

## GENERAL CONDITIONS

### Attachment 1

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- A EVENT SET-UP AND COORDINATION** - Where required by CENTER's assigned Facility Representative, LICENSEE will meet with CENTER approximately thirty (30) days prior to the **Event** to confirm or establish the **Event** requirements, such as equipment needs and room layout (the set-up), security, catering, and box office arrangements. At any time, LICENSEE may delete or, where available, add to the facilities, products and services to be provided by CENTER. LICENSEE shall furnish final plans to CENTER before the date provided in Part 3 of the Agreement, and payment for additional facilities, products or services delivered to CENTER by that date. Adjustments for CENTER products ordered but not used shall be governed by paragraph E below.
- B LICENSEE'S OBLIGATIONS** - LICENSEE agrees to furnish everything necessary to the **Event** except as herein or subsequently agreed to be furnished by CENTER in writing and signed by CENTER and LICENSEE.
- 1 In addition to CENTER's other obligations, CENTER shall provide the following:
    - a Water - for toilet and janitor purposes.
    - b Regular House Lights.
    - c Routine Janitorial Service.
    - d Set Up for **Event** in accordance with Final Plans provided to CENTER by LICENSEE.
    - e The assigned facility representative is included and day of show event supervisor.
  - 2 In addition to LICENSEE's other obligations, LICENSEE shall be responsible for:
    - a Electricity - Additional Electrical Service shall be paid for by LICENSEE at current rates in effect at the time of the **Event**. All electrical connections must be made by a representative of CENTER or the approved CENTER electrical contractor. Multiple plugs, such as twin sockets, cube taps, etc., will not be permitted. Any such connections will be rewired to conform with appropriate regulations. Such changes will be charged to LICENSEE.
    - b Event Set Up Changes and Extra Help - If changes are required by LICENSEE in the Event set up after the initial set up is completed in accordance with the final plans or if CENTER assists in the handling of the baggage, scenery, supplies or equipment of LICENSEE, LICENSEE shall pay to CENTER the cost of such help. The minimum charges will be based on a four (4) hour minimum for two (2) laborers.
- C ADDITIONAL FACILITIES, PRODUCTS AND SERVICES** - CENTER agrees to make available the additional facilities, products and services (hereinafter referred to as Additions) described in Part 3 of the Agreement. Additions not included in Part 3 of the Agreement will be based on availability and the rate in effect at the time ordered and approved by CENTER in writing and payment shall be made before CENTER assumes any duty to provide any Additions. The unavailability of any facility, product or service not identified in Part 3 of the Agreement shall not be cause for termination or cancellation of the Agreement or considered a breach of the Agreement.
- D CATERING AND TICKET SALES** - Catering and the sale of tickets provided by or through the CENTER may only be provided by a separate agreement. The failure to enter into an agreement for catering or ticket sales shall not be cause for either party to terminate the Agreement or be considered a breach or default.
- E FINAL SETTLEMENT** - At the conclusion of the Event, a final invoice will be prepared by CENTER. Any CENTER products in the Agreement or any supplementary writings which were not deleted before the payment due date provided in part 3 of the Agreement will be included in the final settlement. Any charges based upon labor for services or products not used and designated as estimated quantities will be adjusted to reflect actual usage. Any product or service provided by CENTER under the Agreement to due to a breach of the Agreement by LICENSEE or due to LICENSEE's failure to comply with the Agreement will be included in the final settlement. Any CENTER charges in excess of payments received may be paid from revenues from ticket sales or other funds of LICENSEE held by CENTER. Any balances due shall be paid by LICENSEE at the time of final settlement. If CENTER has received funds in excess of the final total charges any balance due shall be returned to LICENSEE within thirty (30) days.
- F DEFAULT BY LICENSEE** - If payments are not made when due or if LICENSEE fails to comply with any of the conditions of the Agreement, at the option of the CENTER, the Agreement may be terminated. Upon such termination, CENTER may advise the public and the media that the Event will not take place as scheduled, the CENTER may re-enter the Space and hold the same, remove all persons there from and resort to any legal proceedings to obtain such possession, and the LICENSEE shall pay the full amount of rent and fees for CENTER's facilities and products and any costs incurred in securing additional products and services. In case a suit or action is instituted by CENTER to enforce compliance with the Agreement, CENTER, in addition to the costs and disbursements provided by statute, shall be entitled to such other sum in lawful money of the United States as the court may adjudge reasonable for attorney's fees and costs to be allowed in such suit or action.
- G NO REFUNDS/BREACH OR TERMINATION BY LICENSEE** - So long as LICENSEE has made all payments when due and remained in compliance with the Agreement, LICENSEE may provide for early termination upon delivery of written notice to CENTER. Upon early termination under this clause, LICENSEE shall only be responsible for rent or fees for CENTER's Space and the facilities or products belonging to CENTER (including tax) due as of the date of receipt of such notice and actual costs incurred by CENTER related to the provision of services, as of the date written notice of termination is received by CENTER. **ABSOLUTELY NO REFUNDS WILL BE MADE FOR RENT DEPOSITS OR FEES FOR CENTER'S FACILITIES OR PRODUCTS** that are due as of the date of breach or termination by LICENSEE. If payments have been made in advance of the due date, any overpayment will be repaid to LICENSEE.
- H RE-ENTRY BY CENTER** - Upon termination of the Agreement as provided in Conditions F and G above, the CENTER may re-enter the Space either by force or otherwise without risk of any prosecution or liability therefore, and may at its own option re-rent the Space as the agent of LICENSEE and receive the rent therefor, applying the same first to payment of such expense as may be incurred in re-entering and re-renting the Space, and then to the payment of the rent and fees and costs due; the surplus, if any, to be paid over to the LICENSEE, and LICENSEE covenants and agrees to pay to the CENTER the balance, if any, of the rental to be paid remaining after deducting the net rental resulting from such re-renting. Nothing herein contained shall be construed as imposing any obligation on the CENTER to re-rent the Space or in any way affect the obligation of the LICENSEE to pay the full amount of rent, fees and costs in case the Space shall not be so re-rented.
- I CONTROL OF CENTER FACILITIES** - In renting the Space to LICENSEE, CENTER does not relinquish the right to control management of the Space or the Facility, and to enforce all the necessary and proper rules for the management and operation of the same. The agents and employees of the CENTER may enter the Facility and Space at any time and on any occasion. CENTER reserves the rights not specifically granted to LICENSEE under the terms hereof, including but not limited to the sole right to provide all food and beverage service, including the serving of alcoholic beverages, sell or give away refreshments, cigars, cigarettes, candies, sandwiches, periodicals, souvenirs and other merchandise, to charge a parking fee for all users of the parking lots, to conduct check rooms, to control programs and to supervise the contents thereof, to schedule other similar Events both before and after dates of the Agreement without notice to LICENSEE, to take photographs, and other privileges, and the LICENSEE shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges, without the written consent of the CENTER.

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- J AUDIO CONTROL** - If LICENSEE uses any type of audio or sound enhancement equipment for its event, CENTER reserves the right to monitor the sound level to ensure that noise levels do not exceed any applicable laws or ordinances that may apply to sound emanating from the CENTER. LICENSEE agrees and CENTER expressly reserves the right to physically adjust the audio controls to acceptable levels. In the event that the sound levels continue at an unreasonable and disturbing level, the CENTER retains the right to immediately terminate the event.
- K INDEMNITY** – LICENSEE shall indemnify, keep and save harmless the CENTER, its agents, officials and employees, against all claims, suits, actions or proceedings for injuries, deaths, losses, damages, patent claims, liabilities, judgments, costs and expenses which may accrue or be asserted against the CENTER arising out of LICENSEE'S performance of, or its failure to perform the duties and obligations arising out of agreement. LICENSEE shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against CENTER in any such action, the LICENSEE shall, at its own expense, satisfy and discharge the same. LICENSEE expressly understands and agrees that any performance bond or insurance protection required by this Agreement or otherwise provided by or on behalf of LICENSE shall in no way limit LICENSEE'S responsibility to indemnify, keep and save harmless and defend the CENTER as provided herein.
- L INSURANCE** - LICENSEE shall be required to furnish satisfactory evidence of liability insurance, including a copy of the endorsement adding the CENTER as an additional insured. The limits of liability are: Bodily Injury liability with limits of \$1,000,000.00 per occurrence, and \$1,000,000.00 for property damage per occurrence. LICENSEE shall provide CENTER with a certificate evidencing coverage required in the Agreement. The certificate must name the Manatee Civic Center Authority and Manatee County, a political subdivision of the State of Florida, as additional insureds. In the Event, the LICENSEE is unable to provide the appropriate insurance certificate; CENTER may be able to obtain the insurance provided LICENSEE reimburses CENTER for the cost.
- M FIRE** - In case the CENTER or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of the Agreement by the CENTER impossible including, without limitation the requisitioning of the premises by the United States government or any arm or instrumentality thereof, or by reason of labor disputes, then and thereupon the Agreement shall terminate and the LICENSEE shall pay rental for the Facility only up to the time of such termination, at the rate herein specified, and the LICENSEE hereby waives any claim for damages or compensation should the Agreement be so terminated.
- N EVACUATION OF THE FACILITY** - Should it become necessary in the judgment of the CENTER to evacuate the Space because of a bomb threat or for other reasons of public safety, the dates and times provided in the Agreement will be extended for sufficient time to complete the Event without additional rental charges providing such time does not interfere with rights previously granted to another LICENSEE. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated or adjusted based on the actual use by LICENSEE, and the LICENSEE waives any claim for damages or compensation from CENTER.
- O ADMISSIONS CONTROL** - Admissions control personnel shall include, but not be limited to, ticket sellers, ticket takers, ushers, door guards, etc. LICENSEE agrees to provide the minimum admissions control personnel as required by CENTER or its Director.
- P HANDLING FUNDS** - In the handling, control and custody and keeping of receipts and funds, whether the same are received through the box office or otherwise, the CENTER is acting for the accommodation and sole benefit of the LICENSEE and as to such receipts and funds the CENTER shall be responsible only for gross neglect or bad faith.
- Q CAPTIONS** - The Captions provided in the Agreement and these Conditions are solely for convenience and not intended to alter, restrict or limit the interpretation of the provision contained in the section.
- R DEFINITIONS** - Unless the context clearly indicates a different meaning, the following terms used in the Agreement and all supplementary writings shall be interpreted in accordance with the meaning provided below:
- 1 Agreement - The License Agreement and all supplementary writings entered into by the CENTER and the LICENSEE for the use and occupation of the Space and the provision of facilities, products and services.
  - 2 CENTER - The Manatee County Civic Center Authority, a public body politic and corporate acting by and through its officers, agents and employees.
  - 3 Event - The activity described in beginning of this Agreement.
  - 4 Facility or Facilities - Any and all real property and improvements thereon and personal property designated as CENTER facilities and under the control of the CENTER.
  - 5 LICENSEE's Invitees - Anyone on CENTER's facilities at the direction, request or invitation of LICENSEE and which is to be broadly construed to include but is not limited to LICENSEE, LICENSEE's officers, members, employees, agents, contractors, subcontractors, guests, invitees, vendors and exhibitors.
  - 6 Products - Any personal property of the CENTER including but not limited to equipment, furniture, machinery, and the like, but excluding disposable supplies, made available for a fee or rental charge in connection with the Agreement.
  - 7 Services - Includes the work, labor and obligations undertaken by CENTER in connection with CENTER'S performance of the Agreement exclusive of the obligation of the CENTER to make available the Space and products.
  - 8 Space - The room or area in the Facilities set aside for the use of LICENSEE under the Agreement including the right of access to the Space and the use of walks, drives, restrooms, corridors and other common areas reasonably necessary for the conduct of the Event.
- S ASSIGNMENT** - LICENSEE shall not assign the Agreement or use of CENTER Space other than herein specified.
- T. ADVERTISING AND PROMOTION** - All advertising of performance and/or events held at the Manatee Convention Center or Crosley Estate must state the full admission charge, including handling charges (if applicable), and must be accurate and actual. LICENSEE must not advertise and performance and/or events unless and until contracts between and all parties are fully executed. LICENSEE shall not allow any media advertising the Event to imply that the CENTER is sponsoring the Event. The posting of all signs shall be in compliance with local rules and ordinances.
- U. ALCOHOLIC BEVERAGES** - All alcoholic beverages are to be purchased and provided by CENTER. Alcoholic beverages may not be brought onto the Manatee Convention Center or Crosley Estate premise. All alcoholic beverages must be consumed on premise and cannot be removed at any time.
- V. FORCE MAJEURE** - The CENTER and LICENSEE shall not be required to perform any obligation under the Contract or be liable to each other for damages if the performance or non-performance of the obligation is made illegal or impossible by an act of God or force majeure. An "Act of God" or "force majeure" event is defined as fire, flood, hurricane, earthquakes, unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of the CENTER and LICENSEE and which event makes the non-performing party's performance impossible or illegal. Then, either party may cancel the Contract Agreement and all deposits, advances, prepayments, and final payments made to the VENDOR shall be refunded to the LICENSEE in full without deduction thirty (30) days following the date of the contract for services was to be held.

**FACILITY USE REGULATIONS**  
**Attachment 2**

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- A. **RULES AND REGULATIONS** - All persons connected with **LICENSEE** and **LICENSEE's** invitees shall abide by and comply with all applicable Federal, state and local laws, rules and regulations including those of law enforcement agencies and fire departments and reasonable regulations of the **CENTER** required to protect the Facility and the health, welfare and safety of all.
- B. **EJECTION OF PERSONS** - **LICENSEE** shall be responsible for ejecting any person who is in the Facility at **LICENSEE's** request or invitation and whose conduct in the Facility fails to comply with the conditions of the Agreement or poses a risk of injury or damage to persons or property. **LICENSEE** is solely responsible for any claims for costs, expenses or damages arising out of the ejection of such persons including those claims where **LICENSEE** has identified such persons for **CENTER** and requested **CENTER's** assistance in ejecting them. Notwithstanding the above provisions, nothing shall preclude **CENTER** from ejecting such persons where **LICENSEE** has failed to do so.
- C. **RESERVED TICKETS** - **LICENSEE** shall provide ten tickets or reserved seats for Center Hall events to **CENTER** without charge for training and other purposes connected with management, operations and promotion of the facilities.
- D. **SEATING CAPACITY** - In no event shall tickets to any event be sold or disposed of in excess of the seating capacity of the Space. **LICENSEE** shall not admit to the Facility or the Space a larger number of persons than can safely and freely move about in the Space and the decision of the **CENTER** Director in this respect shall be final.
- E. **SEATING OBSTRUCTIONS** - **LICENSEE** will permit no chairs or movable seats to be or remain in the passageways and will keep all passageways clear at all times. No portion of the sidewalks, grounds, entries, passages, vestibules, halls, elevators, abutting streets and ways of access to public utilities of the building shall be obstructed by **LICENSEE** or used for any purpose other than for ingress to and egress from the Facility.
- F. **MACHINERY AND INFLAMMABLES** - **LICENSEE** shall not operate any engine or motorized machinery on or in the facilities, or use oils, burning fluids, camphene, kerosene, naphtha, gasoline or any agent for illuminating the premises, except as authorized in this agreement or approved by **CENTER**.
- G. **TRADESPERSONS** - **LICENSEE** agrees that only decorators, caterers, and contractors approved by the **CENTER** shall be employed.
- H. **VACATION OF SPACE** - In the event that the Space is not vacated by **LICENSEE** or **LICENSEE's** invitees on the date and at the time provided in the Agreement, then **CENTER** shall be and is hereby authorized to remove from the Facility, at the expense of the **LICENSEE**, goods, wares, merchandise and property (**LICENSEE's** property) of any and all kinds and description which may be then occupying the Space or left in any other part of the Facility. The **CENTER** shall not be liable for any damages to **LICENSEE's** property which may be sustained and the **CENTER** is hereby expressly released from any and all claims for damages of whatever kind or nature. For such additional period beyond the term of this agreement as any of **LICENSEE's** property may remain in the building, **CENTER** shall be entitled to charge the sum per day provided in the rate schedule by the **CENTER** for the use of any space.
- I. **LOST ARTICLES** - Lost articles left in the Facility following the conclusion of the event shall be released by the **CENTER** to the rightful owner upon satisfactory evidence of ownership in accordance with **CENTER** procedures and applicable provisions of Florida law.
- J. **FREE SAMPLES/SOUVENIRS** - Neither **LICENSEE** nor **LICENSEE's** agents shall give away or sell items under the terms of the Agreement without written permission from the **CENTER**.
- K. **DECORATIONS, SIGNS AND POSTERS** - **LICENSEE** will not post or exhibit or allow to be posted or exhibited signs, advertisements, showbills, lithographs, posters, or cards of any description in the Facilities except in the locations provided by **CENTER**. Decorations, signs, banners, and streamers shall not be attached, taped, nailed, pinned or otherwise fastened to any ceiling, drapery, painted surface or wall of **CENTER**. Special decorations and tape must be approved by the **CENTER** Management as to where and how they shall be installed. Confetti also is not to be used on premise. Under NO circumstances are helium filled, mylar balloons or adhesive back decals to be given away or permitted to be used in the **CENTER** without prior management approval. Any costs incurred by the **CENTER** from the use of, or removal of, these items shall be charged to the **LICENSEE**.
- L. **INTERMISSIONS** - For all Center Hall events lasting one hour or more, **LICENSEE** shall provide an intermission of not less than fifteen (15) minutes and notify the **CENTER** of the time of intermission.
- M. **RADIO AND TELEVISION** - **LICENSEE** is prohibited from having radio television broadcasting facilities, films, recordings or videos made of any performance or event in the Space unless specific written permission is given by the **CENTER** Director.
- N. **COPYRIGHTS AND TRADEMARKS** - **LICENSEE** shall obtain all licenses or authorizations from the copyright or trademark owners or their representatives and agrees to indemnify and hold the **CENTER** harmless from any claims, losses, or expenses incurred with regard thereto. This shall include any and all ASCAP, BMI, SESAC or other copyright fees applicable to an event. Payment of the fees will be made by the **LICENSEE** directly to the applicable copyright agency.
- O. **THE FACILITY** - **LICENSEE** shall not injure, mar nor in any manner deface the Facility, and shall not cause or permit anything to be done whereby the Facilities shall be in any manner injured or marred or defaced and **LICENSEE** will not do, or permit to be done anything in or upon any portion of the Facilities or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the Facility or any part thereof, or in any way increase any of insurance upon the Facility or on property kept there.
- P. **DEFACEMENT** - **LICENSEE** shall not drive or permit to be driven, any nails, hooks, tacks, or screws in any part of the Facility, shall not tape or permit to be taped any material to any part of the Facility, and shall not make or allow to be made any alteration of any kind therein.
- Q. **WATER CLOSETS** - Water closets and water apparatus will not be used for any purpose other than for which they are constructed and no sweepings, rubbish, rags, paper or other substances shall be thrown therein. Any damage resulting to them on account of misuse of any nature or character whatever shall be paid by **LICENSEE**.
- R. **SECURITY/FIRST AID SERVICES** - **LICENSEE** agrees to have on hand at all times sufficient security to maintain order and protect persons and property.

**FACILITY USE REGULATIONS - continued**  
**Attachment 2**

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- S. **CARE OF THE FACILITY – LICENSEE** agrees to cause the Space to be kept clean and generally cared for during the term, excepting as provided by regular janitor force employed by the **CENTER**, ordinary wear and tear accepted.
- T. **PERSONAL PROPERTY - CENTER** assumes no responsibility whatever for **LICENSEE's** property placed in the building. Any watchman or other security services desired by **LICENSEE** must be arranged in advance with **CENTER**.
- U. **SMOKING - LICENSEE** shall not permit smoking in the Space or the Facilities in any place other than areas designated by **CENTER**.
- V. **DAMAGES** - Any type of damages to **CENTER** property or equipment is to be reported immediately to the Convention Center Business Office. The **LICENSEE** or his representative is asked to inspect those areas of the building to be used with a representative of the **CENTER** prior to move-out to determine any damages resulting from the event. A security deposit may be requested by Convention Center Management.
- W. **AIR CONDITIONING AND HEATING** - Electrical Consumption Charges for the building and premise areas are listed under "Utility Charges" in the current rate resolution. Air conditioning and heating during move-in and move-out times will also be at the "Utility Charge" rates as listed.
- V. **JANITORIAL SERVICES - CENTER** shall clean the premises before, during and after the event. Cleaning will not include the vacuuming of carpeted aisles or any other janitorial services in the individual exhibit booths. Arrangements for this service can be made through the assigned Event Coordinator. The **LICENSEE** will be responsible for the removal of all bulk trash, crates, lumber and packing materials prior to show opening and following move out. Any cost incurred by the **CENTER** for excessive custodial services will be charged to **LICENSEE** at prevailing rates.
- W. **EXTERIOR DOORS** - Under NO circumstances should any exterior door be propped open or any automatic closing devices or panic hardware be removed from any door in the **CENTER**.
- X. **RIGGING** - All rigging within the **CENTER** must be approved in advance and supervised by building personnel.
- Y. **MOTORIZED EQUIPMENT** - Equipment will be operated by authorized personnel only. **LICENSEE** is required to ensure that all equipment operated in the **CENTER** by his service contractors do not drip oil or any other staining solutions. Any vehicle which drips oil or staining solutions will be removed immediately from the **CENTER** and the responsible parties will be charged with cleaning costs for removal of stains.
- Z. **VEHICLES IN THE EXHIBIT HALL** - Vehicles are permitted in the Exhibit Hall for loading/unloading with the authorization of the **CENTER** Management. All equipment and freight will be loaded/unloaded at the loading area if possible. Any vehicle that remains in the facility as part of a display must conform with all Fire Regulations including the following:
- Parked vehicles must not be driven during event hours.
  - The positive battery cable must be disconnected by **LICENSEE** personnel.
- AA. **FREIGHT DELIVERIES** - Prior arrangements must be made with **CENTER** to ensure acceptance of freight. Under no circumstances will C.O.D. deliveries be accepted by **CENTER** personnel. All equipment and freight brought into the **CENTER** are to be delivered at the loading area located at the north corner of the building. All deliveries must have the name and date(s) of Event for which it belongs.
- BB. **OUTSIDE EXHIBITS - LICENSEE** may place exhibits outside the **CENTER** in any area approved in advance by **CENTER** Management, and contracted as exhibit space.
- CC. **ANNOUNCEMENTS - CENTER** shall have the right to make announcements in the interest of public safety, proper operation of the building, crowd control and compliance with rules, regulations, laws, etc.
- DD. **MARQUEE - CENTER** shall have total discretionary control over the messages displayed on the **CENTER** marquee and message **CENTER** located at the entrance of the **CENTER**. The unavailability of the marquee due to technical difficulties or other circumstances shall not be cause for termination or cancellation of the Agreement or be considered a breach or default. Marquee information must be provided to the Facility Representative seven (7) days in advance of the event.
- EE. **MOVEABLE WALLS/ROOM DIVIDERS** - All moveable walls and/or room dividers in the **CENTER** are to be moved and installed by **CENTER** Personnel only.
- FF. **BULK TRASH - LICENSEE** will be responsible for removal of all bulk trash, crates, lumber and packing materials prior to event beginning and following move out. Any costs incurred by the **CENTER** for bulk trash not removed by **LICENSEE** will be charged to **LICENSEE** at the prevailing rate.
- GG. **PETS** - No animals or pets are permitted in the building except as an approved exhibit, activity, or performance legitimately requiring the use of animals. Seeing-eye dogs are exempt. Pets which are approved to be in the building must be on a leash, within a pen, or under similar control at all times. The owner will be fully responsible for his or her pets at all times.
- HH. **GRATUITIES** - Manatee Convention and Civic Center policy specifically prohibits any **CENTER** employee from accepted loans, advances, gifts, gratuities, or any other favors from parties doing business with the Manatee Convention and Civic Center. All Licensees and exhibitors should be aware of this policy and refrain from any such activities.
- II. **RESIDUAL MATTERS** - All matters, rules regulations, or deviations there from, not expressly provided for herein, shall be decided upon by the **CENTER** Director.