

Terms and Conditions of Reservation and Use

These Terms and Conditions of Reservation and Use (the “Terms”) govern the relations between the New York International Arbitration Center (“NYIAC”), the party reserving space at NYIAC (the “Booking Party”), and each Non-Booking Party (as defined below) that becomes jointly and severally liable under these Terms in accordance with Paragraph 3 below.

Application

1. Payment of a deposit fee or rental fee for reservation of space at NYIAC constitutes acceptance of these terms by the Booking Party.
2. When making a reservation, the Booking Party shall inform NYIAC of the name and contact details of any other person that will use, together with the Booking Party, the NYIAC facilities at any point during the hearing period (the “Non-Booking Party” and, with the Booking Party, the “Users”). The term “Users” includes counsel, clients, members, employees, contractors, vendors, volunteers and associated persons of any Booking Party or Non-Booking Party.
3. The Booking Party shall notify each Non-Booking Party of these Terms and shall be responsible for ensuring the Non-Booking Party’s compliance with the Terms. If the Booking Party fails to notify any Non-Booking Party of these Terms, the Booking Party shall be liable for violation of these Terms by such Non-Booking Party. If the Booking Party notifies a Non-Booking Party of these terms, then the use of NYIAC’s facilities pursuant to the Booking Party’s reservation shall be deemed to constitute acceptance of these Terms by such Non-Booking Party, and such Non-Booking Party shall become jointly and severally liable, together with the Booking Party, for any violation of these Terms by the Users.

Payment

4. If a reservation is made more than 30 days before the first day of the booking, a deposit of 50% of the rental price is required to secure a reservation at NYIAC. Such initial deposit will be payable 90 days before the booking start date or at the time a reservation is made, on whichever date is closer to the booking start date. The balance of 50% of the rental price is due 30 days before the first day of the booking start date.
5. If a reservation is made within 30 days of the first day of the booking start date, payment of 100% of the rental price is required to secure a reservation at NYIAC.
6. Payments should be made by wire to: First Republic Bank, 1230 Avenue of the Americas, New York, NY 10020; ABA/Routing No. 321081669; Credit Account No. 80002070127; Account Name: New York International Arbitration Center, Inc. Users are responsible for paying any and all fees associated with the wire transfer, including any foreign wire transfer transaction fees imposed by NYIAC’s bank.
7. NYIAC may impose a late fee of up to \$100 for overdue invoices.

Cancellation

8. Cancellation requests must be in writing (letter or email).
9. If a cancellation request is received by NYIAC more than 30 days prior to the first day of the booking start date, the deposit of 50% shall be forfeited.
10. There are no refunds for cancellation requests received 30 days or less prior to the first day of the booking start date. In such cases, 100% of the rental price is forfeited.

Effective as of August 1, 2014

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Hours of Operation

11. NYIAC is open from 9 a.m. to 6 p.m., Monday to Friday. NYIAC facilities may be available outside these hours with advance notice for an additional fee.
12. If extended access is agreed, the additional fees (over and above the daily rental fees) are as follows: \$1,000 per day for weekend access; and \$150 per hour for weekday extended access. Users will also be responsible for charges relating to overtime services provided by the building, such as overtime air conditioning or freight elevator access.

Additional Services

13. Users may incur additional charges for catering and other administrative services undertaken by NYIAC. These services and the related charges will be agreed between NYIAC and the User in advance, and billed by NYIAC following the conclusion of the hearing.

Technological Support

14. NYIAC provides the technological support systems identified in Annex A. NYIAC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO SUCH TECHNOLOGICAL SUPPORT SYSTEMS. Users may use other technological support systems if, and only to the extent that, (i) such other systems are compatible with NYIAC's systems identified in Annex A and (ii) advance notice is provided to NYIAC of the equipment, systems, or other technology that any User proposes to use at NYIAC's facilities during the booking period ("User Technological Support"). The use of any User Technological Support shall be at Users' expense.

User Representations

15. In connection with their use of NYIAC facilities, Users agree to abide by all applicable laws and regulations and to meet all landlord requirements upon reasonable notice.
16. Users assume the risk of damage, loss or theft of their property and personal effects at NYIAC.
17. The Booking Party and each Non-Booking Party that becomes jointly and severally liable hereunder in accordance with Paragraph 3 shall be responsible to NYIAC for any loss or damage caused by any User to NYIAC property during their use of the NYIAC facilities.

Liability Cap and Dispute Resolution

18. NYIAC'S AGGREGATE LIABILITY FOR ANY AND ALL LOSSES, EXPENSES, DAMAGES, LIABILITY, AND CLAIMS UNDER THESE TERMS SHALL NOT EXCEED THE DEPOSIT OR RENTAL FEE ACTUALLY PAID BY THE BOOKING PARTY.
19. The Terms are governed by the laws of the State of New York, without reference to its conflict of laws rules.
20. Any dispute arising out of or relating to these Terms, or the breach, termination or validity thereof, shall be finally resolved by arbitration administered by the CPR Rules for Non-Administered Arbitration by a sole arbitrator. If the parties fail to agree on appointment of an arbitrator within 30 days of the notice of arbitration, the arbitrator shall be appointed with the assistance of CPR Dispute Resolution Services. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

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Annex A: Technology at NYIAC

Central System

The technology in the hearing rooms is provided by an integrated and customized Crestron system, controlled by TPMC-8X-GA 8.4 inch WiFi touch screen panels. Users' laptops may be connected to the system by VGA or HDMI cabling (provided).

Displays

There are two 70-inch, wall-mounted flat screens in Central Park and Bryant Park, and three individual HP ProDisplay P201 20-inch LED backlit monitors for the Tribunal.

Wireless Internet

NYIAC provides complimentary wifi: simultaneous wireless-N (IEEE 802.11n) dual-band support (operating on both 2.4GHz and 5GHz frequencies). There is no Ethernet connection available.

Wireless Microphones

We have six Audio-technica SpectraPulse® mtu201 gooseneck microphones for use in the hearing rooms: three for the Tribunal; one for Claimant's counsel; one for Respondent's counsel; one for witnesses.

Video Conference

The hearing rooms support video conferencing through an integrated internet-based system, Vido, with AES 128 bit encryption. Vido requires the video conference partner to download software.

Teleconference

The hearing rooms support teleconferencing through integrated IP-based lines, controlled by the Crestron system.

Interpretation

Simultaneous translation is only available in the Central Park and Bryant Park rooms. NYIAC provides a unidirectional Listen IR system with ten headsets. Users may rent additional equipment to supplement the system.

Projectors

Each hearing room has a ceiling-mounted digital multimedia projector (NEC PA550W: 5000 lumens, 2000:1 contrast, 17.6 lbs, 0.8" 3 LCD projector). Riverside Park has a drop-down screen; Central Park and Riverside Park have a DaLite floor model pull-up screen (up to 10 feet high).

Elmo Visual Presenter MO-1

For use in the hearing rooms, we have a mobile document projector for interactive presentations. The Elmo connects directly to the Crestron system.

Breakout Rooms

Each breakout room (Washington Square, Union Square, The Highline) is equipped with an SIP-based IP conference phone, Polycom SoundStation IP 600.

Private Office

A hand-held Polycom telephone is available for use in a private office, subject to availability.

Should you require information, please contact NYIAC at info@nyiac.org or +1.917.300.9550.

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