



**SELECTION FORM** (please print clearly)

Organization: \_\_\_\_\_

Program Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

AudioVideo Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Early Childhood Education Selection

**Friday, November 13, 2009**

**8:15 AM– 4:00 PM**

(lunch break from noon– 1:30 PM)

**\$250 for Live Broadcast**

**\$250 for Live Webcast**

**Total Program Cost For Empathy Conference 2009:** \_\_\_\_\_

Once completed, please fax this form to **212-415-5750, Attention: Jessica Schneider**

**Call Jessica with any questions 212-415-5674.**

*All Programs Subject to Change, Times Listed are EST*



This Participation Agreement (the “Agreement”) is made and entered into as of the later of the dates entered below (the “Effective Date”) by and between the undersigned subscribing organization (the “Subscriber”) and the 92nd Street Y (the “Y”).

Subscriber is in the business of, among other things, presenting cultural and/or educational programming to its local community and wishes to purchase from the Y certain satellite broadcast programs (the “Programs”) or purchase DVDs.

The Y is in the business of, among other things, producing cultural and educational events, and wishes to provide to the Subscriber certain of these events via satellite broadcast, webcast, or DVD.

In consideration of the foregoing premises and the mutual promises set forth herein, Subscriber and the Y hereby agree as follows:

1. The 92nd Street Y will arrange with a third party of the Y’s choosing to broadcast the Programs via satellite. This third-party broadcaster is solely responsible for the quality of the broadcast.
2. The Subscriber agrees to pay the full amount of the cost for their selections for the season within ten (10) days of signing the agreement.
3. The Subscriber is responsible for arranging all of the technology and equipment at their location to receive and display the Programs.
4. The Subscriber may cancel participation for any Program up to thirty (30) days prior to the date of that Program. In the event of such a cancellation, the Y will refund 50% of the program cost.
5. The Subscriber understands that this Agreement permits it to view, listen to and participate in the live simulcast or webcast of the Program or to view it one time via DVD. The DVDs are intended for group viewing only and are not to be loaned to any organizational member, third party or otherwise sold. The Subscriber is not authorized to make or distribute copies of any Program or DVD and shall ensure that no one makes, or causes to be made, a recording, copy or transcripts of the Program or DVD.
6. The Y reserves the right to cancel the broadcast of a Program in the following circumstances: (a) up to fifteen (15) days prior to the date of that Program if there are insufficient subscribers who have paid in full for that Program; (b) up to fifteen (15) days prior to the event for lack of artist or speaker release; or (c) at any time prior to the event if circumstances beyond the control of the Y preclude the broadcast or webcast of that Program. In the event of a cancellation for any of the reasons set forth above, the Subscriber will be refunded the full Program fee for that event. In the event that the underlying event is cancelled or not recorded properly, the Y reserves the right to cancel the DVD sale. In such cases the Subscriber will be refunded the full fee for that event.
7. The opportunity may exist for audience members at the Subscriber’s location to submit questions to the Program participants at the Y for certain Programs. The Y will attempt to accommodate as many questions as possible from all of the Subscribers. However, questions will be selected at the discretion of the Program director, moderator or presenter and there is no guarantee that questions submitted by the Subscriber will be selected for presentation during the Program.

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8. The Y reserves the right to substitute any of the speakers or participants of a Program or a DVD on the condition that such substitution does not, in the sole judgment of the Y, materially alter the nature of the Program. No refunds will be made in the event of such a substitution.

9. In connection with the Programs and the DVDs, the Y will provide to Subscriber certain materials, including photographs, biographical information, the *Live from NY's 92nd Street Y*<sup>TM</sup> logo and other information (collectively the "Promotional Materials"). Subscriber hereby agrees to use the Promotional Materials solely for the promotion of the Programs and the DVDs. Subscriber agrees to use the logo in its marketing materials for the Programs and the DVDs.

10. In connection with the Programs, the Y will provide to Subscriber certain information relating to the satellite channel and frequency of the broadcast (the "Programming Information"). Subscriber hereby agrees to use the Programming Information solely for the promotion and production of the Programs at the Subscriber's location for which the Subscriber has subscribed.

\_\_\_\_\_  
Signature for Subscriber

\_\_\_\_\_  
Signature for 92nd Street Y

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Subscriber Organization

92nd Street Y

Date \_\_\_\_\_

Date \_\_\_\_\_