

EXHIBIT A

ADDITIONAL PROVISIONS

1. Use of the Convention Center.

(a) Landry's Management, L.P. ("LMLP") hereby grants Contractor, upon the terms and conditions hereinafter expressed, a license to use those areas of the Convention Center described on Exhibit B attached hereto (the "**Authorized Areas**"), including all improvements, furniture, fixtures, easements, rights of ingress and egress, and appurtenances thereto, during the dates and times set forth in the Contract (each such date and time, an "**Event**"). It is expressly understood by the parties hereto that the Convention Center shall be vacated by Contractor and all persons participating in or attending an Event hereunder on or prior to the end-time of each License Term (as set out in the Contract and defined in Section 4 hereof). Contractor shall arrange to have all Events and activities related thereto cease within a reasonable time prior to the expiration of the License Term to allow ample time for the Convention Center to be completely vacated on or prior to the expiration of the License Term.

(b) In the event Contractor desires to use the Authorized Areas or any other portion of the Convention Center at any time other than during the dates and times delineated on Exhibit B, Contractor shall request from LMLP prior written permission to use such areas of the Convention Center. In the event such permission is granted, Contractor shall pay as additional rent an amount equal to the sum of LMLP's actual costs for performing its obligations under this Agreement during the date(s) and time(s) requested, and a fee in an amount determined by LMLP to represent a fair value for use of such additional areas of the Convention Center during such date(s) and time(s).

(c) Contractor acknowledges that, in connection with LMLP's management and operation of the Convention Center, LMLP utilizes the services of certain third-party independent contractors (the "**Third-Party Contractors**"). Contractor hereby agrees that LMLP shall not be responsible in any way for the acts and/or omissions of any one or all of the Third-Party Contractors.

(d) Floor Plans and Descriptions.

(i) Upon request and at least six (6) weeks prior to the Event, Contractor shall provide to LMLP, for LMLP's and the City of Galveston Fire Marshal's approval, five (5) copies of a full and complete floor plan for the Event, and if requested, furnish a description of all electrical, communications systems, and plumbing work anticipated to be needed for the Event. Based upon a review by LMLP and such Fire Marshal of the foregoing materials, LMLP may request Contractor, by written notice within ten (10) days after receiving the materials, to make such changes, deletions, and/or additions as LMLP may, in its reasonable discretion, deem necessary or desirable. Failure by Contractor to make any such reasonable changes, deletions, or additions within seven (7) days after receipt of written notice thereof shall constitute a breach of this Agreement.

(ii) At least four (4) weeks prior to each Event, Contractor shall provide to LMLP information relating to room or hall set-up(s), staging, event personnel requirements, and food and beverage requirements.

2. Purpose.

(a) The Convention Center is to be used solely for the purpose of conducting the Event(s) outlined in the Contract. Contractor shall not use the Convention Center, or permit the Convention Center to be used by any of its officers, directors, agents, employees, Contractors, or invitees, for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on, or near the Convention Center.

(b) Contractor shall be solely liable for any and all losses, liabilities, claims, damages, and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "**Losses**") occurring at the Convention Center (whether within or without an Authorized Area) caused to LMLP, the City of Galveston

and/or persons and/or property in, on, or near the Convention Center before, during, or after an Event, by (i) Contractor's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "Laws") applicable to Contractor's performance under the Contract (including this Exhibit A) and/or activities at the Convention Center, (ii) any unlawful acts on the part of Contractor or its officers, directors, agents, employees, subcontractors, Contractors, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Contractor or its officers, directors, agents, employees, subcontractors, Contractors, or invitees, or (iv) the material breach or default by Contractor or its officers, directors, agents, or employees of any provisions of this Contract including this Exhibit A.

(c) Contractor shall conduct business in the Convention Center in a dignified and orderly manner with full regard for public safety and in conformity with the Convention Center General Rules and Regulations (Exhibit "C" attached hereto), to which Contractor hereby agrees to be bound. Without limiting the foregoing, Contractor shall obtain prior written approval from LMLP's General Manager at the Convention Center for any pyrotechnic displays which Contractor anticipates may be performed at the Convention Center during the term of this Agreement. Contractor agrees that it will not allow any officer, agent, employee, Contractor or invitee at, in or about the Convention Center who shall, upon reasonable, non-discriminatory grounds, be objected to by LMLP and such person's right to use the Convention Center may be revoked immediately by LMLP.

3. Condition of Convention Center.

(a) Contractor acknowledges that Contractor has inspected the Convention Center, and that Contractor is satisfied with and has accepted the Convention Center in its present condition.

(b) LMLP shall have the continuing obligation and responsibility to maintain and keep the Convention Center in good order and repair, normal wear and tear excepted; provided, however, that (i) the failure by LMLP to accomplish the foregoing, said failure resulting from circumstances beyond the control of LMLP, shall not be considered a breach of the Contract by LMLP, and (ii) any damages to the Convention Center and its appurtenances caused by Contractor or its officers, directors, agents, employees, Contractors, or invitees shall be paid for by Contractor at the actual or estimated cost of repair.

(c) Contractor shall not make any alterations or improvements to the Convention Center without the prior written consent of LMLP. Any alterations or improvements of whatever nature made or placed by Contractor to or on the Convention Center, except movable trade fixtures, shall, at the option of LMLP, (i) be removed by Contractor, at Contractor's expense, immediately upon the conclusion of the Event or (ii) become the property of the Convention Center.

4. Term of License. The license granted in Section 1 above will be effective as of the date and time set forth in the Contract and will continue in effect, unless earlier terminated as set forth in Section 10, until the date and time set forth in the Contract (the "**License Term**").

(b) Reimbursable Service Expenses. On or about five (5) days after the conclusion of an Event, LMLP shall deliver to Contractor an expense report setting forth the expenses actually incurred by LMLP for the services ("**Actual Expense Report**"). In the event the amount reflected in the Actual Expense Report exceeds the amount previously paid by Contractor to LMP, Contractor shall promptly pay to LMLP the amount of the excess. In the event the amount previously paid by Contractor to LMP exceeds the amount reflected in the Actual Expense Report, LMLP will promptly pay the Contractor the amount of such excess. Notwithstanding anything to the contrary set forth in this Contract, LMLP's failure to deliver either the Actual Expense Report shall not excuse Contractor's obligation to pay any amounts due hereunder.

7. Taxes. LMLP shall not be liable for the payment of taxes, late charges, or penalties of any nature relating to any Event or any revenue received by, or payments made to, Contractor in respect of any Event, except as otherwise provided by law. Contractor shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever.

8. Insurance.

(a) Contractor shall, at its own expense, secure and deliver to LMLP not less than thirty (30) days prior to the Event and shall keep in force at all times during the term of this Contract:

(i) Commercial general liability insurance including: (1) premises/operations, (2) broad form contractual, and (3) personal injury. This general liability insurance shall include limits of liability of not less than \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage and \$2,000,000 general aggregate coverage.

(ii) Comprehensive automobile liability insurance for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00 combined single limit for bodily injury and property damage.

(iii) Worker's compensation insurance for Contractor's employees with statutory limits of liability.

(iv) Commercial umbrella liability insurance with limits of not less than \$1,000,000 per occurrence,

(b) The following shall apply to the insurance policies described in clauses (i) and (ii) above:

(i) LMLP and the City of Galveston shall be named as additional insureds thereunder. Not less than thirty (30) days prior to the move-in date set forth in the Contract, Contractor shall deliver to LMLP certificates of insurance evidencing the existence thereof, all in such form as LMLP may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to Landry's Management, L.P." If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of an Event, Contractor shall deliver to LMLP at least 30 (thirty) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.

(ii) The coverage provided under such policies shall be occurrence-based, not claims made.

(iii) The coverage limits on such policies shall be on a per-occurrence basis only; there shall be no aggregate limit with respect to the aggregate amount of coverage provided thereunder.

(iv) Contractor hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of Contractor under this Contract, including, without limitation, Contractor's indemnification obligations under Section 9 below.

(c) The terms of all insurance policies referred to in this Section 8 shall preclude subrogation claims against LMLP, the City of Galveston and their respective officers, directors, employees, and agents.

9. Indemnification.

(a) Contractor shall indemnify, defend, and hold harmless LMLP, and the City of Galveston, and their respective officers, directors, agents, and employees from and against any and all Losses arising from (i) the matters described in Section 1(e)(iii) hereof, (ii) the matters described in Section 2(b) hereof, and/or (iii) personal or bodily injury to or death of persons or damage to the property of LMLP or the City of Galveston to the extent caused by the negligent acts, errors and/or omissions or the willful misconduct of Contractor or its officers, directors, agents, employees, subcontractors, Contractors, or invitees.

(b) The provisions set forth in subparagraph (a) above shall survive termination of this Contract.

10. Default, Termination and Other Remedies.

(a) Default. Contractor shall be in default under this Contract if any of the following occur: (i) Contractor fails to pay any amount due hereunder (including, without limitation, the deposits set out in the Contract) when the same are required to be paid hereunder, (ii) Contractor or any of its officers, directors, employees or agents fails to perform or fulfill any other term, covenant, or condition contained in this Contract and Contractor fails to commence a cure thereof within five (5) business days after Contractor has been served with written notice of such default, (iii) Contractor makes a general assignment for the benefit of creditors, (iv) Contractor causes or permits any waste or damage to be done to the Convention Center, or any part thereof, (v) Contractor is adjudicated bankrupt or an involuntary petition in bankruptcy is filed against it or any of its properties is seized upon levy or execution, or (vi) a dispute occurs between Contractor and its employees or between Contractor and any union or group of employees by reason of the union affiliation or lack of union affiliation of persons employed by Contractor or any one with whom Contractor contracts.

(b) Termination. Upon a default pursuant to Section 10(a) hereof, the nonbreaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate the license granted in Section 1 hereof and the obligations of the parties with respect thereto. In addition to the foregoing, if Contractor fails to comply with any of the provisions of this Agreement, LMLP may, in its sole discretion, delay and/or withhold payment and/or settlement of all accounts and funds related to monies collected or received by LMLP for the benefit of Contractor hereunder until the completion of an investigation relating to such violation.

(c) Injunctive Relief. In addition to any other remedy available at law, equity, or otherwise, LMLP shall have the right to seek to enjoin any breach or threatened breach and/or obtain specific performance of this Contract by Contractor upon meeting its burden of proof of such breach or threatened breach as required by applicable statute or rule of law.

(d) Unique Qualities. The parties agree and acknowledge that the Contractor is a unique entity and, therefore, the rights and benefits that will accrue to LMLP by reason of this Contract are unique and that LMLP may not be adequately compensated in money damages for Contractor's failure to comply with the material obligations of Contractor under this Contract and that therefore LMLP, at its option, shall have the right to pursue any remedy available at law, equity, or otherwise, including the recovery of money damages and/or the right to seek equitable relief (whether it be injunctive relief, specific performance or otherwise) in the event that Contractor violates its obligation to hold an Event at the Convention Center.

11. Representations and Warranties. Each party hereby represents and warrants to the other party, and agrees as follows:

(a) It has the full power and authority to enter into this Contract and perform each of its obligations hereunder;

(b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Contract; and

(c) No litigation or pending or threatened claims of litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Contract.

12. Covenants. Contractor hereby covenants as follows:

(a) Contractor shall not occupy or use the Convention Center except as provided in this Contract.

(b) Contractor shall comply with all legal requirements which arise in respect of the Convention Center and the use and occupation thereof.

(c) Contractor shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the Convention Center. “**Hazardous Material**” shall mean, without limitation, those substances included within the definitions of “hazardous substances”, “hazardous materials”, “toxic substances”, or “solid waste” in any applicable state or federal environmental law.

(d) Contractor shall not advertise, paint, post, or exhibit, nor allow to be advertised, painted, posted, or exhibited, signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside or on any part of the Convention Center except upon written permission of LMLP.

(e) Contractor shall not broadcast by television or radio any Event scheduled to be presented in the Convention Center under the terms of this Contract without the prior written approval of LMLP.

(f) Contractor shall not operate any equipment or materials belonging to LMLP without the prior written approval of LMLP.

(g) Contractor, its officers, directors, employees, agents, members, or other representatives shall not “scalp” tickets for an Event, to the extent applicable. Contractor and its representatives shall provide assistance to LMLP in its efforts to control and prevent such ticket “scalping.”

(h) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted while the Convention Center is in use. Moreover, all designated exitways shall be maintained in such manner as to be visible at all times.

(i) If the Contractor Fee includes a percentage of revenue generated from an Event, then no collections, whether for charity or otherwise, shall be made, attempted, or announced at the Convention Center, without first having made a written request and received the prior written consent of LMLP. In such event, donations or collections are granted by LMLP in lieu of an admission ticket, then all such monies received from such collections or donations will be considered as ticket revenues for the purpose of determining the License Fee due to LMLP.

(j) Contractor shall abide by and conform to all rules and regulations adopted or prescribed by LMLP as described in Exhibit C (attached hereto) a copy of which has been provided to Contractor and the terms of which are incorporated by reference herein.

(k) Contractor shall not encumber, hypothecate, or otherwise use as security its interests in this Agreement for any purpose whatsoever without the express written consent of LMLP.

(l) With respect to any Event at the Convention Center, Contractor shall comply fully with any and all federal, state, foreign, local, and municipal intellectual property statutes, laws, regulations, ordinances, rules, constitutional provisions, common laws, and rights of others in any copyrights or other intellectual property rights applicable to Contractor’s activities at the Convention Center, including, without limitation, compliance with any Contractor for the use of musical works and other matters protected by intellectual property rights of others. Specified rent does not include copyright, royalty or intellectual property fees payable to third parties. Contractor specifically takes responsibility for reporting and remittance of such fees to appropriate licensing agencies, including but not limited to ASCAP, BMI, or SESAC.

(m) Contractor shall not engage in the sale and/or distribution of food and/or beverages at the Convention Center.

13. Americans With Disabilities Act. With respect to any Event at the Convention Center, Contractor recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended (“**ADA**”). Contractor represents that it has viewed or otherwise apprised itself of the access into the Convention Center, together with the common areas inside, and accepts such access, common areas, and other conditions of the Convention Center as adequate for Contractor’s responsibilities under the ADA. Contractor shall be responsible for ensuring that the Convention Center complies and continues to comply in all respects with the ADA, including accessibility, usability, and configuration insofar as Contractor modifies, rearranges or sets up in the Convention

Center in order to accommodate Contractor's usage. Contractor shall be responsible for any violations of the ADA that arise from Contractor's reconfiguration of the seating areas or modification of other portions of the Convention Center in order to accommodate Contractor's usage. Contractor shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices, and procedures it applies in connection with an Event are in compliance with the ADA.

14. Construction of this Agreement

(a) Choice of Law. This Contract shall be deemed to be made, governed by, and construed in accordance with the laws of the State of Texas, without giving effect to the conflict of law principles thereof.

(b) Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Contract or to define, limit, or describe the scope or intent of this Contract or the particular paragraphs hereof to which they refer.

(c) Entire Agreement; Amendments. The Contract (including all Exhibits and other documents and matters annexed thereto or hereto or made a part hereof by reference) contains all of the covenants, agreements, terms, provisions, and conditions relating to the rights and obligations of LMLP and Contractor with respect to the Convention Center. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto.

(d) Severability. If any provision or a portion of any provision of this Contract is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

(e) Time. Time is of the essence hereof, and every term, covenant, and condition shall be deemed to be of the essence hereof.

(f) Successors. This Contract shall be binding upon, and shall inure to, the benefit of the successors and assigns of LMLP, and to such successors and assigns of Contractor as are permitted to succeed to the Contractor's right upon and subject to the terms hereof.

(g) Independent Contractor; No Partnership. LMLP and Contractor shall each be and remain an independent contractor with respect to all rights and obligations arising under this Contract. Nothing herein contained shall make, or be construed to make, LMLP or Contractor a partner of one another, nor shall this Contract be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

(h) Singular and Plural. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

15. Miscellaneous.

(a) Waiver. The failure of any party to enforce any of the provisions of this Contract, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Contract. The failure of any party to enforce any of such provisions, rights, or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Contract.

(b) Assignment. Neither this Contract nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Contractor without the prior written consent of LMLP.

(c) Notices. Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be effective either (i) when delivered personally to the party for whom intended, (ii) upon delivery by an overnight courier services that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery, or (iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt; in

any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to LMLP: As outlined on page 1

If to Contractor: As outlined on page 1

(d) Non-Exclusive Use. LMLP shall have the right, in its sole discretion, to use or permit the use of any portion of the Convention Center other than the Authorized Areas to any person, firm or other entity regardless of the nature of the use of such other space.

(e) Force Majeure. If the Convention Center is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of LMLP, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, LMLP is hereby released by Contractor from any damage to Contractor so caused thereby.

(f) Rule of Construction. Each of the undersigned parties hereby agrees that it has carefully reviewed this Contract and has had ample opportunity to seek legal advice and input. Consequently, the rule of construction that ambiguities and unclear phrases are construed against the drafting party or in the light most favorable to the non-drafting party shall not apply.

EXHIBIT B

AUTHORIZED AREAS

As outlined on page 2 of contract.

EXHIBIT C

CONVENTION CENTER RULES AND REGULATIONS

Contractor agrees to distribute these Rules and Regulations to all guests, contractors, exhibitors, etc., and Contractor agrees to enforce the following Rules and Regulations.

LMLP assigns an Event Manager to assist each event. The Event Manager is the liaison through which Contractor, exhibitors and contractors should communicate their requirements.

FIRE CODE

Liquid and gas fueled vehicles and equipment within the facility during show hours must adhere to the following:

- a. Batteries shall be disconnected
- b. Fuel in the fuel tank shall not exceed one quarter of the tank capacity or 5 gallons, whichever is less
- c. Fuel tank openings shall be locked and sealed to prevent the escape of vapors

Fire Department permits are required for the following. It is the responsibility of the Contractor to obtain all required permits. Once obtained, a copy of the permit must be submitted to Event Manager.

- a. Candles and open flames
- b. Fireworks
- c. Carnivals and fairs
- d. Compressed gases
- e. Liquefied petroleum gases
- f. Tents, canopies and temporary membrane structures

Drapes, hangings, curtains, drops and other decorative material, including Christmas trees, that would tend to increase the fire and panic hazard, shall be made from material which is not flammable or shall be treated and maintained in a flame retardant condition by means of flame-retardant solution or a process approved by the Fire Chief, exit doors, exit lights, manual fire alarms boxes, wet standpipe hose cabinets and fire extinguisher locations shall not be concealed or obstructed by decorative material.

Floor plans must be approved by the Fire Marshall's office of the Fire Department. Approval of floor plans is the responsibility of Contractor. An approved copy must be submitted to Event Manager. Floor plans must provide adequate aisle space (10' minimum) and must not prevent access to fire exits, fire hoses, fire reels, fire cabinets, light panels, electrical panels, concession stands, offices or meeting rooms. Exit signs and fire signs located in these areas must remain visible at all times.

Fire Department Standby Inspectors are staffed at the sole discretion of the Fire Department, but will always be required for the following:

- a. Fueled vehicles when in use
- b. Fireworks

- c. LP gas providing a flame
- d. Open flames
- e. Floor seating or standing for the public in the Convention Center
- f. Any appliance that produces grease vapors

All entrances, exits, corridors, concourses, stairs, escalators, elevators, driveways or other doorways shall not be impeded or obstructed by Contractor, Contractor's agents, members or guests.

A ventilating hood and duct system shall be provided for food heat-processing equipment that produces grease-laden vapors.

Barbecue pits outside of buildings shall not be located within ten feet of combustible walls or roofs or other combustible material.

Gas, solid and liquid-fuel burning equipment located outside of a tent, canopy or temporary membrane structure shall not be located within 30 feet of such structures.

FOOD SERVICE/CATERING/CONCESSIONS

The Convention Center's food service contractor is solely authorized to provide food and beverage (including bottled water) services within and to the Convention Center.

No exhibitor may distribute food/beverage of any kind without prior written approval of LMLP. In addition, a Health Permit may be required.

The Convention Center reserves the exclusive right to provide coat, bag, and luggage checks, and to sell gifts and sundries and novelties.

Floor plans must include adequate space and location for Convention Center food services areas/operations.

All food and beverage sampling is limited to approved size by the Convention Center.

FACILITY DAMAGE & DEFACEMENT

Contractor is responsible for all damage. Contractor must report all damages to the Convention Center that occur due to actions of Contractor's staff, agents, contractors, exhibitors and guests during the occupancy period.

Nothing shall be taped, mounted or attached in any form or manner to walls, doors or any facility structure. Easels or other free-standing supports are acceptable.

No decorative or display signs may be hung from overhead beams, columns, ceiling grids or utility pipes without authorization from Event Manager. Items so attached without approval will be removed at the expense of Contractor plus the cost of any damages.

Forklifts, motorized carts, dollies and like equipment are strictly prohibited within meeting rooms, concourses, offices, lobbies or where any permanent carpet exists.

There will be no move-in or move-out through the glass doors.

The driving of nails, tent spikes, tacks or screws into floors, walls, columns, ceilings, trim or the parking garage is not permitted.

NO helium balloons, stickers or stick-ons of any type are allowed in Convention Center facilities.

Contractor is responsible for returning any equipment rented from the Convention Center to its proper department prior to evacuating the premises. Contractor will be responsible for the cost to repair any damaged equipment or to replace any lost or stolen equipment.

OPERATIONS

The Convention Center will provide reasonable heat or air-conditioning during office show days. Air-conditioning or heating is not provided during move-in or move-out unless requested by the Contractor and then only available at the current daily rate. Furthermore, this service can only be provided on move-in and move-out days if Contractor agrees to limit the number of open perimeter freight entrances.

Only Convention Center employees are authorized to operate freight doors. Contractor must coordinate with Event Manager the dates and times the doors will be utilized.

NO forklifts, trucks, trailers, etc. are to be left on Convention Center property overnight without the authorization of Event Manager.

The Convention Center will not accept or provide for the receipt, storage, or holding of equipment or materials for Contractor, shipping agents, exhibitors, members, or guests. Deliveries made to exhibitors during move-in must include event name, building name and exhibitor name.

All vehicles used by Contractor and/or their agents, employees, contractors, exhibitors, etc., will use paved streets for access to and from Convention Center facilities. Any unloading or loading will be performed at permanent docks or from parking lots designated by Event Manager.

SAFETY/CONTROL OF PREMISES

The Convention Center reserves the right to remove any disorderly or disruptive person(s) from the property and/or leased premises.

No live animals are allowed on Licensed premises without written approval by Contractor. In all cases, live animals must be properly caged, leashed or secured at all times as directed by Contractor.

A rigging plot must be submitted to Event Manager for approval prior to rigging any objects from the facility's ceiling.

No person is permitted on the roof or catwalk without signing a release provided by Event Manager.

Firearms or weapons are prohibited on the Convention Center property, without prior written approval the Convention Center.

Contractor is responsible for any damages resulting from the removal of dock safety rails. If safety rails are removed, Contractor is responsible for returning safety rails to their proper position prior to vacating premises.

A signed receipt will be required for all keys received by Contractor, and any key(s) not returned will be at the expense of Contractor.

Items in facilities that are not removed by owner will be removed by the Convention Center or its designated contractor at the expense of the Contractor. Furthermore, the Convention Center is not responsible for any item in facility before, during or after the contracted period.

UTILITIES

The Convention Center or its designees are the exclusive provider of all utility services (electrical, plumbing, gas and compressed air) required by Contractor or Contractor's contractors, subcontractors and exhibitors. The use of generators, other than those provided by the Convention Center or its designees, are not allowed.

The Convention Center provides all electrical connections to the facility's power sources. Only Convention Center personnel or electrical contractor may plug directly into floor boxes, wall or column receptacles, etc.

Established fees for all services are available from the Exhibitor Services Department.

The Convention Center is not responsible for any malfunction of exhibit equipment.

FILING CLAIMS

No claims for damages from Contractor, exhibitor or contractor will be accepted or adjustments made unless filed within 24 hours of the licensed term. Claims must be addressed in writing to a Convention Center Event Manager.

EVENT PERSONNEL

All event personnel including but not limited to ticket sellers, takers, ushers, security personnel, peace officers, door guards, etc., are hired by and are to be under the direction of Convention Center Management and are not to be considered the employees of the Contractor. The quantity of such personnel shall be reasonably determined by Convention Center Management on the basis of the ticket sales, estimated attendance, nature of the event, profile of the attendees, areas in use and consideration for other events.

Contractor will reimburse Convention Center Management for the salaries and costs incurred for Event Personnel according to the Convention Center Schedule of Rates.

During non-event times, Contractor shall be responsible for hiring Convention Center personnel exclusively to protect the exhibit/event area, to control entrances/exits to exhibit event areas, and to secure Contractor's property within the facility from the time to initial occupancy until completion of move-out.

All individuals working on Convention Center property must wear an identification badge provided by their employer or by Contractor. Badges must include the name of the employing firm and the name of the event. In addition, Contractor may also be required to provide a list of all contractors, sub-contractors, personnel or service companies to perform work on Convention Center property.

All Convention Center personnel are badged or uniformed at all times. Contractor will not require Convention Center personnel to wear any additional badges to gain access to any area unless Convention Center Management agrees in writing.

CLEANING

A protective material, such as visqueen, must be used on the floor where any display utilizes soil, humus or similar materials, or pens containing live animals. Furthermore, curbing must be provided to retain loose materials within the limits of the exhibit/display or pens, and watering must be controlled to prevent leakage or seepage.

Drayage contractors are to clean daily any of the freight entrances, docks or crate storage areas they have utilized. Inspections of the above areas will be made daily and any cleaning provided through the Convention Center will be billed to the Contractor. The drayage contractor is responsible for removing ALL remaining crates and pallets off the Convention Center property following an event.

Decorating companies, display houses, florists, photographers, and other independent contractors will be responsible for cleaning their assigned work areas during and at the conclusion of each day. Any cleaning performed by the Convention Center will be billed to the Contractor.

Drip pans and scrap buckets should be provided for operating machinery to prevent lubricants, paint, etc., from staining the floor and/or causing a safety hazard.

Convention Center personnel will clean common areas of public use, exhibit aisles, meeting rooms (except when utilized as an exhibit area) and restrooms. All other janitorial and cleaning services, beginning with the first day of move-in and through the final day of move-out, must be ordered through the Convention Center, at Contractor's or Exhibitor's expense.

The Convention Center monitors restrooms regularly during the duration of an event. Restroom attendants may be assigned upon request. This cost is charged to Contractor according to the Schedule of Rates.

The Contractor is responsible for removing tape and tape residue remaining on the exhibit floor after the event. The Convention Center will bill for cleaning services to remove tape or tape residue.

PARKING

Any vehicles parked on streets or in designated fire lanes will be towed to a location designated by the Convention Center at owner's expense.

The Convention Center is not responsible for theft of or damage to vehicles in the parking area.

TICKET OFFICE

No persons other than the staffed Convention Center Ticket Sellers and the Convention Center Ticket Seller Supervisor are permitted in the ticket booth or are permitted to handle the monies therein. The Convention Center retains exclusive rights for all ticket selling activities.

Ticket Sellers are under the sole direction of the Convention Center. Questions or comments concerning the Ticket Sellers shall be addressed to Event Manager.

The Contractor will receive monies from ticket sales at the schedule time of settlement, ONLY.