Must be within the Contract Period or Contract Year) Start: <u>08/ 01/ 2015</u> End: <u>07/ 31/ 2016</u>
4. Original Filing ID of Corresponding Contract (Refer to this office's Notice of Receipt of Contract sent to the PFR upon the filing of the original corresponding contract.)		
5. Type of Statement: <input type="checkbox"/> Interim Statement <input checked="" type="checkbox"/> Closing Statement		
6. Were services provided at any time other than during the Contract Period (C1) or, for multi-year contracts, the Contract Year (C2)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Part D - Certification

We, an authorized representative of the Professional Fund Raiser and an authorized representative of the Charitable Organization, certify under the penalties for perjury, that we reviewed this Interim/Closing Statement, and to the best of our knowledge and belief, it is true, correct and complete in accordance with the laws of the State of New York applicable to this statement.

1. Professional Fund Raiser			
PFR Representative		Kate Rosenblum	Director, Campaign Ops
	Signature	Printed Name	Title
			1/18/17
			Date
2. Charitable Organization			
Charity Representative		Michael Hester	VP, Finance
	Signature	Printed Name	Title
			01/17/2017
			Date

FOR OFFICE USE ONLY	DATE RECEIVED <b>JAN 24 2017</b>	CHAR 037 FILING ID#	PFR ID# <b>32-53-55</b>	CHARITY ID# <b>03-14-50</b>
	CONTRACT FILING ID#	BEGINNING DATE <b>8/1/15</b>	END DATE <b>7/31/16</b>	NEXT CHAR037 DUE DATE

F20112060000148



Part F - Financial Report				
If the campaign involved only the solicitation of persons in New York State, complete Columns I and II. If the campaign involved the solicitation of persons in New York State and other states, complete Columns I, II, III and IV.	New York		All States	
	Column I	Column II	Column III	Column IV
<b>1. GROSS REVENUE</b>				
a. Monetary Contributions Solicited By PFR .....	\$ 246,000		\$ 781,000	
b. Advertisement Sales .....	\$		\$	
c. Entertainment Sales/Admission Charges .....	\$		\$	
d. Other Product Sales (Identify Product: _____)	\$		\$	
e. Monetary Contributions Solicited By PFR Recruited Volunteers	\$ 2,589,993		\$ 3,499,991	
f. Other Revenue Source (Describe: <u>Matching Grants</u> )	\$ 94,324		\$ 136,702	
g. Other Revenue Source (Describe: _____)	\$		\$	
h. Other Revenue Source (Describe: _____)	\$		\$	
i. TOTAL GROSS REVENUE (Add lines #1a through #1h) ....		\$ 2,930,317		\$ 4,417,693
<b>2. EXPENSES</b>				
a. PFR's Remuneration/Fee .....	\$ 358,886		\$ 358,886	
b. Salaries & Benefits For Professional Solicitors, Office Manager, Other PFR Employees .....	\$ 758,383		\$ 758,383	
c. Subcontractor's Fee (Identify Subcontractor(s) in Part E4)	\$		\$	
d. Permits, Licenses, Registration Fees, Etc. ....	\$		\$	
e. Office Rent, Office Utilities, Office Insurance .....	\$		\$	
f. Office Supplies, Other Office Expenses .....	\$ 7,015		\$ 7,015	
g. Computer/Data Processing Service Fees .....	\$ 60,630		\$ 60,630	
h. Telephone .....	\$		\$	
i. Printing .....	\$ 74,548		\$ 74,548	
j. Advertising .....	\$ 249,964		\$ 249,964	
k. List Rentals .....	\$		\$	
l. Postage & Shipping .....	\$ 7,666		\$ 7,666	
m. Show/Event Fee .....	\$ 261,159		\$ 261,159	
n. Show/Event Facilities Rental Fee & Insurance .. Park Fee ..	\$ 53,000		\$ 53,000	
o. Cost of Merchandise For Resale .....	\$		\$	
p. Other Expense (Describe: <u>Awards</u> )	\$ 30,059		\$ 30,059	
q. Other Expense (Describe: <u>Online Fees</u> )	\$ 139,279		\$ 139,279	
r. Other Expense (Describe: <u>Phone Bank</u> )	\$ 9,089		\$ 9,089	
s. Other Expense (Describe: <u>Misc</u> )	\$ 5,179		\$ 5,179	
t. TOTAL EXPENSES (Add lines #2a through #2s) .....		\$ 2,014,857		\$ 2,014,857
<b>3. NET AMOUNT RETAINED BY THE CHARITY</b> (Subtract line #2t from line #1i) .....		\$ 915,460		\$ 2,402,836
<b>4. ADDITIONAL GUARANTEED MONIES PAID TO THE CHARITY</b>		\$		\$
<b>5. MISCELLANEOUS</b>				
a. Uncollected Pledges as of the Date of this Report .....	\$		\$	
b. In-Kind (Non-Cash) Donations (Describe: _____)	\$		\$	
c. Professional Fund Raiser's Profit/Loss (Optional) (not the same as line #2a) .....	\$		\$	



New York State Department of Law (Office of the Attorney General)  
Charities Bureau

## Instructions for Form CHAR037 (Professional Fund Raiser Interim/Closing Statement) and Summary of Filing Requirements for Professional Fund Raiser Interim/Closing Statements

<http://www.CharitiesNYS.com>

**Important Notice:** These Instructions and Summary are intended to provide assistance in completing Form CHAR037. Also included is information on the filing requirements relating to Professional Fund Raiser Interim/Closing Statements. For additional information on registration and filing requirements pursuant to the Executive Law, registrants and potential registrants are encouraged to familiarize themselves with §171-a through §177 of Article 7-A of the Executive Law and NYCRR Title 13, Chapter V, Parts 90 - 99.

### I. General Instructions in Completing Form CHAR037

A. Type or print in ink the responses to all items on pages 1 - 3 of Form CHAR037. Enter "NA" for any item that is not applicable.

B. In all instances "PFR Representative" or an "authorized representative of the Professional Fund Raiser" shall mean an owner, partner, director, officer, manager or key employee of the contracting PFR.

C. In all instances "Charity Representative" or an "authorized representative of the Charitable Organization" shall mean an officer, director or key employee of the contracting Charity.

D. The Financial Report (Part F, page 3) must report, on an accrual basis, all revenues received by or on behalf of the charitable organization(s) and all expenses incurred by the professional fund raiser(s) and the charitable organization(s) as a result of services provided during the specified contract period or contract year (if a multi-year contract). Include additional itemized income sources and itemized expenses on a separate attachment, using the same schedule format as the Financial Report.

### II. PFR and Charity Certification

An authorized representative of the Professional Fund Raiser and an authorized representative of the Charitable Organization must certify to all statements made in Form CHAR037. The signatures on Form CHAR037, Part D must be accompanied by each signatory's printed name, title and the date signed.

### III. Amendments to Form CHAR037

A Professional Fund Raiser should file an amended CHAR037 whenever there is a material change to the information provided on a previously filed interim/closing statement, including changes in revenue and expense figures. All Parts (A - F) on an amended Form CHAR037 must be completed. Additionally, the word "AMENDED" must be placed at the top of page 1, Form CHAR037.

### IV. Form CHAR037 Due Dates

A closing statement is due within 90 days after the termination of a contract. For a contract whose term is longer than one year, an interim statement must be filed within 15 months of the execution of the contract and annually thereafter.

### V. Mailing Instructions

All completed Form CHAR037 should be mailed to the following address:

New York State Department of Law (Office of the Attorney General)  
Charities Bureau  
The Capitol  
Albany, NY 12224

### VI. Additional Charities Bureau Contact Information

Telephone: (518) 486-9797  
E-mail: [Charities.Fundraising@ag.ny.gov](mailto:Charities.Fundraising@ag.ny.gov)