



**Addendum B
OPERATING POLICIES**

References to Colorado Springs Event Center (“CSEC” or the “Facility”) refers to the Facility, Facility Personnel, and Facility Security. Any references to the Agreement refers to the fully executed Use License Agreement (“the Agreement”). The Operating Policies herein are presented in alphabetical order for the Licensee or its officers, directors, agents, employees, service contractors, exhibitors, vendors and attendees ease of reference. The order of presentation in no way represent the level of importance. Licensee is responsible for ensuring that all person(s) associated with an event is provided with and/or aware of information presented herein. Licensee is held solely responsible for all violations, despite violator affiliation, of said Operating Policies.

CSEC reserves the right to change the Operating Policies at any time and CESC shall provide Licensee with such changed Operating Policies at the time they are implemented. Any changes made to CSEC after the execution and delivery of Agreement, with the exception of emergency and life safety concerns will be mutually agreed upon in writing by CSEC and Licensee. All mutually agreed upon changes and changes related to emergency and life safety concerns shall be binding upon Licensee.

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1. **Advertising.** Licensee shall use the name Colorado Springs Event Center located at 3960 Palmer Park Blvd., Colorado Springs, CO 80909 in any advertising, marketing and communication that refers to the Facility. The CSEC logo may not be used without consent from CSEC. The use of any CSEC telephone number and/or e-mail addresses for publication of advertising is prohibited. In no way shall CSEC name, or reference thereof, imply a co-sponsorship of the event, unless Licensee obtains written approval from the CSEC. All advertising must clearly state the event contact information, times and dates of the event and where tickets may be purchased. No advertising of an event shall take place prior to full execution and delivery of Agreement.
 - a. **Broadcast Rights.** CSEC reserves all rights and privileges for outgoing television and radio broadcasts originating from the CSEC during the term of the Agreement. If CSEC grants to Licensee any such rights and privileges, CSEC will not incur any costs as a result of granting the broadcast privileges. If Licensee is granted any such rights and privileges, it shall request approval in writing from CSEC in advance of the broadcast date. (see Agreement)
 - b. **Signage.** Licensee shall not hang, display or cause to display signs, banners, posters, bunting or other advertising materials anywhere on the premises (including interior and exterior to the Facility) without prior approval from CSEC. CSEC recognizes the need for Licensee to display sponsor advertising. If such signing and advertising is approved, CSEC reserves the right to review and agree to advertising materials, placement and locations on an event-by-event basis. Such sponsor advertising may require additional signage permits from the City of Colorado Springs and additional fees may apply.
 - c. **Release of Advertising and Publication.** CSEC reserves the right to request, approve or disapprove all advertising of the event(s) contemplated under contract, regardless of the means or manner of such advertising. In the instance CSEC request to view for approval or disapproval of advertising materials Licensee shall provide to CSEC copies of all advertisement materials, including, but not limited to, flyers, handouts, invitations, other printed materials and radio or television announcements prior to publication. CSEC shall review all proposed advertisement materials within seventy-two (72) hours of receipt, excluding weekends, to avoid production and distribution delays. Materials shall not be distributed until Agreement is executed and CSEC has provided approval. Advertising the event prior to approval may jeopardize Licensee' Date Protection.
 - d. **Website.** To have your event listed on the CSEC website's calendar of events, copy must be provided to CSEC along with timeline of when Licensee wants copy posted after Agreement is fully executed. Licensee may use CSEC web address in advertising. Website fulfillments are completed on a first-come, first-serve basis and timelines are not guaranteed.

2. **Alcohol.** Absolutely no outside alcoholic beverages shall be permitted to be sold, given away, or possessed on any Facility premises except upon prior written permission from the CSEC. All applicable federal, state, city and county laws and regulations must be followed in regards to alcohol service. Any and all permissions to serve alcohol within the Facility must abide by the additional regulations as outlined herein. Should alcohol be sold, served, or otherwise made available without prior written permission, Licensee, attendees and anyone else involved with the event are subject to removal, citation or arrest at the discretion of the Colorado Springs and/or El Paso County law enforcement and/or CSEC.
- a. **CSEC Rights.** Licensee is solely responsible for the sobriety of attendees. Licensee and, when applicable, any Non-Profit Agency sponsoring a Special Events Liquor Permit, in conjunction with CSEC recommendation, has the ultimate authority regarding ID verification, ID wrist-banding and entry/re-entry procedures at events in which alcohol is served. Licensee and, when applicable, any Non-Profit Agency sponsoring a Special Events Liquor Permit, in conjunction with CSEC recommendation, has the authority and right at any time to cease all alcohol service should alcohol consumption be deemed excessive. Licensee and, when applicable, any Non-Profit Agency sponsoring a Special Events Liquor Permit, in conjunction with CSEC recommendation, has the authority and right to deny alcohol service to any underage person or visibly intoxicated person and require said person be immediately removed from the premises. Any such exercise of said rights regarding the denial or cessation of alcohol service will result in immediate cancellation and cessation of event at no fault of the CSEC. CSEC shall not owe any compensation to Licensee, officers, directors, agents, employees, service contractors, exhibitors/vendors nor attendees for any financial losses or damages caused by these actions.
 - b. **Event Plan.** Alcohol consumption details (such as location, times, security plans, etc.) must be determined and agreed upon during planning meetings with CSEC. Security plan, abiding by Operating Policies outlined in Section 2(g) and Section 20(e) herein, must be provided to CSEC for final approval no later than forty five (45) days prior to the event.
 - c. **Facility Protection.** Licensee and/or vendor shall furnish an area rug or matting which shall cover each bar back and bar serving area. Glass bottles are strictly prohibited within the Facility. Licensee shall be responsible for any damage to the Facility as a result of noncompliance.
 - d. **Fees.** In the event that alcohol is sold, either via inclusion in general admission ticket or by the item, and a Special Events Liquor Permit is required, the Licensee shall pay a fixed fee of \$1000.00 or 25% of the alcohol sales to CSEC (determined at the execution of the User License Agreement), in addition to any applicable licensing fees, associated with the Licensee's service of alcohol within the Facility.

- e. **General Usage.** Food and an equal quantity of non-alcoholic beverages to alcoholic beverages must be available to attendees during the entire time alcohol is being served. All alcohol must remain within the Facility and is not permitted to be taken outside for any reason. No additional alcohol shall be brought into the Facility after the event has started. All alcohol service shall cease at 2:00 AM, unless otherwise dictated by State of Colorado alcohol licensing requirements.
 - f. All State of Colorado, City of Colorado Springs and El Paso County laws must be followed with regards to obtaining and serving alcohol. Licensee is responsible for obtaining proper licensing, as referenced in Section 19(a) herein. Any person(s) serving alcohol must have a valid Colorado Alcohol Server/Seller Certification as required by Colorado State law and/or CSEC. All alcohol serving areas must be staffed by certified personnel, as referenced above, at the expense of Licensee, as required. Licensee shall supply proof as such upon request. All person(s) consuming alcohol must be of legal age as established by the State of Colorado.
 - g. CSEC mandates that approved security personnel shall be in place, at the sole expense of the Licensee, for any event where alcohol is being served. The minimum number of security personnel shall be established at a ratio of one (1) security personnel to every one hundred (100) persons. Security personnel are required to be staffed at a minimum of at least thirty (30) minutes prior to the start of bar service through the end of each day's event, and staffing shall not cease prior to the exit of all attendees. CSEC reserves the right to determine the final number of security personnel required and the times for which security personnel is required for all events. In the case that additional security is deemed necessary at any time during an event, CSEC, at its sole discretion, reserves the right to immediately deploy additional security personnel for an additional fee to be paid by Licensee.
3. **Animals; Pets; Livestock.** No animals, pets or livestock, to include, but not limited to, dogs, cats, birds, and/or reptiles, are permitted in the Facility except for an event, exhibit, activity or performance approved in writing by CSEC and at the sole liability of the Licensee. All required permits and licenses are the responsibility and expense of Licensee. Service dogs are exempt. Prior to the start of contracted event, Licensee shall provide advanced notification of the presence of animals, pets or livestock to CSEC. Animals and pets that are approved to be in the Facility must be on a leash, harness, within a pen or crate and/or under similar control/confinement at all times. Proper care must also be taken to prevent odor and maintain cleanliness. Owners are required to be fully responsible for their animals or pets at all times and CSEC will be excused from any liability resulting from any actions of any animal, pet or livestock. Waiver of liability must be completed and signed by each owner prior to the animal(s) entering the building. No animals, pets nor livestock are allowed to remain in the Facility without owner supervision and must be removed at the conclusion of each day of an event. All statutes set forth by local, state and federal governmental entities, to include, State of Colorado Parks and Wildlife, for the exhibition of, scientific/educational use of, sale of and transport of regulated wildlife and/or animals must be followed.
4. **Cannabis; Marijuana; Other Drugs.** Absolutely no cannabis, marijuana, illicit or illegal drugs nor any paraphernalia designed to use, make or conceal cannabis, marijuana, illicit or illegal drugs shall be

permitted to be sold, distributed, possessed or used on any Facility premises. Despite Colorado's leniency towards the use of marijuana, it is still against the laws of the State of Colorado for anyone to openly and publicly display, consume or use marijuana. Anyone in violation of this policy is subject to removal, citation, or arrest at the discretion of Colorado Springs and/or El Paso County law enforcement. Any such violation will be first communicated to security and licensee's event staff and if any deemed negligence could result in immediate cancellation and cessation of event at no fault of the CSEC. CSEC shall not owe any compensation to Licensee, officers, directors, agents, employees, service contractors, exhibitors/vendors nor attendees for any financial losses or damages caused by these actions.

5. **Cancellation.** Cancellation of an event must be provided in writing and Licensee is responsible for paying all liquidated damages to CSEC for cancelling event, as outlined in Agreement under Section 18(e).
6. **Catering; Concessions; Other Food/Beverage Providers/Vendors.** All catering and concession rights are reserved to CSEC or its designated provider and CSEC or its designated provider shall have the sole right to sell, give away, dispense food and beverages or provide catering services to the Facility. Concessions is required for all events which are open to the public unless Licensee elects to use other provider which requires a food buyout equal to one thousand dollars (\$1,000.00). All outside catering or concession service providers must be preapproved by CSEC and will be required to sign a separate Catering Agreement prior to providing services for an event. A list of CSEC preferred providers can be provided to Licensee upon request. Licensee and Licensee's exhibitors/vendors or attendees are prohibited from bringing into the Facility or its premises their own food or beverage despite type of event, unless otherwise approved by CSEC.
 - a. **Beverage Distribution.** CSEC has exclusivity agreements in place with beverage distributors. All caterers/concessionaires reselling beverages within the Facility must purchase product directly from CSEC. No outside beverages will be allowed to be sold in the Facility without prior written approval from CSEC.
 - b. **CSEC Rights.** CSEC reserves the right to determine which areas may be used for food or beverage service. CSEC requires additional fees from authorized caterers, concessionaires and/or vendors as outlined in Section 6(c) herein. Licensee's caterer or concessionaire is required to attend walk through at least fourteen (14) days prior to the event as outlined in Section 1(j)(iii) of the Agreement.
 - c. **Caterer, Concessionaire and/or Vendor Fees.** CSEC shall collect from authorized caterers, concessionaires and/or vendors the following fees for approved food and/or beverage items, plus any applicable utility fees. All fees shall be paid directly to CSEC and will be required to be paid in full prior to set up/move-in. Failure to pay required fees will result in provider/vendor's removal from the Facility. A Catering; Concessions; Other Food/Beverage Providers/Vendors Requisite Summary is provided for Licensee's convenience in Addendum C.

- i. Food or beverage provider/vendor offering food or non-alcoholic beverage samples for the purpose of marketing non-food products, food products, food ingredients/mixes or beverages that are (1) not for sale onsite or (2) for sale onsite in a non-edible state and the sample, offered at no cost, is limited to 2oz or less, by the lesser of weight or volume, will not incur any additional service charges.
 - ii. Food or beverage provider/vendor selling or offering ready edible snack food/beverage items not prepared onsite, including, but not limited to, pre-packaged candies, chips, cookies, cakes, or donuts, bottled water, bottled/canned soda or non-alcoholic beverages will be assessed a fifty dollar (\$50.00) service charge. Heating, cooking, warming, assembly, plating, seasoning and addition of ice is not permitted.
 - iii. Food or beverage provider/vendor selling or offering ready edible items, including, but not limited to, frozen drinks, brewed coffee/tea, cookies, popcorn, roasted nuts, cheese nacho and snack foods that are prepared onsite will be assessed a one hundred dollar (\$100.00) service charge. Heating, cooling, seasoning, addition of ice, plating and assembly is permitted.
 - iv. Selling or offering full service menu of snacks, side dishes, entrees, desserts and/or non-alcoholic beverages on an individual order basis is classified as a Satellite Concessionaire and will be assessed a three hundred dollar (\$300.00) service charge. Cooking inside and extensive onsite food preparation is prohibited. A maximum of two (2) satellite concessionaires are allowed per event.
 - v. Providing a contracted, prearranged number of meals and/or food products and non-alcoholic beverages that are not available for individual purchase at a specific hosted event is classified as Catering must be preapproved and have a contract agreement with CSEC. Cooking inside of building and extensive food preparation is prohibited.
 - vi. Should Licensee opt for a Catering/Concession Buyout, as described in Section 6 herein, the above Caterer, Concessionaire and/or Vendor Fees are not applicable.
- d. **Facility Usage.** Cooking and extensive food preparation is prohibited anywhere within the Facility, including, but not limited to, the predefined concession area, unless written approval provided by CSEC. All food preparation and cooking must be completed offsite and brought into the Facility ready edible or prepared/cooked outside in accordance with the Colorado Springs Fire Department Division of the Fire Marshal and the El Paso County Public Health Department. Absolutely no open flames are permitted within the Facility except for Sterno type gel fuel when used under warming trays.
- e. **Licensing.** All caterers and/or concessionaires are required to provide CSEC copies of their Colorado Retail Food Establishment License, Sales Tax License, applicable permits and insurance information, as referenced in Section 19(b) herein, at least fourteen (14) days prior to the start of

the event. Failure of caterer and/or concessionaires to provide requested licensing may result in revocation of Licensee's rights to serve food and/or beverages within the Facility.

- f. **Sanitation.** Licensee is responsible for ensuring caterers, concessionaires and/or food/beverage vendors maintain proper sanitary service conditions. Caterers, concessionaires and/or food/beverage vendors are required to keep all food areas, bar areas and guest tables clean and free of debris. Caterers, concessionaires and/or food/beverage vendors shall remove and place in the provided dumpsters all trash and food scraps generated by the event. Grease must be properly disposed of offsite after each event and not poured into drains, dumpsters or trash receptacles at the Facility. All items brought into the Facility by caterers, concessionaires and/or food/beverage vendors must be removed upon the conclusion of the event and overall cleanliness of Facility must be restored to original state upon conclusion of event. Failure to comply with sanitary service conditions shall result in an additional fee being assessed against both the Licensee and providers/vendors.
7. **Compliance with Laws.** Licensee shall, at its own expense, promptly comply and cause its officers, directors, agents, employees, service contractors, exhibitors and attendees to promptly comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state, county, municipal and local governments, commissions, boards, and officers whenever applicable and all Operating Policies established by the Colorado Springs Police Department, Colorado Springs Fire Department and El Paso County Sheriff's Office. Any failure by Licensee, its officers, directors, agents, employees, service contractors, exhibitors or attendees to comply with any of these requirements shall result in immediate cancellation and cessation of event at no fault of the CSEC. CSEC shall not owe any compensation to Licensee, officers, directors, agents, employees, service contractors, exhibitors/vendors nor attendees for any financial losses or damages caused by these actions.
8. **Crowd Management.** CSEC General Sales Manager and Licensee have discussed this and for see no problem. By order of the Colorado Springs Division of the Fire Marshal, trained crowd managers shall be provided for events where more than one thousand (1000) persons congregate. If the expected attendance meets this stipulation, the minimum number of crowd managers shall be established at a ratio of one (1) trained crowd manager to every two hundred-fifty (250) persons. CSEC provides two crowd control personnel for every contracted event. If CSEC determines at any time that additional crowd managers are needed to meet this order, CSEC shall furnish, with either CSEC personnel or a designated provider, at cost to the Licensee, an additional crowd manager for every two hundred-fifty (250) persons who are expected to enter or have entered the Facility.

9. **Damages.** Licensee shall be responsible for all repair or replacement costs related to damages to the Facility, despite any pre-approvals provided by CSEC. Damages include, but not limited to, any property, equipment and/or rental items lost, stolen or broken as a result of Licensee, contractors, exhibitors/vendors or attendee's actions or anyone else affiliated with an event. CSEC will inspect the Facility for damages only after the completion of move-out, to include Licensee, decorators, sub-contractors and exhibitors/vendors. Damages will be invoiced directly to Licensee upon receipt of necessary repair/replacement estimates from CSEC service providers. Licensee is responsible for all damage costs invoiced despite causative party.
10. **Decorations; Exhibit Space.** Decorator services are available at the Facility through CSEC designated providers. All decorations plans, to include, but not limited to, sizes, quantity and method of display/attachment to Facility, must be submitted for approval to CSEC no less than thirty (30) days prior to the event, as outlined in Section 1(j)(i-v) of the Agreement. CSEC may request Licensee, by written notice, to make changes or deletions as CSEC may, in its reasonable discretion, deem necessary or desirable. Failure by Licensee to make any such reasonable changes or deletions within five (5) days after receipt of written notice thereof shall constitute a default, as outlined in Section 18(a) of the Agreement.
- a. **Fire Protection Equipment.** By order of the Colorado Springs Division of the Fire Marshal, curtains, drapes, screens, posters, etc. must not obstruct exit signage. Obstructions to sprinkler discharge patterns must be kept to a minimum of 18-inches below the sprinkler deflector. Fire alarm horn/strobe units and fire extinguishers must be kept clear from obstruction and visible at all times. Fire alarm pull stations must be kept clear from obstructions and visible at all times.
 - b. **Landscapers and Water Features.** Landscapers are not permitted to cut brick, stone, concrete and other like material inside CSEC. All cuts must be made outside of the Facility and at least fifty feet (50') away from any open door leading to the Facility. All landscape displays must have an approved heavy duty canvas tarp underneath the display. Water barriers and GFI protective devices are required for all exhibits with water features.
 - c. **Method of Display/Attachment.** All decorations, signage, banners, flyers or any other devices must be either freestanding or adhered to the walls, windows, doors, railings, pillars, ceilings, mirrors, stalls and/or floors using only drafting or painters tape. No masking tape, duct tape, packing tape, electrical tape, transparent tape nor double stick tape is allowed. Tacks, pins, staples, screws and/or nails are not permitted at any time. Nothing shall be affixed to any permanent fixtures, such as lights, A/C panels, walls, windows, railings, pillars, doors ceilings, mirrors, stalls and/or floors nor should any alterations of the Facility be completed without prior written approval by CSEC. Ladders are permitted to be used when decorating areas. No one will be permitted to stand on tables, chairs, carts, boxes nor any other item not designed for working overhead at any time. With advanced notice, a scissor lift with operator is available through the CSEC Exhibitor Services for an additional fee.

- d. **Prohibited Items.** The following items are strictly prohibited inside CSEC, unless prior written approval is provided by CSEC, separate liability waiver is signed by Licensee and, if applicable, permits obtained from the Colorado Springs Division of the Fire Marshal.
- i. Hazardous, poisonous, and/or flammable nor combustible liquids, gasses, solids or other materials, to include candles.
 - ii. Pyrotechnics, including fireworks, open flames, flame effects, flash powder, blank ammunition and/or sparklers.
 - iii. Compressed gasses nor LP gas.
 - iv. Laser pointers and like devices.
 - v. Fog and/or bubble machines.
 - vi. Tents, canopies, temporary structures, storage sheds nor similar structures > 200 square feet. If prior approval from CSEC is obtained, all such structures shall have working smoke detector and fire extinguisher installed.
 - vii. Marbles, decals, stickers, silly string, glue, glitter, confetti and/or bird seed. Bird seed is permitted to be used outdoors for wedding and reception farewells.
 - viii. Helium balloons, sky lanterns nor any other objects that may float. If prior approval from CSEC is obtained, Licensee shall be charged a removal fee of fifteen dollars (\$15.00) per object released or floating to the ceiling.
- e. **Rigging.** All rigging, staging, platforms and/or suspension of overhead loads require drawing and diagram to be submitted prior to and in advance of any event work activities. Rigging activities shall be performed only by CSEC approved provider for an additional fee.
- f. **Signage.** Permanent signage at CSEC shall not be removed or covered for any event, except with advance written approval from CSEC.
- g. **Supplies; Tools.** Decorators are responsible for supplying their own materials needed to complete decorating plans. CSEC does not supply nor loan equipment or tools under any circumstances. Ladders and scissor lift with operator are available for rent through CSEC Exhibitor Services.

11. **Event Personnel.** Licensee is responsible for the conduct of all person(s) and personnel associated with an event. Any person(s) and personnel who do not comply with Operating Policies, as outlined in this document, will be subject to dismissal from the Facility and may be restricted from the premises as deemed appropriate by CSEC. Any CSEC employees required for an event may require additional fees to be paid by Licensee at the prevailing rate, as outlined in Addendum A. The Licensee is responsible for ensuring that all show personnel, exhibitors, service contractors, temporary help or others affiliated with an event understand and abide by the following rules:

- a. All cartons, packages and other containers brought into or taken out of the Facility may be subject to inspection.
- b. All event affiliated personnel are required to enter and/or exit the Facility by way of a CSEC management designated door.
- c. All event affiliated personnel may be required, at the discretion of CSEC, to wear an identification badge, provided either by Licensee or their respective employer, that clearly identifies the wearer and the name of the firm represented.

12. **Exhibitor Services.** CSEC Exhibitor Services provides a manner in which additional services can be ordered by Licensee, service contractors and/or exhibitors/vendors independently of the Agreement. Lower “Advance Rates” are available for services purchased and paid in full seventy-two (72) hours prior to the time move-in begins, which is outlined in Addendum A. Standard “Floor Rates” will be charged on all orders placed or payments received after the above mentioned timeframe. Orders and payments can be submitted online at www.exhibitorsrentals.com or in person during contracted event hours. Orders will be handled on a first-come, first-serve basis as availability may be limited. Available services offered through Exhibitor Services include electrical service, internet and communications, audiovisual equipment, table, chairs, linens, water fill/drain service, drayage and storage, in-booth janitorial service, and porter assistance.

- a. If Licensee choose to add additional services to their contract, they may do so at any time. Items purchased through CSEC Exhibitors Services are assessed according to the equipment charges defined under incidental charges outlined in Addendum A and are subject to pricing changes based on current market value. Any orders or changes received the week of the contracted event hours will be assessed at late rate of double the original cost of that item.

13. **Failure to Vacate/Removal of Property.** Licensee shall remove all its property or property of any of its service contractors or vendors/exhibitors from the authorized areas of the Facility, including related parking lots and driveways, during the agreed upon move-out time, as outlined in Addendum A. Upon the end of the agreed upon move-out time period, no Licensee property nor property belonging to its service contractors or vendors/exhibitors shall remain at the Facility. In the event Licensee fails, neglects, or refuses to remove said property, CSEC will consider property as abandoned and shall have the right to remove, place in storage or otherwise dispose of any such property at Licensee’s sole expense. Licensee

hereby waives all claims for damage resulting from such removal, storage and disposal of such property, and indemnify, defend and hold CSEC and all other indemnities, as set forth in Section 3(c) of the Agreement, harmless from liability, claims of costs, including reasonable attorney's fees resulting from such storage, removal and disposal. Licensee shall remove all advertising material, banners, signage, etc. from CSEC property. Should Licensee fail to remove such items, CSEC shall remove these items and charge the Licensee one-hundred dollars (\$100.00) per hour for such removal, plus any related equipment, hauling and disposal fees, or deduct the fee from the Licensee security deposit (If applicable).

14. **Fire and Life Safety.** Licensee and Licensee's service contractors and exhibitors shall be familiar with and abide by the Colorado Springs Fire Department's Division of the Fire Marshal's Fire and Life Safety Requirements for Conventions, Trade Shows and Exhibits. The Colorado Springs Fire Department has classified the CSEC as a Class A(1) Occupancy facility; therefore, Licensee is not required to obtain a permit prior to their event unless a special permit, for a particular hazardous activity, is required by the Division of the Fire Marshal. Questions regarding special permits, hazardous activity permissions, clarifications or questions regarding these guidelines should be addressed with the CSEC Fire Warden or Facility Manager prior to contacting the Division of the Fire Marshal.

a. **CSEC Crisis Communication Plan.** The CSEC Crisis Communication Plan is a published document that identifies and outlines specific procedures to help ensure the safe, timely and orderly protection of all employees and guest within the facility in the event of a crisis. A copy shall be available to Licensee, event staff, service contractors and exhibitors upon request. Activation of the plan is initiated and managed initially by First Responders and subsequently by CSEC staff.

15. **Firearms/Weapons.** Firearms are permitted in all areas of the CSEC, with the exception of any event in which alcohol will be served, pursuant to all federal, state and local laws governing the possession of such. CSEC reserves the right to deny entry to any person open carrying and/or concealed carrying a firearm/weapon should there be reason for concern. Licensee reserves the right to revoke this rule and prohibit any open carrying and/or concealed carrying of firearms/weapons from entering the Facility during the time of its contracted event. No firearm may be fired in the interior or exterior of the Facility, including parking areas.

16. **Floor Plans.** Licensee shall provide to CSEC a copy of a full and complete floor plan for event no less than thirty (30) days prior to the start of event. All floor plans provided are subject to approval by the Colorado Springs Division of the Fire Marshal. Floor plans should include information such as, but not limited to, room or hall set-up, decorator plans, designated areas for caterers, concessionaires, and/or bar service, entertainment expectations, staging needs, smoking section designation, delivery expectations, staffing requirements and additional services that may be needed. Staffing requirements include information such as, but not limited to, event personnel, electrical needs, security and emergency service. Additional services needed may include information such as, but not limited to, utility hook-ups and audiovisual needs. CSEC may request Licensee, by written notice, to make changes, deletions and/or additions, as CSEC may, in its reasonable discretion, deem necessary or desirable. Failure by Licensee to

make any such reasonable changes, deletions and/or additions within five (5) days after receipt of written notice thereof shall constitute a default, as outlined in Section 18(a) of Agreement.

- a. **Exhibits/Booths Placement.** Per order of the Colorado Springs Division of the Fire Marshal, travel distance within Addendum Booths or exhibit enclosures to an exit aisle shall not exceed 50 feet. No exhibits or booths are permitted outside the front of the building under the overhang/canopy, to include tables or any other types of stands in which the public may congregate.
- b. **Exit and Aisles.** Per order of the Colorado Springs Division of the Fire Marshal, exit doors shall not be blocked in any manner at any time. Exit doors must be kept clear from obstructions that would prohibit or limit their full use and movement and shall not be propped or held open. Aisles shall be kept clear from obstructions at all times and shall be kept uniform throughout. Aisles shall lead towards exits or existing access doorways and shall be provided such that the travel distance to an exit door from any point within the Facility is not more than 250 feet.
- c. **Lobby Areas.** By order of the Colorado Springs Division of the Fire Marshal, lobbies serve as an exit access. Registration/ticket booths are permitted in lobby areas but shall not impede required access. Vendors, booths nor exhibits are permitted within the lobby area. CSEC lobby areas are defined as the space between both sets of vestibule automatic doors located in the front of the building.

17. **Hours of Operation.** Licensee shall open, close and secure the building following each calendar day of an event, including move-in/out, in accordance with times outlined in Addendum A. Any time in excess of that which is outlined in Addendum A will result in an additional two hundred fifty dollar (\$250.00) hourly fee charged to the Licensee. Licensee or its designated representative, previously defined by Licensee and communicated to CSEC, must remain in the building until all service contractors, exhibitors and attendees have vacated the building. No service contractors, exhibitors nor attendees will be permitted to enter the building if Licensee or its designated representative is not present. Licensee can request after-hours reentry and must obtain prior approval from CSEC. Granted after-hours reentry requests will incur an After Hours Reentry Fee of two hundred dollars (\$200.00) per hour to be paid by Licensee. After hours reentry is subject to staff availability.

18. **Insurance.** Licensee shall meet all insurance requirements as outlined in Section 16 of the Agreement. Failure to comply with insurance requirements will be considered a contractual default, as outlined in Section 18(a) of the Agreement, and is subject to cancellation of the event at no fault of CSEC. Licensee shall deliver to CSEC Certificates of Insurance evidencing the existence thereof, all in such form as CSEC may require, no less than fourteen (14) days prior to the start of the event and shall keep in force at all times during the terms of the Agreement, to include move-in, move-out and all other times agreed upon and outlined in Addendum A. If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of the event, Licensee shall immediately renew such policy or policies and provide Certificate of Insurance evidencing such renewal(s).

- a. **Alcohol Event Related.** Insurance for events in which alcohol will be served are required to include liquor liability coverage.
- b. **Failure to Provide Certificates of Insurance.** Failure to provide evidence of required Certificates of Insurance no less than fourteen (14) days prior to the start of event will result in either an addition of an Administrative Fee of one hundred dollars (\$100.00) to be paid by Licensee or cancellation of Agreement/Contract at no fault of CSEC, determined at the sole **discretion of CSEC.**

19. Licenses and Permits Requirements. If any governmental license or permit is required for the proper and lawful conduct of Licensee's business or other activity conducted in or at the Facility, or if failure to obtain such a license or permit might in any way affect the operations of the CSEC, the Licensee, at its own expense, shall obtain and maintain such license or permit and submit the same to inspection by CSEC. Licensee is responsible for determining what licenses and/or permits are required for an event. The following list provided is to be used as a guide and is not inclusive of all licenses/permits which may be required by law. Licensee shall indemnify, defend and hold CSEC and all other indemnities harmless from any liability, claims or costs, including attorney's fees, arising from the failure of Licensee to obtain any and all necessary licensing required for event, which may or may not be outlined herein.

- a. **Alcohol.** Events which are open to the public and in which written approval to serve alcohol is obtained from CSEC require Licensee to work with an approved non-profit organization to obtain a Special Events Liquor Permit, as required by Colorado Department of Revenue Enforcement Division. Special Events Liquor Permits must be approved by the City of Colorado Springs and are not guaranteed. Refusal of the City of Colorado Springs to issue a Special Events Liquor Permit does not negate the obligations as outlined in the Agreement. Licensee is solely responsible for the cost of the permit and any associated fees. Licensee must include host liquor liability insurance coverage on its general liability policy. Each bar area and/or serving station must be staffed at all times by a bartender possessing a valid Colorado Alcohol Server/Seller certification, as required. CSEC reserves the right to request proof of such certification.
- b. **Catering/Concessions.** All approved caterers, concessionaires and/or food/beverage vendors are required to provide copies of a current Retail Food Establishment License and a Retail Food Establishment Temporary License, as applicable per the Food Protection Act; Section 25-4-1607, Colorado Revised Statutes, to CSEC at least fourteen (14) days prior to the start of the event. Failure of caterer and/or concessionaires to provide requested licensing may result in revocation of Licensee's rights to serve food and/or beverages within the Facility.

- c. **Intellectual Property; Copyrighted Materials; and Proprietary Materials** Licensee warrants, on its own behalf and on the behalf of any artist(s)/performer(s), vendor(s), exhibitor(s), speaker(s)/presenter(s), broadcaster(s), disc jockey/karaoke operator(s) or any other person(s), group(s), for-profit or non-for-profit organization(s), educational or academic institution(s) or business(es) authorized or permitted by Licensee upon the premises, that all materials (music, literary or artistic work or other property protected by copyright) presented, heard, played, performed, distributed, displayed or shown has been duly licensed or authorized by the owners of any copyright or trademark interests. Licensee further warrants that payment arrangements have been made for any licensing or royalty fees chargeable or attributable to the Licensee's Event to the appropriate agencies for the use of any copyrighted and trademarked materials. Licensee acknowledges sole responsibility for said fees and promises to pay all such claims and to indemnify and hold harmless CSEC, Owner, their agents and employees, from and against all claims, including penalties and attorney's fees levied against or incurred by any such indemnified party as a result of any copyright or trademark dispute that arises out of Licensee's breach of the foregoing warranties. For further information on Performing Rights Licenses, Licensee may wish to contact performance rights organizations such as: American Society of Composers, Authors and Publishers (ASCAP); Broadcast Music, Inc. (BMI); Society of European Stage Authors and Composers (SESAC); Global Music Rights (GMR); SoundExchange. These organizations mandate Performing Rights Licenses are attained exclusively by and in the name of the Show/Event Promoter, thus CSEC cannot and does not retain Performing Rights Licenses with any of these organizations for its leased space. CSEC does not permit Licensee to utilize, in any manner, CSEC's public address system or CSEC's other audio/visual equipment to broadcast, display or play copyrighted unlicensed or unauthorized live performances, recorded material or broadcast during Licensee event.
- d. **Addendum Animals.** Licensee shall obtain any licenses and/or permits as required by and shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations and/or applicable to the humane care and treatment of animals. Licensee assumes full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations and/or orders as they relate to the needs and rights of those animals, which are under the Licensee's care and control, as reference in Section 3 herein.
- e. **Security.** All approved security service providers are required to provide proof of a valid Contract Security Agency License, as required by the codes and/or ordinances of the City of Colorado Springs. In addition, security service providers are required to carry and must provide copies of proof of general liability and workers compensation insurance.

20. **Move-in/out.** Loading dock areas, authorized areas, concourse area and parking lots are considered hazardous work areas during move-in/out. As such, drinking of alcoholic beverages, horseplay, use or possession of illegal or controlled substances and speeding or reckless use of vehicles is strictly prohibited. For safety reasons, children under the age of fourteen (14) are prohibited from these areas during move-in/out.

- a. **Air Conditioning/Heating.** Comfort level air conditioning or heating will be provided during actual event hours; however, neither air conditioning nor heating will be provided until the overhead door located in the rear of the building is closed and secured. No air conditioning or heating will be provided during move-in/out.
- b. **Cleaning.** Licensee shall accept the premises in the condition prior to the start of an event and shall return the premises in the same condition at the conclusion of an event. Additional fees will apply should CSEC have to perform any cleaning considered to be necessary to restore Facility to original condition.
- c. **Deliveries and Storage.** All deliveries and/or pickup of equipment/goods must be scheduled and supervised by Licensee during all times outlined in Addendum A. Scheduling of deliveries and/or pickups outside of the dates and times outlined in Addendum A must be approved by CSEC to ensure availability and additional fees shall apply. CSEC does not assume legal responsibility nor liability for any food, beverage, equipment and/or personal property delivered or brought into the Facility at any time.
 - i. **Crate storage** is permitted on site through the start to the conclusion of event, as outlined in Addendum A, only in designated areas and must be indicated on all floor plans submitted for approval. The dimensions must be clearly marked on the exhibit floor itself to assure aisle integrity and an overall neat appearance.
 - ii. **Designated Areas.** All deliveries must enter and leave the Facility through the designated loading dock or overhead door located in the rear of the building. In no case should the front of the Facility be used for such purpose without approval by CSEC.
 - iii. **Drayage Services.** Early deliveries and items remaining in the building for outbound shipment or pickup following move-out is permissible with pre-arrangement and full payment of CSEC Exhibitor Services drayage fees. Early deliveries not previously agreed upon and arranged with CSEC will be refused. Items for outbound shipment and/or pickup following move-out must be palletized or boxed, wrapped, secured and labeled. CSEC does not have nor will provide any shipping or packing supplies nor will the CSEC arrange for pickup or outbound shipment. Outbound transportation details must be arranged by shipper and required documents must be provided to CSEC when such pallet(s) and/or box(es) are transferred into the custody of CSEC. Pallets, displays, booth items, fixtures and boxes remaining in the building or in the parking lot following move-out without a mutual previously defined drayage agreement, will be treated as abandoned property, as outlined in Section 13 herein. Drayage fees do not apply to deliveries accepted by and completely handled by Licensee during the term of the Agreement, as outlined in Addendum A.

- d. **General Procedures.** CSEC staff and/or security retains ultimate authority regarding ensuring safety during move-in/out and all reasonable directives made by CSEC staff and/or security must be followed immediately. Should any reasonable directive be ignored those persons are subject to removal at no cost or liability to CSEC.
 - e. **Loading/Unloading.** All loading and unloading of anything brought into the Facility in relation to an event shall be performed using only the designated loading dock or overhead door located in the rear of the building. In no case should the front of the Facility be used for such purpose without approval by CSEC. Under no circumstances will any exterior doors be propped open without CSEC approval. No vehicle, unless part of an exhibit, will be permitted to drive onto the exhibit floor to load/unload without CSEC permission. Blocking or parking on loading dock, except for active loading and unloading, and parking in fire lane is strictly prohibited and violators will be towed without warning at owner's expense.
 - f. **Overhead Door Usage.** The overhead door is for usage only during move-in/out. Overhead door is forbidden to be opened while public is in the building nor when air conditioning or heating systems are in operation.
 - g. **Trash Removal.** CSEC will provide trash removal with applicable fees charged to the Licensee, as outlined in Addendum A. Licensee is responsible for ensuring all officers, directors, agents, employees, service contractors, exhibitors/vendors, and attendees dispose of trash in appropriate provided receptacles. All trash removed from the Facility is to be placed in designated dumpsters. All boxes shall be broken down prior to disposal and placed in either the provided dumpsters or recycling receptacle, as directed by the CSEC. CSEC shall order an additional dumpster which shall be added to the Licensee's invoice and/or deducted from the Licensee's security deposit should the provided receptacles capacity be exceeded.
21. **Maximum Capacity/Occupancy.** CSEC has a mandated maximum capacity/occupancy of 5,200 persons permitted to occupy Hall A and 6,000 persons permitted to occupy Hall B for the Facility total persons capacity/occupancy of 11,200 at any one time, to include, but not limited to, Licensee, exhibitor/vendor, caterers/concessionaires, event-related personnel, performers, attendees and any other person(s) within the Facility during the time of the event. Maximum capacity/occupancy is established by the Colorado Springs Fire Marshal and enforced by CSEC with the mandatory participation of the Licensee. This number is subject to change depending upon type of event and its configuration. Licensee shall not sell, allow, or cause to be sold or issued admission tickets that would result in excess of the maximum capacity at any given time nor shall persons exceeding the maximum capacity be allowed into the Facility. CSEC has the final authority in respect to capacity.

- a. **Adherence.** It is expected that Licensee work in good faith with the CSEC to assure that established capacity is not exceeded. CSEC has the authority, without reservation, to request and to immediately be furnished by Licensee the count of attendees, the count for number of tickets sold and/or number of passes and tickets redeemed, and to cease event, prohibit additional attendees from being permitted access to the Facility and/or remove attendees from the Facility should capacity be exceeded. CSEC shall not owe any compensation to Licensee, officers, directors, agents, employees, service contractors, exhibitors/vendors nor attendees for loss of admission or any financial damages caused by these actions.
 - b. **Non-ticketed events.** Licensee shall, at its own expense, establish a verification method for permitting persons to enter the Facility and provide to CSEC for approval no later than seven (7) days prior to an event. CSEC and Licensee shall mutually discuss, document and implement a plan of action to manage entry and re-entry of all events.
 - c. **Pre-ticketed events.** Licensee must submit verified and notarized copies of number of tickets sold upon the request by CSEC.
22. **Outdoor Exhibits.** Under no circumstances shall Licensee, service contractors nor their exhibitors/vendors place exhibits, booths, registration or ticketing areas, promotions displays, remote broadcast setups, sign spinners, concessions, furniture or fixtures outside the Facility or in any parking area unless Licensee has explicitly been granted a license to use each of the outside areas occupied. All outside areas must be contracted as exhibit space in Addendum A and permitted through the Colorado Springs Planning and Development Department Land Use Review Division and the Colorado Springs Fire Department's Division of the Fire Marshal. Additional fees apply and permits from one or both of these agencies may be required. Operating Policies and all terms outlined in the Agreement apply, in their entirety, as applicable, when outdoor exhibits are permitted.
23. **Outside Food/Beverage.** Absolutely no outside food and/or beverages shall be permitted on any Facility premises when food concession is provided by CSEC designated providers, except with prior written permission from the CSEC. Licensee is responsible for ensuring this policy is upheld by all person(s) associated with or attending the event. Neither Licensee nor Licensee's exhibitors/vendors shall give away or sell food and/or beverages without written approval from CSEC, as outlined in Section 6(a-f).
24. **Parking.** CSEC and other indemnified parties, as outlined in Section 3(c) of the Agreement, are not responsible for any loss of contents within, theft of nor damage to vehicles parked at the Facility. Parking in no parking zones, such as fire lanes, employee parking or coned/marked off areas, is strictly prohibited and unauthorized vehicles will be towed without warning at owner's expense. Parking on or blocking of the loading dock/ramps, except for active loading/unloading, is prohibited and violators will be towed without warning at owner's expense.

25. **Payment.** Unless otherwise noted, rates are incorporated within Addendum A of the Agreement and should be referenced for such. Additional expenses may be incurred based on requests from Licensee and/or CSEC, including, but not limited to, additional services required and applicable fees as outlined herein, after the execution of the Agreement. Any and all outstanding balances shall be payable immediately following the conclusion of the event, including applicable late fees. No balances will be carried over or postponed for any reason.
- a. **Acceptable Forms.** CSEC shall accept only cash, check (personal, company, or certified) or money order, and all major forms of credit card as acceptable forms of payment. CSEC shall be unable to accept personal and/or company checks as acceptable forms of payment within fourteen (14) days or less of the start of the event, as outlined in Addendum A, nor for any post-event payments.
 - i. If Licensee choose to pay by a any form of major credit or debit card a 4% process fee shall be applied to the total charge.
 - b. **Collection Costs.** Should CSEC have to employ an outside collection agency in an effort to collect unpaid balances from Licensee, Licensee shall be responsible for paying associated costs incurred through agency efforts.
 - c. **Late Fees.** If Licensee fails to pay any amounts when due under the Agreement, as outlined in Addendum A, Licensee shall pay to CSEC a late charge of .05% per day on the unpaid balance that is past due.
 - d. **Returned Check.** In the event of any check being returned unpaid regardless of reason, CSEC reserves the right charge the greater of either a fifty-dollar (\$50.00) fee or actual expenses incurred from the bank per returned check to cover damages resulting from returned check. CSEC will represent any returned checks once without providing prior notice to Licensee. CSEC reserves the right to only accept cash as acceptable form of payment beginning from the date of first returned check.
26. **Prohibited Actions.** Abusive language (verbal or written), offensive gestures, threats, assaults, vandalism, theft, use or possession of unauthorized alcoholic beverages, illegal or illicit drug use or possession and all other actions deemed inappropriate by CSEC may result in immediate removal from the Facility and arrest and/or prosecution of the parties involved at no fault of CSEC.
27. **Property of CSEC.** Neither Licensee nor any officer, director, agent, employee, subcontractor, exhibitor/vendor, attendees or others affiliated with event may transport, modify, or remove any equipment, furnishing or other property belonging to CSEC. All missing, stolen, broken or defaced equipment will be charged as damages upon CSEC's post move-out inspection as outlined in Section 9 herein.

28. **Public Safety.** Licensee agrees not to bring onto the premises any material, substance, equipment, or object which has potential to endanger the life of, or to cause bodily injury to, any person on the premises or which has potential to constitute a hazard to property, contents or occupants thereon, without prior approval of CSEC. CSEC shall have the right to refuse to allow any such material, substance, equipment or object to be brought onto the premises and the further right to require its immediate removal, if found thereon.
- a. **Announcements.** CSEC reserves the right to make any announcements as CSEC deems necessary in the interest of public safety. When practical, CSEC will make its best effort to inform Licensee prior to making such announcement.
 - b. **Emergency Medical Services.** As standard practice, CSEC does not require emergency medical services to be onsite during an event nor does CSEC supply emergency medical services. However, CSEC reserves the right to require onsite emergency medical services for any event, at their sole discretion, and at the expense of Licensee. Licensee may choose to require onsite emergency medical services for its event and CSEC will arrange such service through a preferred provider at the expense of the Licensee.
 - c. **Evacuation or Containment of the Facility:** Should a crisis occur requiring evacuation or containment of the Facility, the CSEC will direct everyone in the Facility on procedures based on the established CSEC Crisis Communication Plan. Licensee is responsible for ensuring that all participants of the event, including, but not limited to, employees, service contractors, exhibitors/vendors, and attendees, abide by all direction provided by CSEC. If it becomes appropriate in the judgment of CSEC to evacuate the premises because of a threat to public safety, then, after such evacuation, the Licensee may continue to use the premises for event continuance at the sole discretion of CSEC and by authorization from local law enforcement agencies. Licensee hereby waives any claim for damages or compensation from CSEC from such evacuation, containment or disruption.
 - d. **Fire Regulation and Prevention.** Licensee, exhibitors/vendors, service contractors and any other person(s) associated with event must comply with all federal, state and local fire codes that apply to places of public assembly. CSEC strictly adheres to established fire prevention guidelines, as referenced in Section 15 herein.
 - e. **Incident/Injury Reporting.** CSEC requires an in-house report be completed for all incidents of injury, theft or any other event deemed necessary by CSEC and/or Licensee.
 - f. **Law Enforcement; Fire Safety Personnel:** Licensee shall provide, at its own expense, as needed and determined by CSEC, uniformed police officers, sheriff deputies and/or fire fighters, during the event in order to maintain proper conduct of all in attendance and enforce all applicable Operating Policies relating to public premises. The officers, deputies and/or fire fighters must be appointed by the presiding local law enforcement agencies. CSEC has the authority to call additional on-duty officers and/or fire fighters at its discretion, in case of an emergency.

29. **Residual Matters.** All matters, rules, regulations that may arise and are not expressly provided for herein shall be decided upon by CSEC personnel at the time of the matter occurrence.
30. **Smoking/Vapor.** Pursuant to State Laws, CSEC has adopted a smoke-free/vapor free policy in all parts of the Facility. Licensee shall inform all person(s) associated with an event of the smoke-free policy, i.e. no smoking allowed anywhere in the Facility. Smoking/vapor is only allowed on the paved designated areas, as designated by CSEC on an event-by-event basis, at least twenty-five (25) feet from any entrance, outside and all smoking remains must be disposed of properly in provided containers. E-cigarette usage permissions are considered on an event-by-event basis at the sole discretion of Licensee, in accordance with applicable Law.
31. **Solicitations.** No collections nor donations, whether for charity or otherwise, shall be made, attempted, or announced on the premises without prior written approval of CSEC.
32. **Tickets.** Licensee shall provide to CSEC no less than ten (10) complementary tickets to any event which is open to the public.
33. **Tours.** CSEC reserves the right to conduct public tours of the Facility during the period of occupancy in such a manner that the tours do not interfere with the Licensee's event. CSEC will make a concerted effort to avoid scheduling tours with groups that would be considered in direct competition with Licensee
34. **Two-Way Communication.** Two-way communication is a necessity to ensure the successful execution of an event. CSEC will provide two-way communication devices to Licensee and one other person designated by the Licensee which will serve as means of communication solely between Licensee and CSEC staff during the event. CSEC cannot guarantee directives and/or concerns will be addressed timely if two-way communication devices are not used. CSEC is not liable for any delay of directives and/or concerns as a result two-way communication failures or misuse. All two-way communication devices must be returned to CSEC at the conclusion of event. Licensee will be responsible for the cost of any lost or damaged devices.
35. **Vehicles.** By order of the Division of the Fire Marshal, Licensee is required by Colorado Springs Law to abide by, enforce and adhere to the following policies. Failure to abide by vehicle policy will result in vehicle and vehicle's owner(s) removal from the Facility at no fault to CSEC.
- a. **Motorized Vehicles.** Motorized vehicles are permitted to be displayed within the building provided all vehicles meet the following requirements. All motorized vehicles are subject to inspection, for adherence to policies as outlined herein, before and/or during the event.
 - i. Motorized vehicles are not permitted to be started, turned on or running while the general public is in the Facility.

- ii. Batteries are disconnected.
- iii. Fuel in fuel tanks do not exceed the lesser of either one quarter tank or five gallons.
- iv. Fuel tanks and fill openings are closed and sealed to prevent tampering.
- v. Vehicles, boats or other motor craft equipment are not fueled or defueled within the building.

BY SIGNING BELOW, LICENSEE ACKNOWLEDGES THE RECEIPT OF AND AGREES TO ABIDE BY ALL OPERATING POLICIES AS OUTLINED HEREIN. IT IS THE LICENSEE'S RESPONSIBILITY TO ENSURE THAT ALL SERVICE PROVIDERS, EXHIBITORS/VENDORS, AND ATTENDEES ABIDE BY ALL SUCH OPERATING POLICIES. LICENSEE ACKNOWLEDGES THAT THE OPERATING POLICIES ARE AN EXTENSION OF THE AGREEMENT AND BINDING IN A COURT OF LAW.

Printed Name: _____

Licensee Signature: _____

Date: _____