



LYNNWOOD
CONVENTION CENTER

RULES & REGULATIONS

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LYNNWOOD CONVENTION CENTER

RULES AND REGULATIONS

1. LEGAL AUTHORIZATION

THE LYNNWOOD CONVENTION CENTER (SMG) HEREBY ESTABLISHES THE FOLLOWING RULES AND REGULATIONS FOR THE OPERATION OF THE FACILITY.

2. DEFINITIONS

LYNNWOOD CONVENTION CENTER:

LYNNWOOD CONVENTION CENTER: MEANS ALL OR ANY PORTION OF THE FACILITY OF THE LYNNWOOD CONVENTION CENTER ("CONVENTION CENTER"), INCLUDING THE EXHIBITION HALLS, BALLROOMS, MEETING ROOMS, PUBLIC SPACES, SERVICE CORRIDORS AND RELATED FACILITIES, INCLUDING THE GROUNDS AND RELATED PARKING LOTS, BUT DOES NOT INCLUDE PUBLIC STREETS AND RIGHT OF WAYS.

LICENSE AGREEMENT: MEANS THE PRINTED LICENSE FORM AND ADDENDA ISSUED TO ANY APPLICANT BY THE GENERAL MANAGER.

LICENSOR: MEANS THE LYNNWOOD CONVENTION CENTER (SMG), ITS DIRECTORS AND EMPLOYEES, ACTING THROUGH ITS GENERAL MANAGER.

LICENSEE: MEANS THE PERSON, FIRM OR CORPORATION USING THE CONVENTION CENTER FACILITIES UNDER WRITTEN LICENSE FROM LICENSOR.

3. LICENSE AGREEMENT

- A) ALL REQUESTS FOR LICENSING OF SPACE AT THE CONVENTION CENTER FACILITY MUST BE MADE THROUGH THE MANAGEMENT OF THE LYNNWOOD CONVENTION CENTER (SMG).
- B) PRIOR TO A LICENSE AGREEMENT BEING ISSUED, LICENSEE MAY BE REQUIRED TO COMPLETE A RENTAL APPLICATION. AFTER THE RENTAL APPLICATION IS RECEIVED, REVIEWED AND APPROVED, A LICENSE AGREEMENT OUTLINING DATES, SPACE, RENT, DEPOSIT, INSURANCE, AND OTHER PERTINENT REQUIREMENTS WILL BE ISSUED. THE LICENSE AGREEMENT MUST BE FULLY EXECUTED AND RETURNED WITHIN THE SPECIFIED TIME TO SECURE THE DATE(S) AND THE FACILITIES.
- C) NO PERSON MAY USE THE CONVENTION CENTER WITHOUT FIRST HAVING OBTAINED A WRITTEN LICENSE AGREEMENT. LICENSE AGREEMENTS FOR THE USE OF THE CONVENTION CENTER SHALL BE ISSUED ON AUTHORIZED PRINTED FORMS, AFFORDING NOTICE OF APPLICABLE RULES AND REGULATIONS. LICENSEE SHALL BE REQUIRED TO SUBMIT ANY INFORMATION NECESSARY TO DETERMINE FACILITIES, ARRANGEMENTS, AND ANY SPECIAL SERVICES NECESSARY TO THE STAGING AND PROPER MANAGEMENT OF ANY EVENT SCHEDULED AT THE CONVENTION CENTER. ANY VIOLATION OF THESE RULES AND REGULATIONS SHALL, WITHIN THE DISCRETION OF THE GENERAL MANAGER, SUBJECT THE VIOLATOR TO IMMEDIATE EXPULSION FROM THE CONVENTION CENTER TOGETHER WITH FORFEITURE OF ALL SUMS AT THAT TIME PAID FOR THE USE OF THE CONVENTION CENTER, AS WELL AS CREATE AN ENFORCEABLE LIABILITY ON THE PART OF LICENSEE, IN THE COURTS, FOR PAYMENT OF ANY UNPAID AND OWED SUMS OF MONEY TOGETHER WITH DAMAGES.

VERBAL AGREEMENTS FOR THE USE OF THE CONVENTION CENTER ARE NOT BINDING UPON LICENSOR.

LICENSEE'S ACCEPTANCE OF AN ISSUED LICENSE AGREEMENT FOR THE USE OF THE CONVENTION CENTER SHALL CONSTITUTE AN OFFER TO ENTER INTO A CONTRACT WITH LICENSOR ON THE TERMS SET FORTH IN THE LICENSE AGREEMENT; AND SHALL CONSTITUTE A CONTRACT UPON ACCEPTANCE BY WRITTEN APPROVAL BY THE GENERAL MANAGER OR HIS DESIGNEE.

LETTERS OF INTENT AND SIMILAR INSTRUMENTS ARE NOT BINDING UPON THE LICENSOR, UNLESS SIGNED BY THE GENERAL MANAGER OR THE DIRECTOR OF SALES AND EVENT SERVICES.

4. RENT AND FEES

A) RENT

THE RENT FOR USE OF THE CONVENTION CENTER FACILITIES SHALL BE SET OUT IN THE LICENSE AGREEMENT.

THE RENT CONSISTS OF FEES FOR USING IDENTIFIED AREAS OF THE CONVENTION CENTER. THE RENT INCLUDES ONE SET-UP WHERE INDICATED, FOUR WALLS, GENERAL HOUSE LIGHTING, NORMAL CLEAN UP, HEATING AND AIR CONDITIONING DURING EVENT HOURS. THE RENT DOES NOT INCLUDE ANY SPECIAL SERVICES OR EQUIPMENT NOT SUPPLIED BY LICENSOR UNDER THE TERMS OF THE LICENSE AGREEMENT. **(RENTAL RATES FOR SMG RECOGNIZED HOLIDAYS ARE 50% ABOVE THE PUBLISHED RATE SCHEDULE.)**

B) PAYMENT SCHEDULE

THE RENT AND OTHER SPECIFIED FEES SHALL BE PAID IN ADVANCE OF THE OCCUPANCY BY LICENSEE PER THE PAYMENT SCHEDULE SET OUT IN THE LICENSE AGREEMENT. IF LICENSEE SHALL BE IN DEFAULT IN THE PERFORMANCE OF ANY TERM OR CONDITION OF THESE RULES AND REGULATIONS, OR OF THE LICENSE AGREEMENT, LICENSOR SHALL HAVE THE RIGHT TO RETAIN ALL MONIES PREVIOUSLY PAID BY LICENSEE OR DUE UNDER THE TERMS OF THE LICENSE AGREEMENT, AND TO SEEK ANY DAMAGES RESULTING FROM THE DEFAULT.

C) RATE GUARANTEES

- I) FACILITY USE RATES FOR CONVENTIONS MAY BE ESTABLISHED AND GUARANTEED TO REMAIN UNCHANGED EIGHTEEN (18) MONTHS PRIOR TO THE EVENT WITH A CONTRACT ISSUED TWELVE (12) MONTHS PRIOR TO THE EVENT.
- II) FACILITY USE RATES FOR TRADESHOWS, COMMERCIAL EVENTS, CONSUMER SHOWS AND PUBLIC EVENTS MAY BE ESTABLISHED UP TO EIGHTEEN (18) MONTHS PRIOR AND GUARANTEED TO REMAIN UNCHANGED ONLY AFTER THE LICENSE AGREEMENT IS EXECUTED. LICENSE AGREEMENTS WILL BE ISSUED NO EARLIER THAN TWELVE (12) MONTHS PRIOR TO THE EVENT.
- III) ALL OTHER EVENTS WILL PAY THE PREVAILING RATE CURRENTLY IN PLACE FOR THE TERM OF THE EVENT AT THE TIME OF CONTRACT SIGNING.

D) NEGOTIATED RATES

WHEN A PROSPECTIVE LICENSEE SEEKS RATES OTHER THAN THOSE ESTABLISHED, A WRITTEN APPLICATION CONTAINING JUSTIFICATION FOR THE RATES SOUGHT MUST BE FILED WITH, AND APPROVED BY, THE GENERAL MANAGER BEFORE ANY LICENSE AGREEMENT CAN BE ISSUED. PREFERENCE FOR USE OF THE FACILITIES WILL BE GIVEN BY THE GENERAL MANAGER TO APPLICANTS APPLYING FOR USE AT THE POSTED BASIC RENTAL RATES.

E) BOND REQUIREMENT

THE GENERAL MANAGER MAY REQUIRE ANY PROSPECTIVE LICENSEE SEEKING TO USE THE CONVENTION CENTER TO FURNISH A SATISFACTORY CASH OR SECURITY BOND COMMENSURATE WITH ALL RISKS AND EXPENSE INVOLVED, GUARANTEEING THAT SAID PROSPECTIVE LICENSEE WILL WELL AND FAITHFULLY PERFORM EACH AND EVERY TERM AND CONDITION OF ANY LICENSE AGREEMENT AWARDED, AS WELL AS ABIDE BY AND OBSERVE ALL LAWFUL RULES AND REGULATIONS FOR THE USE OF THE CONVENTION CENTER.

F) REFUNDS

DEPOSITS AND RENT PAYMENTS ARE NON-REFUNDABLE, EXCEPT IN SUCH CASES WHERE LICENSOR IS UNABLE TO DELIVER POSSESSION OF THE CONVENTION CENTER FACILITIES IN ACCORDANCE WITH THE LICENSE AGREEMENT. IF DEPOSITS ARE NOT PAID ON OR BEFORE THE DUE DATE SPECIFIED IN THE LICENSE AGREEMENT, THE LICENSE AGREEMENT IS SUBJECT TO CANCELLATION BY LICENSOR WITHOUT FURTHER NOTICE.

G) NET SQUARE FOOTAGE CALCULATION

NET SQUARE FEET SHALL CONSIST OF THE ACTUAL EXHIBIT SPACE USED, LESS NORMAL AISLE AND CORRIDORS WHICH SHALL NOT EXCEED TEN (10) FEET IN WIDTH, EXCEPT BY REQUIREMENTS OF FIRE AND SAFETY CODES. HOWEVER, NET SQUARE FEET SHALL NOT BE LESS THAN FIFTY (50) PERCENT OF THE GROSS SQUARE FOOTAGE OF THE EXHIBIT HALL(S) OCCUPIED BY LICENSEE.

H) EVENT SPACE PROVIDED

MEETING ROOMS ARE NOT TYPICALLY PROVIDED AT NO CHARGE FOR MEETINGS, BANQUETS AND OTHER SPECIAL EVENTS. LICENSOR, AT ITS OPTION, MAY GRANT THE USE OF A LIMITED NUMBER OF MEETING ROOMS TO LICENSEE.

MEETING ROOMS, WHEN GRANTED, WILL INCLUDE ONE (1) THEATER STYLE, CONFERENCE STYLE OR SCHOOL ROOM STYLE SET-UP UTILIZING AVAILABLE INVENTORY OF TABLES, CHAIRS, LECTERNS ON A ONE (1) TIME SET-UP PER DAY BASIS. CHANGEOVERS AND REVISED ROOM SET-UPS WILL BE CHARGED AT THE PREVAILING RATE.

ADDITIONAL MEETING ROOMS WILL BE CHARGED AT THE PREVAILING MEETING ROOM RATES, AS REFLECTED ON THE APPROPRIATE RENTAL RATE SCHEDULE. MEETING ROOMS WILL BE ASSIGNED IN CONSIDERATION OF OTHER TENANTS AND COMMITMENTS BY THE LICENSOR.

MEETING ROOM SPACE SHALL BE USED FOR PURPOSES DIRECTLY RELATED TO LICENSEE'S EVENT, AND NOT ASSIGNED, SUBLET OR RESOLD TO COMMERCIAL FIRMS OR OTHER ORGANIZATIONS FOR HOSPITALITY ROOMS, DEMONSTRATIONS, SALES MEETINGS OR OTHER SIMILAR PRIVATE EVENTS. SUCH COMMERCIAL FIRMS, OR OTHER ORGANIZERS, WILL BE REQUIRED TO MAKE INDEPENDENT LICENSE AGREEMENTS FOR SPACE WITH LICENSOR. RENTAL RATES FOR MEETING ROOMS FOR COMMERCIAL USE ARE DETAILED ON THE COMMERCIAL RATE SCHEDULE.

SHOW OFFICES, AS REQUIRED BY LICENSEE, WILL BE PROVIDED PROPORTIONATE TO THE PAID EXHIBIT SPACE, AND IN CONSIDERATION OF OTHER TENANTS AND OTHER COMMITMENTS BY LICENSOR.

REGISTRATION SPACE WILL BE PROVIDED TO LICENSEE AT NO CHARGE IN A GENERAL LOBBY AREA OF THE CONVENTION CENTER, AND IN CONSIDERATION OF OTHER TENANTS. REGISTRATION EQUIPMENT, TELEPHONES AND ELECTRICAL SERVICES ARE NOT INCLUDED. REGISTRATION PLANS AND SPACE UTILIZATION MUST APPEAR ON EXHIBIT FLOOR PLANS FOR LICENSOR APPROVAL PRIOR TO SALE BY

LICENSEE.

EXHIBIT BOOTH CONFIGURATION, SIZE OF BOOTHS, REGISTRATION BOOTHS, INFORMATION DISPLAYS, CYBER CAFÉS, FOOD AND BEVERAGE SPACE, LOUNGES AND SERVICE DESKS MUST BE DESIGNATED ON ALL FLOOR PLANS SUBMITTED BY LICENSEE FOR APPROVAL BY LICENSOR AND LYNNWOOD FIRE MARSHAL (“FIRE MARSHAL”) PRIOR TO OCCUPANCY OF THE CONVENTION CENTER BY LICENSEE.

5. DESIGNATION OF RATE CLASSIFICATION AND TIME

THE CLASSIFICATION OF USAGE, INDICATED IN THE FOLLOWING DEFINITIONS, SHALL BE THE DETERMINING POINT FOR ALLOCATION OF A POTENTIAL USER INTO A RATE CLASS, FOR PURPOSES OF RATE CALCULATION.

A) CONVENTIONS

FOR PURPOSES OF RATE DESIGNATION, CONVENTIONS GROUPS SHALL BE IDENTIFIED AS INTERNATIONAL, NATIONAL, REGIONAL OR STATE ORGANIZATIONS WHICH, THROUGH THEIR USE OF THE CONVENTION CENTER, WILL HAVE A SIGNIFICANT IMPACT ON HOTEL AND MOTEL ROOMS BY UTILIZING A MINIMUM OF TWO HUNDRED (200) HOTEL/MOTEL ROOMS OR MORE ON A PEAK EVENT DAY.

B) NON-CONVENTIONS

FOR PURPOSES OF RATE DESIGNATION, NON-CONVENTION GROUPS SHALL BE IDENTIFIED AS ANY ORGANIZATIONS, WHICH THROUGH THEIR USE OF THE CONVENTION CENTER DO NOT GENERATE AT LEAST 200 HUNDRED (200) HOTEL/MOTEL ROOMS OR MORE ON PEAK EVENT DAYS. THESE GROUPS MAY INCLUDE COMMERCIAL EVENTS CONSUMER SHOWS, PUBLIC EVENTS, TRADESHOWS, MEETINGS, SEMINARS, BANQUETS OR SPECIAL EVENTS.

THE GENERAL MANAGER MAY HOWEVER:

- I) PROMOTE, SOLICIT, DEVELOP AND MAKE RESERVATIONS FOR ANY ACTIVITY DEEMED TO BE IN THE INTEREST OF LICENSOR OR IS FOR THE GOOD OF THE COMMUNITY;
- II) DECLINE ANY REQUEST FOR ANY USER ON THE BASIS OF: CREDIT REFERENCES, FINANCIAL ABILITY, OR WHOSE CONDUCT OR PROGRAM IS NOT, OR MAY NOT BE, CONSISTENT WITH OR BENEFICIAL TO THE INTEREST OF LICENSOR.

UNLESS OTHERWISE PROVIDED, THE PERIOD OF OCCUPANCY FOR ALL LICENSES SHALL BE BETWEEN THE HOURS OF 6:00 A.M. AND 11:00 P.M. A FEE EQUAL TO A FULL DAILY RENT SHALL BE CHARGED TO LICENSEE FOR USE OF THE CONVENTION CENTER BEYOND THE TIME SPECIFIED IN THE LICENSE AGREEMENT. ANY SUCH OVERTIME USE MUST BE WITH THE PRIOR APPROVAL OF THE GENERAL MANAGER.

6. MOVE-IN AND MOVE-OUT

MOVE-IN AND MOVE-OUT TIME IS RELATED TO USE OF THE EXHIBIT HALLS AND DEPENDING UPON DATE AVAILABILITY AND THE COMPLEXITY AND REQUIREMENTS OF EACH EVENT. ADDITIONAL MOVE-IN AND MOVE-OUT TIME, SUBJECT TO AVAILABILITY, MAY BE PROVIDED AT RATES BASED ON THE PER SHOW DAY RATE.

IT IS THE RESPONSIBILITY OF LICENSEE TO COORDINATE THE MOVE-IN AND MOVE-OUT OF THE EVENT WITH LICENSOR’S EVENT MANAGER.

MOVE-IN AND MOVE-OUT HOURS ARE FROM 8:00 A.M. UNTIL 5:00 P.M. DAILY. VARIATIONS FROM THESE HOURS WILL BE NEGOTIATED WITH LICENSOR AND THE COST OF ADDITIONAL LABOR WILL BE BORNE BY LICENSEE.

LICENSOR WILL NOT ACCEPT FREIGHT SHIPMENTS FOR LICENSEE OR EXHIBITORS PRIOR TO THE LICENSED

PERIOD. LICENSEE IS RESPONSIBLE FOR CONSIGNMENT OF FREIGHT SHIPMENTS.

ALL LABOR REQUIREMENTS FOR MOVE-IN AND MOVE-OUT AND SET UP OF DISPLAY AREAS SHALL BE THE RESPONSIBILITY OF LICENSEE.

LICENSOR DOES NOT PROVIDE EXHIBIT CRATE STORAGE WITHIN THE CONVENTION CENTER. IT IS THE RESPONSIBILITY OF LICENSEE TO MAKE ARRANGEMENTS FOR OFF SITE STORAGE OF ALL CRATES AND PACKING MATERIAL.

ENERGY CONSERVATION IS A PRIME CONCERN TO LICENSOR AND MINIMAL LIGHT AND COMFORTABLE CONDITIONED AIR LEVELS WILL BE MAINTAINED DURING MOVE-IN AND MOVE-OUT PERIODS. MOVE-IN AND MOVE-OUT PERIODS, REHEARSALS AND SIMILAR PRE-EVENT ACTIVITIES MAY BE ASSESSED A UTILITY CHARGE FOR ADDITIONAL LIGHT AND INCREASED CONDITIONED AIR REQUIREMENTS.

7. REGULATION OF USE

LICENSEE MAY NOT USE THE LICENSED AREA OR PERMIT ANY PART OF THE CONVENTION CENTER TO BE USED FOR ANY PURPOSE OTHER THAN THE EVENT, AND SHALL NOT PERMIT ITS USE:

- (A) FOR LODGING;
- (B) IN CONFLICT WITH ANY LAW, ORDINANCE, RULE OR REGULATION OF ANY GOVERNMENTAL AUTHORITIES;
- (C) IN ANY MANNER WHICH WOULD VIOLATE THE PROVISIONS OF INSURANCE COVERAGE ON OR RELATED TO LICENSOR, OR INCREASE THE RATE OF SUCH INSURANCE;
- (D) IN ANY MANNER WHICH CONSTITUTES WASTE OR NUISANCE; AND
- (E) IN ANY MANNER WHICH CAUSES OR THREATENS TO CAUSE INJURY TO LICENSOR OR ALTERATION TO THE CONVENTION CENTER.

LICENSEES MAY NOT OBSTRUCT OR INTERFERE WITH THE OCCUPANCY OF OTHER LICENSEES IN THE CONVENTION CENTER, OR IN ANY WAY INJURE OR ANNOY THEM.

8. PUBLIC SAFETY

LICENSEE WILL FAMILIARIZE THEMSELVES, THEIR AGENTS AND EMPLOYEES WITH THE SAFETY PROCEDURES AND REGULATIONS GOVERNING ALL PARTS OF THE CONVENTION CENTER USED BY LICENSEE. LICENSEE SHALL INSTRUCT THEIR AGENTS AND EMPLOYEES ABOUT THE CONVENTION CENTER'S EVACUATION PLAN IN THE EVENT OF FIRE OR OTHER DISASTER, AND FORMULATE A SPECIFIC PLAN TO EVACUATE ANY DISABLED PERSONS AMONG THEM.

LICENSEE MUST, AT ALL TIMES, CONDUCT ITS ACTIVITIES WITH FULL REGARD FOR PUBLIC SAFETY AND OBSERVE AND ABIDE BY ALL APPLICABLE REGULATIONS AND REQUESTS OF LICENSOR OR DULY AUTHORIZED GOVERNMENTAL AGENCIES RESPONSIBLE FOR PUBLIC SAFETY. LICENSEE IS RESPONSIBLE FOR THE CHARACTER, ACTS AND CONDUCT OF ALL PERSONS ADMITTED TO THE PREMISES OR ANY PORTION OF A LICENSED AREA. LICENSEE AGREES TO HAVE ON HAND, AT ALL TIMES, SUFFICIENT SECURITY AND MEDICAL PERSONNEL TO MAINTAIN ORDER AND PROTECT ALL PERSONS AND PROPERTY.

- A) FOR COMMERCIAL EVENTS, CONSUMER SHOWS OR EVENTS THAT ARE OPEN TO THE PUBLIC, OR FOR EVENTS WITH ATTENDANCE IN EXCESS OF ONE THOUSAND (1,000) ATTENDEES, OR FOR EVENTS WHERE ALCOHOL IS SERVED AND CONSUMED, LICENSEE SHALL PROVIDE LICENSED EMERGENCY MEDICAL TECHNICIAN (EMT) STAFFING ON SITE AT ALL TIMES THAT THE FACILITY IS OPEN FOR THE EVENT. FINAL STAFFING LEVEL IS AT THE DISCRETION OF GENERAL MANAGER.

- b) FOR COMMERCIAL EVENTS, CONSUMER SHOWS OR EVENTS OPEN TO THE PUBLIC, LICENSEE MAY PROVIDE AT THEIR OWN EXPENSE, LYNNWOOD POLICE DEPARTMENT OFFICERS ON SITE AT ALL TIMES THE FACILITY IS OPEN.
- c) LICENSOR RESERVES THE RIGHT TO SET THE FINAL STAFFING LEVELS AND HOURS REQUIRED BY THE EVENT. LICENSOR'S EXCLUSIVE EMT CONTRACTOR SHALL PROVIDE EMT SERVICES DURING THE EVENT.

LICENSOR RESERVES THE RIGHT TO EJECT, OR CAUSE TO BE EJECTED, FROM THE LICENSED AREA, ANY OBJECTIONABLE PERSON OR PERSONS, AND NEITHER LICENSOR NOR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES SHALL BE LIABLE TO LICENSEE FOR ANY DAMAGE THAT MAY BE SUSTAINED BY THE EXERCISE OF LICENSOR'S RIGHT.

LICENSEE SHALL NOT ADMIT TO THE LICENSED AREA A LARGER NUMBER OF PERSONS THAN CAN SAFELY AND FREELY MOVE ABOUT IN THE LICENSED AREA, AS APPROVED BY THE FIRE MARSHAL; AND THE DECISION OF LICENSOR IN THIS RESPECT SHALL BE FINAL.

NO PORTION OF THE SIDEWALKS, RAMPS, ENTRANCES AND EXITS, CORRIDORS, PASSAGEWAYS, VESTIBULES, HALLS, LOBBIES, STAIRWAYS, ELEVATORS, AISLES, DRIVEWAYS, OR ACCESS TO PUBLIC UTILITIES OF THE CONVENTION CENTER SHALL BE OBSTRUCTED OR USED FOR ANY OTHER PURPOSE THAN INGRESS AND EGRESS. ACCESS TO FIRE DETECTION AND SUPPRESSION SYSTEMS, HVAC VENTS AND HOUSE LIGHTING FIXTURES AND CONTROLS SHALL NOT BE COVERED OR OBSTRUCTED. FIRE FIGHTING AND EMERGENCY EQUIPMENT SHALL NOT BE HIDDEN OR OBSTRUCTED, INCLUDING FIRE EXTINGUISHERS, FIRE HOSE CABINETS AND FIRE ALARM PULL STATIONS.

9. FIRE REGULATIONS

FIRE REGULATIONS PROHIBIT THE STORAGE OF COMBUSTIBLE MATERIALS BEHIND THE BACK CURTAINS OF BOOTHS, AND IN THE SERVICE SPACE BETWEEN BACK- TO- BACK BOOTHS. WRITTEN AUTHORIZATION BY FIRST LICENSOR AND THEN THE LYNNWOOD FIRE MARSHAL SHALL BE REQUIRED FOR THE FOLLOWING:

- A) DISPLAY AND OPERATION OF ANY HEATER, BARBECUE, HEAT-PRODUCING OR OPEN FLAME DEVICES, CANDLES, LANTERNS, TORCHES, WELDING EQUIPMENT OR OTHER SMOKE EMITTING MATERIALS AS PART OF AN EXHIBIT;
- B) DISPLAY AND OPERATION OF ANY ELECTRICAL, MECHANICAL, OR CHEMICAL DEVICES WHICH MAY BE DEEMED HAZARDOUS BY THE LYNNWOOD FIRE MARSHAL;
- C) ALL TOXIC AND HAZARDOUS MATERIAL, INCLUDING FLAMMABLE LIQUIDS, COMPRESSED GAS OR DANGEROUS CHEMICALS; AND
- D) FIREWORKS OR OTHER PYROTECHNICS TO BE SET OFF IN OR NEAR THE CONVENTION CENTER.

EXHIBITORS, SERVICE CONTRACTORS AND ALL EVENT PERSONNEL MUST COMPLY WITH ALL FEDERAL, STATE AND LOCAL FIRE CODES WHICH APPLY TO PLACES OF PUBLIC ASSEMBLY.

10. ANIMALS

NO LIVE ANIMAL, REPTILE, FISH OR BIRD IS ALLOWED IN THE CONVENTION CENTER, UNLESS PROPER PRECAUTIONS HAVE BEEN MADE TO CONTROL AND RESTRAIN SUCH ANIMAL, REPTILE, FISH OR BIRD, AND FOR WHICH WRITTEN PERMISSION HAS BEEN PROVIDED BY LICENSOR. SEEING EYE-DOGS OR SERVICE ANIMALS MAY ACCOMPANY A DISABLED PERSON WITHIN THE CONVENTION CENTER.

11. INSURANCE

- A) LICENSEE SHALL PROVIDE PROOF OF COVERAGE IN THE AMOUNTS OF ONE MILLION DOLLARS (\$1,000,000) OF COMBINED SINGLE LIMIT COVERAGE TO INCLUDE: COMPREHENSIVE FORM, PREMISES/OPERATIONS, CONTRACTUAL, BROAD FORM PROPERTY DAMAGE AND PRODUCTS/COMPLETED OPERATIONS, AT LEAST FORTY-FIVE (45) DAYS PRIOR TO EVENT. THE TERM OF SUCH COVERAGE SHALL COINCIDE WITH THE DATES OF OCCUPANCY, INCLUDING MOVE-IN AND MOVE-OUT. SUCH INSURANCE SHALL SPECIFICALLY INCLUDE THE LICENSOR, ITS DIRECTORS, OFFICERS AND ITS EMPLOYEES, AS ADDITIONAL INSURED. IT IS UNDERSTOOD AND AGREED THAT SUCH INSURANCE SHALL COVER ANY DAMAGE OR INJURY TO ANY AND ALL PERSONS ATTENDING OR PROPERTY CONNECTED WITH THE EVENT WHEN SUCH PERSONS OR PROPERTY ARE LOCATED IN THE CONVENTION CENTER BECAUSE OF LICENSEE'S ACTIVITIES THEREIN. IF LICENSEE HAS NOT PROVIDED LICENSOR WITH SUCH INSURANCE CERTIFICATE AT LEAST FORTY-FIVE (45) DAYS PRIOR TO THE EVENT, LICENSOR SHALL HAVE THE RIGHT TO OBTAIN SUCH INSURANCE AT LICENSEE'S EXPENSE WITHOUT PRIOR NOTIFICATION TO LICENSEE OF SUCH ACTION. IT IS AGREED AND UNDERSTOOD THAT THE ULTIMATE RESPONSIBILITY FOR OBTAINING INSURANCE IS LICENSEE'S, AND IF LICENSOR IS NOT ABLE TO OBTAIN SUCH INSURANCE OR IS NOT WILLING TO OBTAIN THE INSURANCE IN THE ABSENCE OF A LICENSEE-OBTAINED POLICY, THE EVENT MAY BE CANCELLED AT LICENSOR'S SOLE DISCRETION, AND LICENSEE SHALL BE LIABLE FOR ALL SCHEDULED EXPENSES AS STATED HEREIN AND LICENSOR SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES OR LOSSES SUSTAINED BY LICENSEE RESULTING THEREFROM. SAID POLICY SHALL ALSO CONTAIN THE SPECIFIC PROVISION THAT THE POLICY MAY NOT BE CANCELLED OR REDUCED BY THE INSURANCE CARRIER WITHOUT GIVING TWENTY (20) DAYS PRIOR NOTICE IN WRITING TO LICENSOR AND LICENSEE.
- B) LICENSEE AGREES TO PROVIDE WORKMAN'S COMPENSATION COVERAGE FOR LICENSEE'S EMPLOYEES TO COMPLY WITH THE LAWS OF THE STATE OF WASHINGTON.

12. INDEMNIFICATION

LICENSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND LICENSOR, FOR AND FROM ANY AND ALL LOSSES, CLAIMS, LIABILITY, DAMAGE, ACTION AND JUDGMENT RECOVERED FROM OR ASSERTED AGAINST THEM OR OTHER EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND EXPENSE) ARISING OUT OF OR RELATING TO LICENSEE'S USE OF THE CONVENTION CENTER OR FROM THE CONDUCT OF LICENSEE'S BUSINESS OR FROM ANY ACTIVITY, WORK OR THINGS WHICH MAY BE PERMITTED OR SUFFERED BY LICENSEE IN OR ABOUT THE CONVENTION CENTER OR FROM ANY BREACH OF DEFAULT IN THE PERFORMANCE OF ANY OBLIGATION ON LICENSEE'S PART TO BE PERFORMED UNDER ANY PROVISION OF THIS LICENSE AGREEMENT OR ARISING FROM ANY NEGLIGENCE OF LICENSEE OR ANY OF ITS AGENTS, CONTRACTORS, EMPLOYEES OR INVITEES, INCLUDING BUT NOT LIMITED TO THE USE OF PATENTED, TRADEMARKED OR COPYRIGHTED MATERIALS, EQUIPMENT, DEVICES, PROCESSES OR DRAMATIC RIGHTS FURNISHED TO OR USED BY LICENSEE, ITS EXHIBITORS OR OTHER PERSONS IN CONNECTION WITH LICENSEE'S USE OF THE CONVENTION CENTER. SUCH INDEMNIFICATION SHALL NOT BE EFFECTIVE TO THE EXTENT THAT THE DAMAGE OR INJURY RESULTS FROM NEGLIGENCE OF LICENSOR. LICENSEE HEREBY ASSUMES ALL RISK OF DAMAGE TO ITS PROPERTY PLACED IN THE CONVENTION CENTER OR INJURY TO ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, INVITEES OR ANY ATTENDEES AT THE EVENT OR IN OR ABOUT THE CONVENTION CENTER FROM ANY CAUSE, AND HEREBY WAIVES ALL CLAIMS IN RESPECT THEREOF AGAINST LICENSOR EXCEPT TO THE EXTENT SUCH DAMAGE RESULTS DIRECTLY FROM THE NEGLIGENCE OF LICENSOR.

13. APPROVAL OF FLOOR PLANS

LICENSEE SHALL PROVIDE THE LICENSOR WITH A TO SCALE FLOOR PLAN PRIOR TO SALE OR ASSIGNMENT OF BOOTH SPACE AND NO LATER THAN THIRTY (30) DAYS BEFORE LICENSEE PUBLISHES OR DISTRIBUTES ANY MATERIAL CONTAINING SUCH INFORMATION. SUCH FLOOR PLANS SHALL INDICATE ALL SPACES TO BE USED FOR EXHIBITS, REGISTRATION, DEMONSTRATION AREAS AND STAGES AND ARE SUBJECT TO PRIOR APPROVAL BY LICENSOR AND THE LYNNWOOD FIRE MARSHAL. THE FLOOR PLAN PROVIDED SHALL BE ON 8.5" X 11" OR 8.5"

X 14" PAPER AND SET FORTH ALL INFORMATION PERTINENT TO OPERATING POLICIES FOR THE EXPOSITION. THE LICENSOR HEREBY RESERVES THE RIGHT, BY WRITTEN NOTICE TO LICENSEE WITHIN TEN (10) DAYS OF RECEIPT OF THE FLOOR PLAN, TO REQUIRE LICENSEE TO MAKE SUCH CHANGES, DELETIONS AND ADDITIONS IN THE FLOOR PLAN AND THE OPERATION POLICIES DESCRIBED THEREIN AS LICENSOR AND LYNNWOOD FIRE MARSHAL MAY DEEM REASONABLY NECESSARY OR DESIRABLE TO THE SAFE AND EFFICIENT OPERATION OF THE CENTER. ANY FINAL PLAN, IF DIFFERENT FROM THE PLAN ORIGINALLY SUBMITTED, SHALL BE RE-SUBMITTED NOT LESS THAN THIRTY (30) DAYS PRIOR TO THE EVENT.

14. VEHICLES

GASOLINE POWERED VEHICLES MAY BE DISPLAYED PROVIDED THEY ARE IN FULL WORKING ORDER AND WITH A MAXIMUM OF ONE QUARTER TANK [NO MORE THAN FIVE (5) GALLONS] OF GAS REMAINING IN THE TANK. A LOCKING GAS CAP MUST BE INSTALLED OR THE TANK MUST BE ADEQUATELY SEALED IN SOME OTHER APPROPRIATE MANNER. ALL BATTERY CABLES MUST BE DISCONNECTED AND TAPED TO AVOID POTENTIAL SPARKS. FUEL IS TO BE DISPENSED OR REMOVED WITH APPROPRIATE SAFETY EQUIPMENT. LIQUID PETROLEUM TANKS, EMPTY OR FULL, ARE NOT TO BE STORED IN THE BUILDING.

ALL ELECTRICAL EQUIPMENT MUST BE UL APPROVED AND GASOLINE ENGINES MUST BE AGA APPROVED. INSTALLATION OF ALL SUCH EQUIPMENT IS TO BE UNDER THE SUPERVISION OF LICENSOR.

15. MOTORIZED EQUIPMENT

LICENSEE SHALL NOT, WITHOUT PRIOR WRITTEN APPROVAL OF LICENSOR, PUT UP OR OPERATE ANY ENGINE, OR MOTOR, OR MACHINERY ON THE PREMISES, OR IN THE CONVENTION CENTER USING OILS, BURNING FLUIDS, CAMPHENE, KEROSENE, NAPHTHA, OR GASOLINE FOR EITHER MECHANICAL OR OTHER PURPOSES, USING ANY AGENT OTHER THAN ELECTRICITY FOR ILLUMINATION, OR OTHERWISE BRING COMBUSTIBLE, EXPLOSIVE, OR OTHER DANGEROUS OR HAZARDOUS MATERIALS INTO THE CONVENTION CENTER.

16. SIGNS AND DECORATIONS

ALL DECORATIONS, DRAPES, SIGNS, BANNERS, TABLE COVERINGS AND SKIRTS, CARPETING OR SIMILAR DECORATIVE MATERIALS USED IN EXHIBITS SHALL BE FLAME RETARDANT TO THE SATISFACTION OF THE LYNNWOOD FIRE MARSHAL. ALL SUCH MATERIAL IS SUBJECT TO INSPECTION AND FLAME TESTING BY THE FIRE MARSHAL. LICENSEE SHALL PROVIDE THE FIRE MARSHAL WITH A COPY OF THE CERTIFICATION OF FLAMMABILITY STANDARD FROM THE MANUFACTURER.

LICENSEE SHALL NOT, WITHOUT LICENSOR'S PRIOR WRITTEN APPROVAL, BRING OR PERMIT ANY DECORATIVE MATERIALS IN OR ABOUT THE CONVENTION CENTER INCLUDING, BUT NOT LIMITED TO: CREPE PAPER; CELLOPHANE; CONFETTI; COTTON; CORNSTALK; LEAVES; EVERGREEN BOUGHS; SHEAVES OF GRAIN; STREAMERS; STRAW; PAPER; VINES OR MOSS.

OILCLOTH, TARPAPER, SISAL PAPER, NYLON AND CERTAIN OTHER PLASTIC MATERIALS CANNOT BE MADE FLAME RETARDANT AND THEIR USE IS PROHIBITED.

17. CONCESSIONS/CATERING

SMG IS THE EXCLUSIVE CATERER ON BEHALF OF THE LYNNWOOD CONVENTION CENTER.

SMG RESERVES FOR ITSELF OR ITS AGENTS, CONTRACTORS OR CONCESSIONAIRES THE SOLE RIGHT TO THE FOLLOWING SERVICES:

- A) SALES AND SERVING OF ALL ON-SITE CONSUMABLE FOODS, CONFECTIONS AND BEVERAGES (ALCOHOLIC AND NON-ALCOHOLIC) AND TOBACCO PRODUCTS;

B) SALES OF SOUVENIRS, NOVELTIES, PROGRAMS AND OTHER MERCHANDISE.

LICENSEE SHALL PAY SUCH RATES OR FEES TO LICENSOR, AS LICENSOR SHALL DETERMINE FOR WAIVER OF LICENSOR'S EXCLUSIVE RIGHTS.

LICENSEE SHALL NOT GIVE AWAY OR SELL ITEMS UNDER THE TERMS OF THE LICENSE AGREEMENT WITHOUT THE WRITTEN PERMISSION OF LICENSOR. LICENSEE IS RESPONSIBLE FOR ENTERING INTO A SEPARATE AGREEMENT WITH SMG COVERING SERVICES TO BE PROVIDED.

SMG MUST APPROVE, IN ADVANCE, ALL EXHIBITOR OR LICENSEE'S REQUESTS FOR FOOD OR BEVERAGE SAMPLE PRODUCTS DISTRIBUTED FROM EXHIBITION BOOTHS OR ANY OTHER AREAS WITHIN THE CONVENTION CENTER.

EXHIBITORS WHO MANUFACTURE, PROCESS OR DISTRIBUTE FOOD AS A NORMAL COURSE OF THEIR BUSINESS MAY DISTRIBUTE SAMPLES PROVIDED THEIR FOOD SAMPLES ARE NO LARGER THAN BITE SIZE, AND BEVERAGES ARE NO LARGER THAN THREE (3) OUNCES.

EXHIBITORS WHO DO NOT MANUFACTURE, PROCESS OR DISTRIBUTE FOOD AS A NORMAL COURSE OF BUSINESS MAY PURCHASE PRODUCT FROM LICENSOR'S FOOD SERVICE CATERER, AT RETAIL PRICES, AND NO RESTRICTION ON THE SIZE WILL BE APPLIED.

LICENSEE SHALL NOTIFY THEIR EXHIBITORS AND CONTRACTORS OF THESE RULES AND REGULATIONS AND BE RESPONSIBLE FOR THEIR ENFORCEMENT. LICENSEE SHALL ALSO BE RESPONSIBLE FOR PAYMENT OF ALL APPLICABLE FEES AND CHARGES SHOULD THEIR EXHIBITORS OR CONTRACTORS DEFAULT OR FAIL TO MEET THEIR OBLIGATIONS, WITH RESPECT TO THE RULES AND REGULATIONS.

18. EXHIBITOR SERVICES/UTILITIES

LICENSOR RESERVES THE EXCLUSIVE RIGHT TO FURNISH, INSTALL, OR PROVIDE; DATA/TELECOMMUNICATION SERVICES; ELECTRICAL SERVICES; AIR/WATER/DRAIN SERVICES; AND FOOD & BEVERAGE SERVICES. SUCH SERVICES SHALL BE PROVIDED TO THE REQUESTOR UPON RECEIPT OF A WRITTEN ORDER AND WILL BE CHARGED TO THE REQUESTING PARTY AT THE THEN PREVAILING RATES FOR SUCH SERVICES.

19. SECURITY

LICENSOR MAINTAINS SECURITY FOR THE CONVENTION CENTER PERIMETER AND INTERNAL AREAS. LICENSEE IS RESPONSIBLE FOR COMPLETE SECURITY WITHIN EXHIBIT AREAS, MEETING ROOMS, AND OTHER LICENSED AREAS. LICENSOR WILL HAVE FINAL APPROVAL OF SECURITY REQUIREMENTS FOR ALL EVENTS CONDUCTED WITHIN THE CONVENTION CENTER. ALL SECURITY OR OTHER PROTECTIVE SERVICE DESIRED BY LICENSEE MUST BE PROVIDED AT THEIR SOLE COST AND EXPENSE.

20. SUPPLY OF KEYS TO THE CONVENTION CENTER

LICENSOR SHALL HAVE AVAILABLE TO IT AT ALL TIMES TOTAL AND COMPLETE ACCESS TO ALL PORTIONS OF THE CONVENTION CENTER INCLUDING, BUT NOT LIMITED TO, THE LICENSED AREAS. LICENSOR RESERVES TO ITSELF THE SOLE RIGHT TO REKEY ANY DOOR IN THE CONVENTION CENTER. LICENSEE MAY REQUEST ROOMS TO BE REKEYED BY LICENSOR AND SHALL PAY FOR THIS SERVICE. IN THE EVENT LICENSOR DETERMINES IT TO BE NECESSARY TO REMOVE ANY LOCKS, WHICH HAVE BEEN INSTALLED BY LICENSEE, LICENSOR MAY ORDER SUCH REMOVAL, THE COST OF WHICH SHALL BE BORNE BY LICENSEE.

21. COMMON AREAS

THE PARKING AREAS, PLAZA, LOBBIES, ALL FACILITY ENTRANCES AND EXITS ARE CONSIDERED COMMON AREAS AND GENERALLY NOT UNDER LICENSEE CONTROL. ALL ACTIVITIES USING COMMON AREAS ARE SUBJECT TO

PRIOR WRITTEN APPROVAL OF LICENSOR, AND MUST TAKE INTO CONSIDERATION THE REQUIREMENTS OF ALL LICENSEES USING THE CONVENTION CENTER. DETAILED FLOOR PLANS WITH SPECIFICATIONS ARE TO BE SUBMITTED TO LICENSOR FOR PRIOR WRITTEN APPROVAL FOR ALL USE OF COMMON AREAS.

22. FEE FOR SUPPORT PERSONNEL, EQUIPMENT AND SERVICES

LICENSOR SHALL PROVIDE ALL PERSONNEL SERVICES IN SUPPORT OF LICENSEE'S ACTIVITIES, INCLUDING, BUT NOT LIMITED TO: EVENT MAINTENANCE, FOOD SERVICE AND EMERGENCY MEDICAL PERSONNEL.

FINAL DETERMINATION OF THE NUMBER OF PERSONNEL AND THE HOURS WORKED BY THE VARIOUS CATEGORIES SHALL BE AT THE DISCRETION OF LICENSOR, AFTER CONSULTATION WITH LICENSEE. LICENSEE SHALL PAY FOR ALL EVENT PERSONNEL AT RATES ESTABLISHED AND ON FILE IN LICENSOR'S ADMINISTRATIVE OFFICE. LICENSEE SHALL BE RESPONSIBLE FOR MAKING ALL ARRANGEMENTS WITH LICENSOR FOR ALL PROGRAM REQUIREMENTS AND STAFFING. SUCH ARRANGEMENTS SHALL BE COORDINATED AND APPROVED BY LICENSOR AT LEAST FORTY-FIVE (45) DAYS BEFORE THE BEGINNING OF THE TERM OF THE LICENSE AGREEMENT. IN THE EVENT LICENSEE FAILS TO DO SO, THEN THE DECISION OF LICENSOR SHALL CONTROL AND LICENSEE SHALL BE FINANCIALLY RESPONSIBLE FOR ALL CHARGES FOR SUCH SERVICES AND EQUIPMENT SO FURNISHED.

23. HOUSEKEEPING

LICENSOR'S PERSONNEL WILL MAINTAIN ALL PUBLIC ACCESS AREAS, WHICH INCLUDE LOBBIES, HALLWAYS, RESTROOMS, MEETING ROOMS (EXCEPT WHEN UTILIZED AS EXHIBIT AREA), SHOW OFFICES (IF REQUESTED). THESE SERVICES ARE INCLUDED IN THE RENT AND ARE PROVIDED AT NO EXTRA COST TO LICENSEE.

ALL JANITORIAL AND CLEANING SERVICE (EXCEPT AS DESCRIBED IN THE PARAGRAPH ABOVE) BEGINNING WITH THE OPENING DAY OF MOVE-IN, DURING SHOW DAYS, AND THROUGH THE FINAL DAY OF MOVE-OUT SHALL BE THE RESPONSIBILITY OF LICENSEE.

LICENSEE SHALL BE RESPONSIBLE FOR ARRANGING REMOVAL OF BULK TRASH, CRATES, PALLETS, PACKING MATERIAL AND ANY OTHER EXCESSIVE TRASH. LICENSEE IS RESPONSIBLE FOR ANY UNUSUAL AMOUNT OF DIRT, DEBRIS, OIL OR GREASE. REQUESTS FOR SPECIAL HOUSEKEEPING SERVICES WILL BE PROVIDED AT AN ADDITIONAL FEE TO LICENSEE.

LICENSEE IS RESPONSIBLE TO INSTRUCT DECORATORS, CONTRACTORS AND SUBCONTRACTORS TO CLEAN UP AFTER THEMSELVES AND MAINTAIN A SAFE WORKING ENVIRONMENT.

EXHIBITORS WITH DISPLAYS HAVING DAMP GARBAGE OR SIMILAR DEBRIS ARE REQUIRED TO PLACE THIS REFUSE IN DISPOSABLE CONTAINERS. THESE CONTAINERS ARE THE RESPONSIBILITY OF THE EXHIBITOR OR LICENSEE.

EACH MEETING ROOM WILL BE PROVIDED WITH ONE (1) OVERNIGHT CLEANING PER EVENT DAY AT NO EXTRA COST TO LICENSEE.

24. SERVICE COMPANIES

LICENSEE SHALL SUBMIT TO LICENSOR, IN WRITING, THIRTY (30) DAYS IN ADVANCE OF THE FIRST MOVE-IN DATE A LIST OF SERVICE COMPANIES PROVIDING A SERVICE TO THE EXHIBITORS. LICENSEE SHALL BE RESPONSIBLE FOR SAID COMPANIES TO BE PROPERLY LICENSED AND INSURED PRIOR TO ENTERING THE CONVENTION CENTER. SERVICE COMPANIES SHALL PROVIDE A COPY OF THEIR BUSINESS LICENSE AND CERTIFICATE OF LIABILITY INSURANCE IN THE AMOUNT OF ONE MILLION (\$1,000,000) DOLLARS TO LICENSOR AT LEAST TEN (10) DAYS IN ADVANCE OF LICENSEE'S MOVE-IN DATE.

25. TICKET AND ACCOUNT CONTROL FOR CONSUMER SHOWS AND PUBLIC EVENTS

THE GENERAL MANAGER SHALL HAVE THE RIGHT IN CONNECTION WITH THE USE OF THE CONVENTION CENTER TO PRESCRIBE THE FORM OF TICKETS, ACCOUNT RECORDS AND REPORTS USED BY LICENSEE IN SELLING TICKETS TO EVENTS STAGED AT THE CONVENTION CENTER. THE GENERAL MANAGER ALSO SHALL HAVE THE RIGHT TO AUDIT ALL SUCH RECORDS. LICENSOR SHALL NOT PROVIDE STAFF SERVICES RELATED TO EITHER OFF-SITE OR ON-SITE TICKET SALES. LICENSEE SHALL IN ALL CASES MAKE PROVISIONS FOR THE SALE OF SUCH TICKETS THROUGH CONTRACT OR OTHERWISE, AND SHALL ASSURE AND CONFORM TO THE ACCEPTED AND LEGAL AND BUSINESSLIKE STANDARDS WHEN SELLING SUCH TICKETS. LICENSEE SHALL PROVIDE AT THEIR SOLE EXPENSE, ADEQUATE AND QUALIFIED BOX OFFICE MANAGEMENT PERSONNEL, AS WELL AS SALES STAFF TO PROVIDE SUCH SERVICES.

LICENSEE IS RESPONSIBLE TO MEET ALL CITY AND STATE REQUIREMENTS FOR THE SALE OF TICKETS INCLUDING OBTAINING ALL NECESSARY PERMITS AND PAYMENT OF ALL TAXES AND FEES. ALL TICKETS SOLD FOR CONVENTION CENTER STAGED EVENTS SHALL BE ORDERED FROM A BONDED AND RECOGNIZED TICKET PRINTING COMPANY AND SHALL BE ACCOMPANIED BY A TICKET PRINTER'S MANIFEST, OR SHALL BE PROGRAMMED INTO AN APPROVED COMPUTER SYSTEM.

PUBLIC SHOWS AND CONSUMER EXHIBITIONS SELLING TICKETS ON-SITE AT THE CONVENTION CENTER MUST ALLOW FOR AN EFFECTIVE AND SAFE CROWD MANAGEMENT PLAN BY CONTROLLING THE QUEUING OF GUESTS AT THE ENTRY TO THE FACILITY. THE TICKET OFFICE HAS SIX (6) WINDOWS AND EQUIPPED WITH SPEAKERS, ELECTRICAL POWER, HEAT AND LIGHTS. THERE WILL BE A ONE-TIME USE FEE TO BE ESTABLISHED BY LICENSOR.

LICENSEE WILL PROVIDE AND STAFF, AT THEIR SOLE EXPENSE, A PUBLIC INFORMATION DESK DURING ALL SHOW HOURS TO RESPOND TO ATTENDEE QUESTIONS, COMMENTS AND COMPLAINTS; ANSWER INCOMING GENERAL INFORMATION TELEPHONE CALLS; AND PROVIDE ANY ADDITIONAL INFORMATION REQUIRED BY THE ATTENDEES. LICENSEE WILL ALSO PROVIDE ON-FLOOR MANAGEMENT STAFF DURING MOVE-IN, SHOW AND MOVE-OUT HOURS TO ASSIST EXHIBITORS AND ATTENDEES AS NEEDED.

26. PERMITS, LICENSES AND TAXES

LICENSEE SHALL BE REQUIRED TO COMPLY WITH, AND ACQUIRE ANY AND ALL APPLICABLE FEDERAL, STATE AND/OR MUNICIPAL PERMITS OR LICENSES FOR DOING BUSINESS WITHIN THE STATE OF WASHINGTON AND THE MUNICIPALITY OF LYNNWOOD.

LICENSEE SHALL PAY ALL TAXES OF WHATEVER NATURE BECOMING DUE BY REASON OF ITS USE OF CONVENTION CENTER FACILITIES, AND SHALL INDEMNIFY LICENSOR AGAINST ALL LIABILITY FOR ANY SUCH TAXES.

27. CAPACITIES

OCCUPANCY WILL NOT BE PERMITTED INSIDE ANY CONVENTION CENTER FACILITY IN EXCESS OF THE ESTABLISHED ROOM CAPACITY AS ESTABLISHED BY THE LYNNWOOD FIRE MARSHAL.

28. ADVERTISING

ALL ADVERTISING FOR EVENTS AT WHICH AN ADMISSION IS CHARGED MUST STATE THE TOTAL ADMISSION PRICE. LICENSEE SHALL NOT ADVERTISE ANY EVENT UNLESS, AND UNTIL, A LICENSE AGREEMENT HAS BEEN FULLY EXECUTED.

29. CARPET TAPE

LICENSEE AND LICENSEE'S SERVICE CONTRACTORS ARE RESPONSIBLE FOR THE REMOVAL OF TAPE RESIDUE MARKS ON THE EXHIBIT HALL FLOOR AND/OR ON ANY CONVENTION CENTER EQUIPMENT. LICENSOR RECOMMENDS THE USE OF RESIDUE-RESISTANT TAPE. NO CHALK SHALL BE USED ON CONVENTION CENTER CARPET. REMOVAL AND DAMAGE COSTS INCURRED BY LICENSOR FROM THE USE OF NON-RECOMMENDED TAPE WILL BE CHARGED TO LICENSEE.

30. ALTERATION OF PREMISES, DEFACEMENT OF PROPERTY, DAMAGES

EACH LICENSEE SHALL ACCEPT THE PREMISES IN THE CONDITION THEY FIND THEM AND SHALL RETURN THE PREMISES IN THE SAME CONDITION AT THE CONCLUSION OF THE PERIOD OF THE LICENSE AGREEMENT. NO ALTERATIONS OR CHANGES SHALL BE MADE WITHOUT THE PRIOR APPROVAL OF THE GENERAL MANAGER. ALTERATIONS INCLUDED IN THIS POLICY INCLUDE, BUT ARE NOT LIMITED TO, MOVEMENT OF INTERIOR PLANTS, MOVEMENT OF EQUIPMENT, OR RELOCATION OF FURNISHINGS.

LICENSEE OR THEIR REPRESENTATIVE SHALL, WITH A REPRESENTATIVE OF THE LICENSOR INSPECT, PRIOR TO OCCUPANCY, THOSE AREAS OF THE CONVENTION CENTER TO BE USED AND EQUIPMENT TO BE UTILIZED, TO ENSURE THAT THEY ARE IN PROPER CONDITION FOR THE USES CONTEMPLATED BY LICENSEE. AT THE CONCLUSION OF THE EVENT, LICENSEE, OR THEIR REPRESENTATIVE SHALL, WITH A REPRESENTATIVE OF LICENSOR, INSPECT THE CONVENTION CENTER TO DETERMINE DAMAGES, IF ANY, RESULTING FROM LICENSEE'S EVENT. LICENSOR SHALL NOTIFY LICENSEE WITHIN A REASONABLE TIME PERIOD THE EXTENT OF AND COST TO REPAIR THE DAMAGES, THE COST OF WHICH SHALL BE BORNE BY LICENSEE.

LICENSEE SHALL NOT PERMIT ANYTHING THAT WILL TEND TO INJURE, MAR OR IN ANY MANNER DEFACE THE CONVENTION CENTER AND WILL NOT DRIVE, OR INSTALL, OR PERMIT TO BE DRIVEN OR INSTALLED ANY NAILS, HOOKS, TACKS, OR SCREWS INTO ANY PART OF THE CONVENTION CENTER, AND WILL NOT MAKE OR ALLOW TO BE MADE ANY ALTERATIONS OF ANY KIND TO THE BUILDING OR EQUIPMENT OF THE CONVENTION CENTER.

ANY TYPE OF DAMAGE TO ANY CONVENTION CENTER PROPERTY OR EQUIPMENT IS TO BE REPORTED IMMEDIATELY TO LICENSOR'S SECURITY CONTROL OFFICE.

31. SIGNS AND POSTERS

LICENSEE SHALL NOT POST OR EXHIBIT, OR ALLOW TO BE POSTED OR EXHIBITED ANY SIGNS, ADVERTISEMENTS, SHOW BILLS, LITHOGRAPHS, POSTERS OR CARDS OF ANY DESCRIPTION ON ANY PART OF THE CONVENTION CENTER, UNLESS RELATING TO THE EVENT AND WITHOUT THE PERMISSION OF LICENSOR.

32. NO SMOKING

THE CONVENTION CENTER IS A NON-SMOKING BUILDING. LICENSOR HAS DESIGNATED SMOKING AREAS OUTSIDE THE CONVENTION CENTER. UPON WRITTEN REQUEST FROM LICENSEE, CERTAIN AREAS OUTSIDE OF THE CONVENTION CENTER MAY BE DESIGNATED AS SMOKING AREAS, WITH THE APPROVAL OF THE GENERAL MANAGER.

33. OUTSIDE EXHIBITS

UNDER NO CIRCUMSTANCES SHALL LICENSEE PLACE EXHIBITS OUTSIDE OF ANY CONVENTION CENTER FACILITY OR IN ANY PARKING AREA, UNLESS THE AREA HAS BEEN CONTRACTED FOR AS AN EXHIBIT SPACE.

34. GRATUITIES

LICENSOR'S POLICY STRICTLY PROHIBITS ANY OF LICENSOR'S EMPLOYEES FROM ACCEPTING ANY GIFTS, GRATUITIES, LOANS, FAVORS OR ANY OTHER ITEMS OF MONETARY VALUE FROM PARTIES DOING BUSINESS WITH LICENSOR. LICENSEE AND THEIR EXHIBITORS SHOULD BE AWARE OF THIS POLICY AND REFRAIN FROM

ANY SUCH ACTIVITIES.

35. COPYRIGHT FEES

NO COPYRIGHTED MATERIAL SHALL BE PRESENTED IN ANY MANNER IN CONNECTION WITH THE USE OF THE CONVENTION CENTER UNLESS ARRANGEMENTS FOR ALL ROYALTIES AND FEES FOR SUCH PRESENTATION SHALL FIRST HAVE BEEN MADE WITH SATISFACTORY EVIDENCE OF SUCH ARRANGEMENTS PRESENTED TO THE GENERAL MANAGER PRIOR TO SUCH A PROGRAM.

36. BROADCAST/TELECAST

THE APPLICATION FOR A LICENSE AGREEMENT SHALL STATE IF THE APPLICANT INTENDS TO BROADCAST BY RADIO, TELEVISION OR RECORD BY ANY MEANS THE EVENT OR ANY PORTION OF THE EVENT. NO SUCH BROADCAST, TELECAST OR RECORDING IS AUTHORIZED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE GENERAL MANAGER. LICENSOR RESERVES THE RIGHT TO A NEGOTIATED PERCENTAGE OF ANY REVENUE DERIVED FROM SUCH BROADCAST, TELECAST OR RECORDING. LICENSEE SHALL PAY IN ADVANCE ALL EXPENSES OF ANY SUCH BROADCAST, TELECAST OR RECORDING WHEN APPROVED BY THE GENERAL MANAGER.

37. BALLOONS

HELIUM BALLOONS MAY NOT BE GIVEN OUT IN THE CONVENTION CENTER. HELIUM BALLOONS FOR DECORATIVE PURPOSES ARE SUBJECT TO PRIOR WRITTEN APPROVAL OF LICENSOR. REMOVAL OF ANY BALLOONS AFTER THE EVENT WILL BE CHARGED TO LICENSEE AT A PREVAILING RATE.

38. VACATION OF LICENSED SPACE

IN THE EVENT THAT THE LICENSED SPACE IS NOT VACATED BY LICENSEE AT THE END OF THE PERIOD SET FORTH IN THE LICENSE AGREEMENT, LICENSOR SHALL MOVE, AT THE EXPENSE OF LICENSEE, ANY AND ALL GOODS, WARES, MERCHANDISE AND PROPERTY OF ANY AND ALL KINDS OF DESCRIPTION.

LICENSOR HAS THE SOLE RIGHT TO COLLECT AND HAVE CUSTODY OF ARTICLES LEFT IN THE BUILDING BY PERSONS ATTENDING ANY EVENT, EXHIBIT OR ENTERTAINMENT GIVEN OR HELD IN THE CONVENTION CENTER.

39. NON-EXCLUSIVE RIGHT

LICENSOR RETAINS THE RIGHT TO USE AND/OR LICENSE USE OF SUCH PORTIONS OF THE CONVENTION CENTER AS ARE NOT LICENSED BY THE LICENSE AGREEMENT. LICENSOR ALSO RETAINS THE RIGHT TO RE-ENTER ALL OR ANY PART OF THE LICENSED SPACE THAT SHOULD BECOME VACANT OR UNUSED AND TO DETERMINE THAT SUCH VACANT OR UNUSED SPACE MAY BE OFFERED FOR OTHER USE, WITH RECEIPTS THEREFROM GOING TO LICENSOR WITH AN APPROPRIATE ADJUSTMENT TO LICENSEE OF ITS RENT FOR SUCH SPACE.

40. RESIDUAL MATTERS

ALL MATTERS, RULES, REGULATIONS OR DEVIATIONS NOT OUTLINED WITHIN THIS DOCUMENT, WILL BE DECIDED UPON BY THE GENERAL MANAGER.

41. CHANGES TO RULES AND REGULATIONS

THESE RULES AND REGULATIONS MAY BE CHANGED BY SMG AT ANYTIME WITHOUT ADVANCE NOTICE.

