

EXHIBITOR SERVICE CONTRACT TERMS AND CONDITIONS

The Terms and Conditions stated below are subject to change based upon applicable Federal, State and Local laws, statutes, executive orders, rules regulations and ordinances.

- I. AMERICANS WITH DISABILITIES ACT - All events, floor plans and exhibits must comply with ADA.
- II. ANIMALS - For the safety and wellbeing of our guests, animals are not permitted in the Center. Limited approval may be given for an exhibit/display which absolutely requires the use of an animal. The Client is responsible for obtaining all appropriate permits. Guide, signal, or service animals (as defined by Law) are welcomed in the Center. All animal needs are the responsibility of the Client, Exhibitor and/or Guest.
- III. AUTO DISPLAYS/MOTORIZED VEHICLES/VEHICLES - NOTE: DEALERS WISHING TO DISPLAY OR SELL MOTOR VEHICLES AT A SHOW THAT IS OPEN TO THE PUBLIC MUST HAVE A PERMIT WITH THE COMMONWEALTH OF KENTUCKY.
Exhibitors wishing to display or temporarily use gasoline or diesel motorized vehicles and equipment must conform to all state & local fire codes, including code NFPA 54 and return the completed Vehicle Display form to the Center fourteen (14) days prior to official show installation.
 - A. THE TEMPORARY USE OR EXHIBITION OF GASOLINE POWERED MOTOR VEHICLES; BOATS SHALL CONFORM TO THE FOLLOWING:
 1. Move-in, move-out and/or any movement within the Center of vehicles must be scheduled with Event Planner. The scheduled times must be times the Center is unoccupied.
 2. The installation or operation of all equipment shall be under the supervision of a competent operator.
 3. The Client who executed the Center Rental Contract shall employ a Center Security Officer whenever vehicle engines are to be used to enter the building. The Center shall determine: The number of personnel and whether a member of the Covington Fire Department is required to be employed. (See published rates for details.)
 4. The maximum amount of fuel permitted to remain in a tank shall be five gallons for gasoline vehicles and ten gallons for diesel vehicles. **(Or a maximum of 1/8th tank—whichever is lesser amount)**
 5. A locking type of gas cap shall be installed on all gas tanks or caps secured with tape to prevent tampering and the escape of vapors.
 6. All batteries shall be disconnected while the vehicle is not in actual use. Exception made on Hybrid high voltage battery.
 7. Fueling or de-fueling of vehicles shall not take place inside the building or on the Center's property.
 8. Visqueen must be placed under the vehicle for any possible leakage.
 9. Ignition keys for vehicles on display shall be kept by a responsible person at the display location or in the Center's Security Office for the removal of such vehicles from the building in event of emergency.
 10. Vehicles with LP-Gas fuel systems, LNG or CNG fuel systems must have the cylinder shutoff valve closed.
 11. Vehicles with LP-Gas, LNG or CNG fuel systems shall not be parked near sources of heat, open flames, or similar sources of ignition.
 12. The use of aerosol to shine tires creates a dangerous slip condition on the floors and is prohibited.
 13. Motorized vehicles, forklifts, gas or electric carts, bicycles, scooters, and similar equipment may not be operated on any tile or terrazzo areas of the building.
- IV. BANNERS/SIGNAGE
 - A. Signage is not permitted on the streets, sidewalks or right-of-way adjoining the Center.
 - B. Temporary signs or decorations may not be attached to permanent Center structures.
 - C. Building signage, graphics, displays, restrooms, elevators, escalators, and similar features may not be blocked in any manner.
 - D. Requests to hang banners and large signs within the Center, must be submitted to your Customer Services Coordinator for approval FOURTEEN WORKING DAYS PRIOR TO EVENT START DATE. Installation will be arranged with authorized Center maintenance personnel. See published rate schedule for details on assessed charges.
 - E. Large signs and banners must be delivered to the Center 72 BUSINESS HOURS PRIOR TO THE INSTALLATION DATE. Signs delivered after that time will be put in place only if it is logistically possible as determined by the Director of Operations.
- V. BOOTHS/DISPLAYS/EXHIBITS
 - A. FIRE CODE REGULATIONS - Please refer to "FIRE CODE REGULATIONS" Section XIII within these terms.
 - B. FLOOR PLANS/BOOTH LAYOUT
 1. Restrooms, concession stands, and emergency exits shall be always visible and accessible and not physically blocked.
 2. The utilities come from the ceiling in the Event Center.
 3. Service drops are made to the back of each booth.
 4. The Center reserves the right to decline move-in and set-up of an exhibit that was not approved in advanced.
 - C. FLOORING
 1. Carpet - Although the Center's Event Center, Ballroom, Meeting Rooms, and most Lobby Space are carpeted; should an exhibitor choose to bring their own carpeting for their booth (verses ordering carpet from the show decorator) GAFFER TAPE IS THE ONLY CENTER APPROVED TAPE to be used to adhere the carpet to the Center's existing flooring. DUCT TAPE IS PROHIBITED. Any damage occurred to the Center will be billed to the Client/Show Promoter at prevailing time and labor fees.
 2. Hard Surface (Tile, Hardwood or like surfaces) - Plastic must be laid under the exhibitor's constructed floor. Any damage occurred to the Center will be billed to the Client/Show Promoter at prevailing time and labor fees.
 - D. HAZARDOUS WASTE - The disposal of toxic waste or non-biodegradable waste (anything other than water) is not permitted in drains, the Center's refuse compactor or recycling open top container. Removal of such waste is the responsibility of the Client/Show Promoter/Exhibitor.
 - E. LANDSCAPING and BUILDING MATERIALS ON DISPLAY
 1. No bricks/stonework can be placed directly on the floor of the facility.
 2. A covering must be laid first on which bricks/stonework are to be set.
 3. The Center must have a diagram/list of the materials that you will be using.
 4. Live trees, shrubs, etc. for landscaping displays are permitted.
 5. Use ice or a spray bottle to water plants.
 6. Only non-acidic mulch may be used & must be laid on top of plastic/plywood.

7. Client/Show Promoter/Exhibitor must remove all live plant material, dirt, sand, pavers, concrete blocks, wood, etc. from Center property during the pre-established move-out hours.
 8. Any damage that occurs to the facility will be billed to the Client responsible for license agreement.
 - F. **LOADING DOCKS** - The Loading dock, located off RiverCenter Blvd. side of the Center, is solely for unloading and loading materials to be used during an event at the Center and is contracted by the Client/Promoter for use. Access to the dock area is regulated by Client/Show Promoter and Center security. Parking at loading docks is restricted to authorized personnel only. Authorized vehicles must display a dashboard parking pass, park head-in only and obey all customary parking regulations or be subject to removal at the owner's expense. Dashboard passes will be issued to the Client through the Event's Event Planner.
 - G. **STAGING** - In addition to equipment and furniture placed within a booth space, Exhibitors are allowed to stage the following items:
 1. Boxed or loose product, materials, or literature.
 2. Fiber cases used to ship pop-up displays.
 3. Personal items such as luggage, purses, briefcases, or coats.
 4. The following restrictions must be observed when staging these additional items:
 - a. The amount of product/materials/literature that may be staged within booth space must not exceed a one-day supply.
 - b. Items may be placed either in a display case, on a counter, on a shelving unit, in a closet, on a table, under a table or stacked neatly within the booth space.
 - c. Items that are placed under a table must not protrude outside the table dimensions.
 - d. Items that are stacked must not create a tripping hazard or hamper easy movement within the booth space.
 - e. Items may not be placed on or within six inches of floor ports, electrical wiring, or cabling.
 - f. Items may not be placed behind drape within the booth.
 5. For public safety and the protection of our Center, the use of cutting, welding or painting equipment must be approved by the Center. When equipment is approved, the floor is to be protected with plywood when using saws and other powered equipment to construct booths.
 6. Plastic should be used to protect floors when painting or applying spackle, tile, or like products.
 7. Spray painting indoors is prohibited.
 8. Any damage occurred to the Center will be billed to the Client/Show Promoter at prevailing time and labor fees.
 - H. **STORAGE OF CRATES, CARTONS, AND EXTRA MATERIALS** - The Center is not equipped with onsite storage space. This requires that all crates, pallets, and boxes be removed from the Center. Pallets, empty crates, cartons, and boxes may not be stored in the booth space. Storage of any material must be expedited through the Client/Show Decorator.
- VI. **CANCELLATIONS AND REFUNDS** - Notification of service cancellation must be received 10 days prior to scheduled opening date. Credit will not be given for service or equipment installed and not used, NO EXCEPTIONS. Claims regarding service operations will not be considered unless filed in writing by the exhibitor PRIOR to the close of the show. Please allow 14 days for processing.
- VII. **CONVENTION CENTER EQUIPMENT** - Clients/Show Promoters/Decorators/Exhibitors are prohibited from using building equipment. (E.g., ladders, tools, burgundy chairs, tables, stanchions, dollies, forklifts, vacuums, brooms, etc.) Equipment to service exhibit booths must come from the Client/Show Promoter/Decorator.
- VIII. **DECORATIONS**
- A. Decorations are not permitted to be attached to ceilings, painted surfaces, columns, fabric, decorative walls, fire sprinklers or to any structure or structures constituting part of the Center.
 - B. All decorative materials must be flameproof in accordance with all existing Fire & Safety Regulations.
 - C. **Glitter, poppers, confetti and/or confetti cannons are prohibited.**
 - D. **Helium filled or lighter-than-air balloons are not permitted to be used or given out on the premises.**
 - E. Table candles or alcohol-burning equipment must have the flame enclosed in glass.
 - F. The Center will install large decorations, banners, etc., only when arrangements satisfactory to the Center are made in advance. The Client will be charged on a time and materials basis for this service.
 - G. Free standing decorations and air-filled balloons may be used if they do not impede ingress and egress. Air containers to fill balloons should be equipped with safety caps and be mounted and chained to tank carts.
 - H. **PEEL-OFF LABELS, DECALS, AND TAPE**
 1. The distribution of peel off labels, stickers and decals is prohibited.
 2. The only Center approved tape is masking or gaffers to adhere items to the floor and wall papered walls.
 3. Removal of tape, tape residue and chalk marks from all contracted areas is the responsibility of the Client and their service contractor/ decorator. If tape, or chalk used by the Client, exhibitors, vendors and/or service contractor/ decorator leaves residue and/or damage, all cleaning and/or repair charges are the responsibilities of the Client.
- IX. **DELIVERY PROCEDURES** - The Center does not accept or ship freight for Clients or exhibitors. All freight must be handled through the Client or a general service contractor/ decorator who will deliver it to the facility during the approved move in period. Any freight scheduled for delivery to the Center during the move-in period must be to the attention of the Client or service contractor/ decorator.
- X. **EQUIPMENT & SERVICE PROCEDURES**
- A. **Equipment responsibility:** Exhibitor fully understands and accepts complete responsibility for all equipment leased to Exhibitor. Such responsibility shall include, but not limited to, damage, any necessary repairs, replacement of equipment not capable of being repaired to a fully functional status, loss of equipment, loss of income, and all other forms of loss or damage.
 - B. Lost, stolen, or damaged equipment will be charged to the exhibitor's authorized credit card at prevailing rates.
 - C. Changes to original orders will require an exhibitor contract to be signed by the exhibitor acknowledging the receipt of service.
 - D. The Center conducts an installation audit of services supplied. Exhibitors using services not ordered on a service contract form will be required to pay on site for services to continue service.
 - E. Rates quoted for all connections cover only the bringing of service to the booth in the most convenient manner and do not include connecting equipment or special wiring.
 - F. Requests for special services such as placing cords or relocating service(s) will include a labor charge at the prevailing rate.
 - G. All material and equipment furnished by the Center for this service contract shall remain the Center's property and shall be removed ONLY by the Center at the close of the show.
 - H. Prices are based on current rates and subject to change without notice.
 - I. 24-Hour Service: Add 50% to service requirement charge.
 - J. When 24-hour service is NOT required, exhibitor is required to turn equipment off at the end of each day or anticipate being billed for 24-hour service.
 - K. Any item weighing over 100 pounds will require special review by the Center's Facility Maintenance and the Convention Services Office.
 - L. Any special service requiring an outside contractor will be billed to the authorized exhibitor.
- XI. **FACILITY ACCESS** - Access to the Center will be granted per the time stated in the Event's Contract with Client.

- XII. **FIRE CODE REGULATIONS** - Fire Code Regulations will be strictly enforced at the Center. The Center was built in accordance with the Kentucky Fire Prevention Code 1996 Edition, with specific revisions and interpretations for review of occupancies and events. Compliance with this code and all applicable updates is mandatory. Prior to an Event opening and at any time during an event, the Fire Marshall may inspect any aspect of an exhibit to ensure requirements are met. If they are not, adjustments can be costly, and if any aspect of the exhibit imposes a significant fire/safety hazard, it will be prohibited from exhibiting. Highlights of pertinent provisions are outlined below:
- A. AISLES/EXITS/DOORWAYS
1. Means of egress shall be continuously maintained obstruction and impediment free to full instant use in case of emergency.
 2. No furnishings, decorations, or other objects shall obstruct exits, access thereto, egress there from, or visibility thereof.
 3. State Fire Marshal requires a 10' radius around all exit doors.
 4. Every door and every principal entrance that is required to serve as an exit shall be designed and constructed so that the path of egress travel is obvious and direct.
- B. FIRE RETARDANCY
1. All decoration and/or booth construction materials must be fire retardant. It is suggested that a certificate of retardancy be available at the event to prevent the need for possible on-site testing of the material. Fabrics must pass the NFPA-701 Code, and all other decoration and/or construction materials must pass the NFPA-703 Code as well as the UL-1975 test. General guidelines for material fire retardancy include:
 - a. Backdrops, tents, canopies, dust, and table covers, drapes and similar fabrics. (These fabrics can often be made fire retardant by a dry cleaner that can issue a certificate of fire retardancy. Suppliers and/or display manufacturers can also provide a certificate included with the materials.
 - b. Acoustical and decorative materials including, but not limited to, cotton, hay, paper, straw, moss, split bamboo, and wood chips shall be flame-retardant treated.
 - c. Corrugated cardboard/display boxes. (These materials can best be made fire retardant at a factory.)
 - d. Wood and wood by products. (If wood materials are not sufficiently fire retardant, a certified fire-retardant specialist using pressure impregnation or similar impregnation method must treat them.)
 - e. Polyurethane foam, plastic and similar products need to be treated as well.
 2. Materials that cannot be treated with flame retardant are prohibited.
- C. COMBUSTIBLE MATERIALS AND OPEN FLAME DEVICES
1. If an event must use any of these items for illumination or decorations, such as but limited to candles, gelled alcohol fuel fire bowls, firepots or fireplaces must comply with the following:
 - a. Prior notification and review by Center's Executive Director and possibly Covington Fire Chief and/or Covington Fire Marshall. Approval requests must be submitted in writing 60 days prior to event contracted start date. The request must state how the demonstration will avoid hazards to people and nearby objects. Plexiglas or similar protection is required whenever sparking may occur.
 - b. Must be contained in a non-combustible enclosure that totally encapsulates the flame providing a measure of safety to the public.
 - c. Must be positioned on a non-combustible surface with 24-inch clearance for the flame device from any combustibles including a booth back wall.
 - d. Must have a mechanism available to extinguish the flame quickly and safely.
 - e. Must have at least one multi-purpose fire extinguisher rated a minimum 2-A; 10-BC strategically located within 10 ft. of device.
 - f. Designated exhibit personnel should be familiar with the operation of a fire extinguisher.
 - g. Designated exhibit personnel must be in attendance whenever the device is in use.
 2. With Center approval, combustible materials for exhibit booths/displays/presentations shall be limited to a one-day supply. Storage of combustible materials behind the booth/display/stage is prohibited.
 3. Device must be allowed to cool before refueling.
 4. Flame must be extinguished ½ hour prior to show closing.
- D. HAZARDOUS DEMONSTRATION/DISPLAY MATERIALS/PYROTECHNICS
1. The following items are PROHIBITED within the facility:
 - a. Compressed flammable gases.
 - b. Flammable or combustible liquids.
 - c. Hazardous chemicals or materials.
 - d. Class II or greater lasers.
 - e. Blasting agents and explosives.
 - f. Untreated Christmas trees, cut evergreens or similar trees.
 - g. Fireplace logs and similar materials.
 - h. Charcoal.
 - i. Untreated mulch, Hay Straw, Bamboo and Spanish moss.
 2. When designing demonstrations and displays, note the following devices require written pre-approval by the Center's Executive Director and/or the Covington Fire Department and/or the Kentucky Department of Human Resources-Radiological Division:
 - a. Use of lasers and x-ray equipment is subject to review and approval by the Kentucky Department of Human Resources-Radiological Division. Contact Event Planner for specific information on submission requirements for this approval.
 - b. Open flames (including candles).
 - c. Smoke producing devices (including hazers).
 - d. Indoor Pyrotechnics have special permitting procedures through the City of Covington. Contact Event Planner for specific information on submission requirements for this approval.
 - e. Heating appliances.
 - f. Welding, brazing, or cutting equipment.
 - g. Radioactive materials.
 - h. Compressed gas or compressed liquid cylinders if applicable must be securely anchored to prevent toppling.
 - i. Gasoline, kerosene or other flammable, toxic liquid, solid or gas.
 - j. A limited supply of these fuels may be stored in the demonstration device but cannot be stored overnight.
 - k. All fuel transfers must use safety cans.

- l. When displaying a flammable or combustible labeled product, the display container shall be empty. Up to two (2) aerosol cans may be used for demonstration purposes only.
 - m. Approval requests must be submitted in writing 60 days prior to event contracted start date. The request must state how the demonstration will avoid hazards to people and nearby objects. Any chemical, substance or material deemed hazardous by OSHA must be accompanied with the appropriate Material Safety Data Sheet (MSDS).
- E. COOKING AND HEAT GENERATING DEVICES - If cooking or heating appliances will be used, they must be powered electrically. Stoves and heaters for booth usage must be UL listed/approved and be adequately ventilated. Nothing combustible may be placed near any heat producing appliance. A UL listed/approved, 2-A: 10-BC ABC-type fire extinguisher is required in such exhibits. THE USE OF GREASE AND/OR FRYING IS PROHIBITED.
- F. EXHIBITS OR PRODUCT DISPLAYS IN MEETING ROOMS - Storage of combustible materials in meeting rooms, ballrooms, event centers, lobby areas and/or service corridors is prohibited.
- G. FOG/SMOKE MACHINES - The level of fog/smoke used as part of an exhibit may set off the fire alarm system. To eliminate this fire safety issue, the Center restricts usage of fog/smoke machines to water-based chemicals only. All fog/smoke machines must be pre-approved by the Center and the Covington Fire Department may be required to be onsite during all usage of the machine including testing, rehearsals, and exhibit usage times. Exhibitor will be charged a minimum of four (4) hours at the prevailing rate if Covington Fire Department Staff is required.
- XIII. FOOD/BEVERAGE/ALCOHOL - All Food and Beverage (including alcohol) must be purchased through Centerplate, the exclusive food and beverage provider at the Center. Any outside food or beverage brought into the Center will be asked to be immediately disposed of or removed. Sampling of food products requires prior authorization by the Executive Director and a permit from the Northern Kentucky Health Department.
- A. SAMPLING POLICIES
- 1. The selling and/or giving away of food and/or beverage products by any other entity than Centerplate is strictly prohibited.
 - 2. Sponsoring organizations of events, their attendees, trade shows and/or their exhibitors may distribute sample food and/or beverage products only upon written authorization from the Center and must adhere to all conditions outlined below.
 - a. Non-Food Industry Events
 - i. Items dispensed are limited to products manufactured, processed, or distributed by exhibiting companies and are related to the purpose of the show. A subcontractor agreement and fee are required by Centerplate.
 - ii. Alcohol may not be sampled unless it has been arranged through Centerplate and meets all their policies and guidelines.
 - iii. All alcohol must be served in plastic disposable cups. No cans or bottles will be permitted.
 - iv. All items are limited to sample size and must be dispensed/distributed in accordance with Local and State Health Codes.
 - v. Food items are limited to bitesize (2 X 2 inches or 2 ounces).
 - vi. Non-Alcoholic Beverages limited to maximum of 4-ounce sample size.
 - vii. Distribution of alcoholic products must be handled by bartender from Centerplate in compliance with Commonwealth of Kentucky Liquor Laws. Sample portions must be under the following limits: Beer – 7 ounces, Wine/wine coolers/spirit coolers – 2 ounces, Liquor/liqueurs – 0.5 ounces.
 - viii. Donations or sponsorships involving food and/or beverage products must be purchased by Centerplate and are subject to a user fee for food products and corkage fee for beverage products. This charge is determined based on the individual show/event.
 - b. Food Industry Events
 - i. Items dispensed are limited to product manufactured, processed and/or distributed by exhibiting company.
 - ii. All alcohol must be served in plastic, disposable cups. No cans or bottles will be permitted.
 - iii. All items are limited to sample size and must be dispensed/distributed in accordance with local and state health codes:
 - a) Food items are limited to bite-size pieces or a maximum of 6-ounce portions.
 - b) Non-Alcoholic Beverages limited to a maximum of 8-ounce sample size, served in plastic cups, cans or bottles.
 - c) Distribution of alcoholic products must be handled by bartender from Centerplate in compliance with Commonwealth of Kentucky Liquor Laws. Sample portions must be under the following limits: Beer – 7 ounces, Wine/wine coolers/spirit coolers – 2 ounces, Liquor/liqueurs – 0.5 ounces.
- B. UNUSED FOOD OR BEVERAGE PRODUCT- Unused food or beverage product that requires pick-up or shipment after the event/show is the responsibility of the company that is sampling the product and/or Client and must be arranged in advance. No refunds of corkage/user fees will be given for food or beverage product if not consumed during the event/show.
- C. KENTUCKY BOARD OF HEALTH REQUIREMENTS - In order to adhere to the guidelines, set forth by the Kentucky Board of Health for all exhibitors wishing to distribute food and beverage samples, the following items will need to be provided/purchased by the exhibitors:
- 1. OPERATIONAL REQUIREMENTS FOR TEMPORARY FOOD SERVICE ESTABLISHMENTS
 - a. Basic requirements (requirements that must be met before a temporary food service permit can be issued):
 - i. Adequate supply of clean water available to allow for food preparation, hand washing and utensil washing/sanitizing.
 - ii. Hand wash station provided consisting of a hand wash sink with running water or a container of water with a spigot type valve for dispensing water and a bucket or basin below to catch wastewater with soap and paper towels. Hands of food service workers must be thoroughly washed and rinsed between tasks especially after using the restroom, handling trash/garbage, handling raw/uncooked foods and prior to handling cooked/ready-to-eat items. Similarly, disposable gloves when used for handling food must be changed between tasks such as after handling raw/uncooked foods and prior to handling cooked/ready-to-eat items.
 - iii. Utensil sanitizing station provided consisting of a three-compartment sink with running water or of three buckets or basins able to be set-up and used for washing, rinsing, and sanitizing utensils. Water and dish detergent is to be used in the first container for washing utensils, clean water is to be used in the second container for rinsing them and a sanitizing solution using an approved sanitizer at the proper concentration is to be used in the third container for sanitizing them. A

supply of the dish detergent and the sanitizing chemical provided for set-up of the sanitizing station.

- iv. Equipment provided for maintaining potentially hazardous foods (foods requiring refrigeration such as meat, dairy, egg, and cooked vegetable products) at safe temperatures such as refrigerators, freezers, coolers with ice and/or warmer cabinets. Potentially hazardous foods maintained at temperatures below 45 degrees Fahrenheit or above 140 degrees Fahrenheit.

2. **ADDITIONAL CONSIDERATIONS:**

- a. Food items offered for sale must be approved 30 days in advance by the Center. All items must be from an approved source. Receipts and invoices may be required to verify the source of any foods offered to the public or their ingredients. Foods prepared in unapproved facilities such as a kitchen in a private residence are prohibited.
- b. Wiping cloths while being used must be kept clean and sanitized using an approved sanitizing solution. Storage of wiping cloths in the sanitizing solution between uses is required.
- c. Test papers will be required for testing of sanitizer concentration in the sanitizing rinse of the utensil sanitizing station and in wiping cloth storage containers.
- d. Handling of ready-to-eat foods must be minimized by use of utensils, disposable gloves, deli papers, etc.
- e. Foods must be heated rapidly to required cooking temperatures using equipment designed for the purpose prior to being held above 140o Fahrenheit for long term hot storage.
- f. Appropriate thermometers must be provided for monitoring food and food storage equipment temperatures.
- g. Bulk processing of potentially hazardous foods at temporary sites is prohibited.
- h. Only menu items requiring limited on-site preparation with regard to cutting, assembly and cooking will be allowed.
- i. Food handlers must practice good hygiene. Clothing and aprons must be clean. Hair restraints must be provided.
- j. Trash/garbage containers appropriate to the situation with tight-fitting lids must be provided. Refuse must be properly contained so as not to attract insects, rodents, birds, or other vermin.
- k. Each exhibitor can purchase the items required for a sanitation station from Centerplate at the Northern Kentucky Convention Center. Please refer to the Centerplate Booth Order Form.

XIV. HOUSEKEEPING

- A. Center is not responsible for the vacuuming inside of booths and/or displays. Arrangements need to be made with the Decorator for this service.
- B. The Center does not permit their Housekeeping/Facility employees to enter an exhibitor's booth space under any circumstances.

XV. INDEMNITY - Exhibitor shall indemnify and shall keep and hold the Northern Kentucky Convention Center Corporation, its officers, directors, agents, servants and employees harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable cost for investigation and defense thereof (including but not limited to attorneys' fees, court costs and expert fees) claimed by anyone by reason of injury or damage to persons or property sustained in or about the Center, or the entranceways, corridors and areas immediately adjacent thereto, as a proximate result of the negligent acts or omissions of the Exhibitor, its agents, servants or employees, or arising out of the negligence of the Exhibitor upon or about the Center, excepting such liability as may result from the sole negligence of the Northern Kentucky Convention Center, its officers, directors, servants, agents or employees.

Exhibitor further agrees to indemnify and shall keep and hold the Center herein and its officers, directors, agents, servants and employees harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof (including but not limited to attorney's fees, court costs and expert fees) of any nature whatsoever resulting from or arising out of any event (or rehearsal), including, but not limited to those resulting from or arising out of (a) the unauthorized or unlicensed use or performance of any idea, creation, literary, musical, or artistic material or intellectual property works of the performing arts in connection with any performances given hereunder, (b) any act done or words spoken by Exhibitor, its agents, servants, employees, attendees, or performers during any such event, (c) any damage done to the Center caused by the negligent act or omission either of Exhibitor or any agent, servant, employee, attendee, or performer of Exhibitor, or (d) the breach by Exhibitor of any terms of the Contract.

Provided, however, that upon the filing of any claim with the Center for damages arising out of incidents for which Exhibitor herein agrees to hold harmless, then and in that event the Center shall notify Exhibitor of such claim and Exhibitor shall have the right to settle, compromise or defend the same. Exhibitor shall have the right to defend any such litigation with the attorneys of its own selection reasonably acceptable to the Center; provided that the Center shall have a right, if it determines proper, to participate in such defense at

its own expenses. Any final judgment rendered against any party protected hereunder for which Exhibitor is liable hereunder shall be conclusive against Exhibitor as to liability and amount, where the time for appeal therefrom has expired. The indemnity provisions set forth herein shall survive the expiration or early termination of this Contract.

XVI. IN-STATE AGENT & GOVERNING LAW - The Services Contract shall be governed by the laws of the Commonwealth of Kentucky and the parties agree and consent to the jurisdiction of the Circuit or District Courts of Kenton County, Kentucky in any litigation arising out of the Service Contract. By signing the Service Contract, the Exhibitor also acknowledges that this agreement has been entered into in Kenton County, Kentucky and understands that if they have no agent for process in Kentucky, under Kentucky law the Secretary of State shall act as their agent for process.

XVII. INTERRUPTION/TERMINATION/EVACUATION - The Center retains the right to cause the interruption of any performance, event, or exhibit in the interest of public safety, and to likewise cause the termination of such event when in the Center's best judgment such action is necessary in the interest of public safety.

XVIII. LIABILITY - In providing services requested in this order, neither the Center, nor its officers, employees, agents, contractors nor subcontractors shall be liable to the Exhibitor for any damages, including special, incidental, or consequential damages for loss, damage or expense, directly or indirectly arising from the Exhibitor's use or inability to use the services herein requested, or for commercial loss of any kind (including loss of business or profits) whether or not the Center has been advised of the possibility of such damage or loss. If for any reason because of a default on the part of the exhibitor it becomes necessary to engage an attorney, the exhibitor agrees to pay all costs, expenses, and/or attorney fee's expended or incurred by the Center in connection therewith.

XIX. NON-SMOKING/NON-VAPOR FACILITY - The Northern Kentucky Convention Center is a non-smoking/non-vapor facility.

XX. PAYMENTS

- A. Discounted Rate will be extended for all service contracts and payments received 14 days prior to the first event move-in date.
- B. The Standard Rate will be applied to service contracts received 13 days or less prior to the event's move-in date. (Unless otherwise noted.)
- C. The Floor Rate will be applied to all service contracts received on event move-in date and afterwards.
- D. The date received by the Center will determine the applicable rate. Missing information will delay processing.

- E. Full payment in US Dollars is required before service can be connected. NO EXCEPTIONS. Visa, MasterCard, or company check are the only acceptable forms of payment. A 3% processing fee will be added to all credit card/debit card payments.
 - F. Purchase Orders are not accepted as a form of payment but as a convenience can be referenced on your invoice upon prior written request.
 - G. There is a \$50 service charge for all returned payments.
- XXI. PROTECTION OF BUILDING FURNISHINGS/EQUIPMENT/FINISHES**
- A. Damage to property of any kind should be reported promptly to Customer Services Coordinator and/or Manager on Duty.
 - B. Artwork, planters, furniture, building furnishings and equipment of the Center may not be removed or repositioned. Any movement of these items for exhibit purposes shall be handled by the Center, if approved by the Center, for a fee.
 - C. Plywood and/or a plastic floor covering are mandatory for all movement of equipment through all spaces within the building including the atrium and lobby areas.
 - D. Passenger elevators and escalators may be used for hand carried items only.
 - E. Freight delivery and removal must take place through the Center's loading dock. This includes, but not limited to flatbed trucks, hand trucks, pallet jacks and similar equipment.
 - F. No freight may be loaded into or out of the main lobby of the Center.
- XXII. RECORDINGS – Open to the Public Event** - Exhibitor agrees that no recording, either visual or audio, of any kind will be made of the event covered by the License Agreement without prior written approval from the Client who executed Center rental contract and Center. The Center has the right to require payment for said privilege.
- XXIII. REFUSE REMOVAL** - To maximize the use of the compactor and open top container, cardboard boxes need to be broken down by the Client/Decorator/Show Promoter/Exhibitor. No construction materials or pallets may be placed into the Center's refuse compactor or open top container.
- XXIV. RETAIL/RAFFLES** -Refer to Sales Tax/Occupational License Section.
- XXV. SAFETY**
- A. The Center reserves the right to approve all specifications in the planning of an event/exhibit and where necessary make final decisions regarding the welfare, security, etc., of those in attendance.
 - B. All work at the facility must be in accordance with national, state, and local safety codes. These include, but are not limited to OSHA, and facility policy.
 - C. In all areas of the Center where exhibit/display/presentation equipment and freight are being handled, the following guidelines are applicable and will be strictly enforced:
 1. Absolutely no drinking of alcoholic beverages unless it is a planned reception/meal function through our exclusive caterer.
 2. No horseplay, practical jokes, etc.
 3. Possession of or use of an illegal or controlled substance of any kind is prohibited.
 4. No speeding (over 5 M.P.H.) or reckless use of vehicles and equipment.
 5. No gasoline, kerosene, diesel fuel or other flammable liquid may be stored, permanently or temporarily, inside the building. No refueling activity of any kind is permitted. Refueling must be accomplished a minimum of fifty (50) feet beyond the exterior of the building.
 6. Access to fire exit doors and corridors shall be maintained throughout move-in/move-out activities.
 7. Utility panels, switchgear, standpipes, fire extinguishers and fire alarms must always remain visible and accessible.
 8. Oil spills: loose or missing floor box covers, or any other visible safety hazard shall be reported immediately to a Center Manager.
 9. Work activities in lobby areas may require additional supervision to ensure safety for attendees to other events.
- XXVI. SALES TAX/OCCUPATIONAL LICENSE/TEMPORARY LIQUOR LICENSE**
- A. COMMONWEALTH OF KENTUCKY SALES TAX - Event promoters, exhibitors and/or vendors engaged in retail activity (including admissions income) are subject to the current state tax. Promoters are required to file with the state. In addition, promoters are required to provide an alphabetical listing including name and address of each vendor engaged in retail activity in the Event to the City of Covington for the Occupational License.
 - B. CITY OF COVINGTON OCCUPATIONAL LICENSE - The Commonwealth of Kentucky requires all Event promoters, vendors and exhibitors engaged in the retail sale of goods and services to collect sales tax. Event promoters, vendors and exhibitors wishing to sell items during events held at the Center must obtain an Occupational License from the City of Covington. Event promoters are required to provide an alphabetical listing including name and address of each vendor engaged in retail activity in the Event to the City of Covington for the Occupational License. Retail is defined as exchange of currency and legal tender (cash, checks, credit card) for goods and/or services. Contact your Event Planner for Sales Tax and Occupational License information.
 - C. LIQUOR - The Commonwealth of Kentucky Liquor Board prohibits any distilled spirits, beer and wine to be sold, raffled, or given away by exhibitors. All alcohol must be purchased and served by the Center's exclusive Catering Company.
- XXVII. SECURITY**
- A. The Center maintains 24-hour building security.
 - B. The Center will manage the dock area, crowd control, the video surveillance system and safety/fire regulations.
 - C. The following policies and procedures apply:
 1. In the event of any crime, medical or other emergency condition, the Center's Security Department should be notified immediately.
 2. All calls to outside law enforcement and medical response units shall be made by the Center's Security Department in accordance with the Center's Emergency Operating Procedures, copies of which are available upon request.
 3. No soliciting is permitted anywhere on the premises.
 4. Any conduct detrimental to the safe and proper operation of an event, abusive language, threats, assault, vandalism, theft, and all other inappropriate actions will result in immediate removal from the premises and subject to arrest and prosecution as appropriate.
- XXVIII. SERVICES**
- A. COMPLIMENTARY SERVICES
 1. Wireless internet access for all attendees throughout building. The Center uses a state-of-the-art wireless system, providing wireless access to all guests. The complimentary public wireless is available up to 5Mbps per user to the capacity of the building's connection. All devices accessing the public wireless network will need the capability to accept the "Terms and Conditions" page. The Center cannot guarantee performance of its wireless internet system due to the inherent factors that affect any wireless system.
 - B. EXCLUSIVE SERVICES - The Center provides the following services on an exclusive basis.
 1. Food & Beverage Services, including food and beverage concessions and all catering. (Refer to Section XIII.)
 2. Audio-Visual Services including all rigging and use of in-house sound systems.
 3. Electric Service, including power and lighting.
 - a. Material and equipment furnished for this service contract shall remain the property of the Center.

- b. Exhibitor shall be held liable for any damages to equipment.
 - c. Only Center Facility Maintenance personnel are allowed to make electrical installations and connections.
 - d. Unless otherwise directed, Center Facility Maintenance Personnel are authorized to cut floor coverings to permit installation of service.
 - e. Walls, column, and permanent building utility outlets are not a part of booth space and are not to be used by exhibitors.
 - f. All equipment regardless of source of power must comply with all federal, state, and local safety codes.
 - g. All equipment must be properly tagged and wired with complete information as to type of current, voltage, phase, cycle, horsepower, etc.
 - h. Use of open clip sockets, latex or lamp cord wire, duplex or triplex attachment plugs in exhibits are prohibited.
 - i. Electrical power for lights and displays will be turned on one hour prior to show opening time and off at show closing time daily.
 - j. All exhibitor's cords must be of the 3-wire grounded type.
 - k. All exposed non-current carrying metal parts of fixed equipment, which are liable to be energized, shall be grounded.
 - l. Special equipment requiring company engineers or technicians for assembly, servicing, preparatory work, and operation may be executed without "house electrician". However, only "house electrician" may make any service connections and overload protection to such equipment.
 - m. Requests for special voltage and/or other "Special Requirements" must be received by the Center 30 days prior to scheduled exhibitor arrival and move in.
 - n. Special liability and property damage insurance may be required for installation.
4. Telephone, Internet, Video, Web & Audio Conferencing
- a. All equipment must comply with F.C.C. Regulations.
 - b. Testing and troubleshooting an exhibitor's equipment, when requested, to determine reason for inoperative service shall be done at the prevailing Technical Assistance rate.
 - c. Due to the nature of the Internet, the Center cannot guarantee any level of performance or accessibility beyond our gateway.
 - d. The choice of the Internet Service Provider (ISP) is the sole discretion of the Center.
 - e. The Center provides no Anti-Virus Protection and limited Firewall Security on our network. All exhibitors are responsible to provide their own internet security for all devices that are directly or indirectly accessing the Center network. Failure to protect your device may result in the termination of internet services.
 - f. As is consistent with other service providers, the Center is not responsible in any way for damage to equipment or software, loss of proprietary information or network delays or interruptions caused by unauthorized security breaches or intrusions.
 - g. Only Center personnel are authorized to modify system wiring or cabling.
 - h. Material and equipment furnished for this service contract shall remain the property of the Center.
 - i. Exhibitor shall be held liable for any damages to equipment, software, proprietary information, or any damages due to network delays, interruptions, troubleshooting and/or repair if the origin of a security breach or intrusion is determined to have originated from their device.
 - j. Any Exhibitor device that is determined to be causing interference with the normal operation of the Center network must, at the Center's request, be immediately disabled or disconnected from the network.
 - k. Matters considered improper, offensive, or even unlawful by groups or individuals are not the responsibility of the ISP or the Center.
 - l. Exhibitor is responsible for all services outside of basic internet connectivity, including e-mail services, ftp services, web services, etc.
 - m. Exhibitor agrees not to resell, extend, bridge, or otherwise misuse the Center's network connections and/or services.
 - n. It is illegal for any party to transmit or download copyrighted material. The Center will act against any exhibitor found to be violating copyright laws.
5. Utility Services, including water, drain & compressed air,
- a. Material and equipment furnished for this service contract shall remain the property of the Center.
 - b. Exhibitor shall be held liable for any damages to equipment.
 - c. Water and drainage are only available on the North & South walls of the Event Center, as well as at the 3 columns the run down the Event Center. Please contact you show promoter if your booth is not in either of those locations.
 - d. Water service is only provided in the Event Center to the designated areas of the Event Center.
 - e. Cold water service only.
 - f. Pressure may vary. No guarantee can be made for minimum pressure requests. If pressure is critical, arrangements can be made to have pressure regulator installed. Contact Convention Services at the Center for more information.
 - g. If special water lines are required, please call for quote.
 - h. In the event of a drought or water main disturbance service may be restricted.
 - i. Unless otherwise directed, Center Facility Maintenance Personnel are authorized to cut floor coverings to permit installation of service.
 - j. Compressed air is available in most areas of the 1st Floor Event Center please call to ensure your booth space can be accommodated. Compressed air is not available in any other areas of the Center.
 - k. If pressure is critical, arrangements can be made to have pressure regulator installed. Contact Convention Services at the Center for more information
 - l. Special liability and property damage insurance may be required for installation.
6. Banner Installation and Removal – (Refer to Section IV.)

C. IN-HOUSE ADDITIONAL SERVICES AVAILABLE – Audio/Visual Support Services.

- XXIX. **TERMINATION OF SERVICES CONTRACT** – In the event Exhibitor (i) fails to perform any of the terms and conditions herein contained; (ii) appears to the Center to be financially insecure; (iii) is in violation of law; or (iv) is about to default in its performance of the terms and conditions contained herein, then Center may terminate the Service Contract.
Upon termination, Exhibitor shall, at its sole cost and expense, remove all its property from the Center within twenty-four (24) hours of said termination and all payments shall be treated in the manner provided by Cancellations/Refunds Policy above.
- XXX. **UNACCEPTABLE ACTIVITIES** – No activities in violation of federal, state, or municipal laws, ordinances, codes, orders, and requirements shall be permitted in or about the Center and the Client shall have the responsibility to enforce the provisions of this paragraph.

XXXI. **WAIVERS** - Waiver of one or more terms or conditions of the Service Contract shall not be deemed a modification or waiver of any other provisions of the Service Contract. No waiver shall be effective or binding upon the Center unless it is in writing duly executed as an addendum to the Service Contract.

XXXII. **WEIGHT LOADS**

A. Event Center & Loading Dock:

1. Floor:

- a. Structure is a concrete slab-on-grade. (Carpeted)
- b. Maximum Uniform Load: 100 pounds per square foot
- c. Maximum Concentrated Load: 4,000 pounds over 2.5 square feet
- d. Maximum Forklift Load: 10,000-pound capacity
- e. Each joist can have a 1,000-pound load applied to a maximum 3 bottom chord panel points.

B. Ballroom:

1. Floor:

- a. Structure is a 6-1/4-inch composite concrete slab with a 3-inch composite deck. (Carpeted)
- b. Maximum Uniform Load: 100 pounds per square foot
- c. Maximum Concentrated Load: 2,000 pounds over 2.5 square feet
- d. Maximum Forklift Load: **NO FORKLIFTS ALLOWED.**
- e. **It is important that the above live loads are not exceeded.** Please contact the Center if users of the Center are uncertain of whether their loads will be within those stated.