



1960 13th Avenue Drive SE - Hickory, NC 28602

Phone: (828) 324-8600 Fax: (828) 345-0700

1. **FACILITIES PROVIDED:** For and in consideration of the rents and charges hereinafter provided, and the mutual agreements contained herein, and subject to the terms and conditions hereinafter stated, **HMCC** hereby licenses the use of certain facilities "designated areas" as are more particularly described in the Contract Agreement and incorporated by reference, and the non-exclusive right to use in common with others the common hallways and walkways necessary to your designated areas, of the **HMCC** located in the City of Hickory, North Carolina.
2. **HMCC** expressly reserves for its own use, with the privilege of occupying and using the same, all lobbies, offices, spaces in halls, corridors, concession stands and an open area 12' from each concession stand, reserved parking spaces, supply rooms, storage areas and grounds used by **HMCC** for its own purposes, except as hereinafter expressly set forth.
3. **PURPOSE OF USE:** **Lessee** and **Lessee** only shall have the right to occupy and use the designated area(s) aforesated for the purposes stated in this agreement and no other.
4. **RENTAL FEE:** **Lessee** agrees to and shall pay a rental fee to **HMCC**, for the privilege of occupying areas as set forth in the Contract Agreement. Said payment shall be in accordance with **HMCC's** standard rates in effect at time of provision. The aforesated rental fee does not include the following and, if used, the **Lessee** agrees to and shall pay the **HMCC** for same:
 - 4.1. Any and all services, equipment, and personnel as may be determined to be necessary by the CEO of the **HMCC** or his/her designee to guard and protect public safety and property and to ensure a sufficient level of service to patrons.
 - 4.2. Any and all facilities, services, equipment and personnel requested by **Lessee** and provided by **HMCC**, evolving out of this Agreement, but which are not specifically delineated herein.
 - 4.3. Any additional costs for an event that is scheduled to be held outside of **HMCC's** planned operations schedule.
5. **Lessee** agrees any visual material, whether prepared by or for **Lessee**, for TV, or print that contains references to **HMCC** shall be approved by **HMCC** in advance of final printing and/or placement. Such material shall contain **HMCC** logo, other logos or service marks as designated by **HMCC**.
6. **DOCUMENT LIABILITY:** Individuals obligating a corporation, company or organization to this Agreement represent by said action that appropriate authority has been duly bestowed upon them to so obligate said corporation, company or organization. **Lessee** certifies and attests that it possesses, except where prohibited by law or applicable regulation, a valid, properly executed and compatible agreement with the entity (i.e. the performer, speaker, group, etc.) whose services form a basis for **Lessee's** desire to rent the facilities aforesated, and shall submit to **HMCC** no later than 30 days in advance of the event, a copy of said agreement(s).
7. **ASSIGN OR SUBLET:** **Lessee** shall not assign nor subject the premises covered by this Agreement.
8. **PROMOTIONAL ACTIVITIES:** **HMCC** reserves the right to make promotional announcements before, during and after all events.
 - 8.1. **Lessee** shall be required to receive express written authorization from **HMCC** for the conduct of any promotional activities including, but not limited to, cash/prize/coupon giveaways, random drawings, games of skill, audience participation activities, raffles, etc., which it wishes to conduct on the facilities. **Lessee** shall be required to request said authorization no later than thirty days (30) prior to the first date of the event. **HMCC** reserves the right to deny authorization of any and all activities deemed not to be in the best interest of the **HMCC**.
9. **Indemnification:** **Lessee** hereby releases, discharges and indemnifies, and agrees to keep indemnified, defend, protect and save harmless **HMCC** and those named Additional Indemnities set forth in this agreement from any and all claims, demands, liabilities, damages, costs, losses and expenses (including attorneys' fees) for any injury to, including the death (whether they be third persons or employees of either **HMCC** or **Lessee**) and any loss (through theft or otherwise) of or damage to property (whether it be that of **HMCC** or **Lessee** or a third person) caused by, growing out of, or happening in connection with or with respect to the use by **Lessee**, or of any other person or legal entity with the permission (express or implied) of **Lessee**, of the Facilities or its equipment. Such indemnification by **Lessee** shall apply unless such damage or injury results from the sole negligence, gross negligence or willful misconduct of **HMCC**.
 - 9.1. In the event any material, composition or name to be used or performed under this Agreement has been duly copyrighted, **Lessee** shall be responsible for securing, before using or employing such material, composition or name, the consent in writing, of the owner of such copyright. **Lessee** agrees to be fully responsible for any fees, royalties and licenses in connection therewith. Furthermore, **Lessee** shall indemnify and save the Hickory-Conover Tourism Development Authority, **HMCC** and the Cities of Hickory and Conover harmless from any and all claims, expenses or suits for copyright infringements that may arise from the performance of this Agreement.
 - 9.2. Without limiting the foregoing, **Lessee** assumes all costs and expenses arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights used during or incorporated in the conduct of its operation hereunder; and **Lessee** agrees to indemnify and hold harmless the Indemnities from all damages, costs and expenses at law or for equitable relief for or on account of any patented, trademarked or copyrighted materials, equipment,

devises, processes or dramatic rights furnished to or used by **Lessee** or its exhibitors, or any infringement with respect thereto in connection with this Agreement, including the costs and expenses of defending any such action, even if it be groundless or fraudulent.

- 9.3. Without limiting the foregoing, **Lessee** shall also indemnify and save harmless the Indemnities from all claims, demands, liabilities, damages, costs, losses and expenses made against or incurred by any of the Indemnities arising out of injury to third parties caused by **Lessee's** failure to return the Authorized Area to **HMCC**, vacate the Facilities, or relinquish **HMCC's** equipment to it at the end of the Agreement Period.
- 9.4. **Lessee** hereby waives any and every claim which arises in its favor and against **HMCC**, or against any of the Additional Indemnities set forth in this agreement, for any and all loss or damage covered by valid and collectible insurance policies to the extent of the insurance proceeds paid with respect thereto. Such waiver shall be in addition to, and not, in derogation of, any other waiver or release contained in this Agreement with respect to any loss or damage to property of **Lessee's**. Inasmuch as the waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any person), the **Lessee** shall notify its insurers of such waiver.

10. CONCESSIONS:

- 10.1. **HMCC** reserves the right to serve all alcoholic beverages, soft drinks, confections, or foodstuffs for consumption on the premises of **HMCC**.
- 10.2. **HMCC** reserves the rights to all novelty and food sales.
- 10.3. **HMCC** reserves the right to charge a fee for parking in **HMCC** parking areas or areas controlled by **HMCC**. All patrons and invitees of any and all attractions staged in the facility or facilities leased by **Lessee** under this Agreement who opt to park in **HMCC** parking facility will be granted the privilege of so doing to the limit of available parking spaces.
- 10.4. **NOVELTIES, SOUVENIRS AND PROGRAMS:** **HMCC** retains the rights to the sale of novelties, souvenirs, programs, and all other event related merchandise for all events on its premises.

11. **RESTRICTION OF FACILITY USE:** **Lessee's** occupation and use of the premises shall be subject to Rules and Regulations of the **HMCC**, State of North Carolina and the City of Hickory. It shall be the responsibility of **Lessee** to review, become familiar with and follow these rules and regulations.

12. **PAYMENT AND COLLECTION OF CHARGES DUE:** All amounts due **HMCC** under the contract agreement are due and payable upon receipt of invoice. Such amounts not paid within thirty days of receipt of invoice will be subject to a late payment penalty which shall be equal to 2% per month of the past due amount, together with any and all costs and fees, including court costs and reasonable attorney's fees, as may be incurred by **HMCC** in the collection of the unpaid amount. **Lessee** hereby grants **HMCC** a first lien in any and all property of **Lessee** located on the premises or in the possession of **HMCC** or **Lessee**, which are not paid in accordance with the terms of this agreement. This remedy is not exclusive and **HMCC** may, at its discretion, pursue any appropriate remedy to recover any and all deficits remaining of the amount due.
- 12.1. **RIGHT OF OFFSET:** **HMCC** may at its sole discretion liquidate any and all assets of **Lessee** located on the premises or within the possession of **HMCC** and may apply the proceeds of said liquidation against the balance of any debt owed **HMCC** by **Lessee**, its agents, representatives, subsidiaries or parent companies.
- 12.2. **TAX LIABILITY:** Any and all taxes that become due in direct connection to or as a result of **Lessee's** use of the premises

shall be the sole and complete responsibility of **Lessee**. Upon demand by **HMCC**, **Lessee** shall pay to **HMCC** an amount sufficient to discharge all such taxes.

13. **CANCELLATION OF AGREEMENT:** Should **Lessee** cancel the event covered by Contract Agreement, no deposit refund shall be made except as are set forth in the Contract Agreement and all costs, fees, charges and rents evolving from **Lessee's** planned use of the premises shall be due from **Lessee** upon demand by **HMCC**, unless alternative payment arrangements are agreed to by **HMCC** in writing.

14. **BROADCASTING:** All forms of broadcasting, telecasting, video taping, recording, or radio broadcasting are reserved by **HMCC** and shall remain under **HMCC's** control, unless **Lessee** is granted in writing the privilege to engage in these or similar activities. If such privilege is granted, **Lessee** may pay **HMCC** a fee that shall be set by **HMCC's** CEO and documented in an addendum or amendment to Contract Agreement or in another sufficient form of written confirmation. **Lessee** shall always be responsible for the direct cost of setting up and removing the broadcast equipment and material.

15. **LICENSES AND PERMITS:** **Lessee** shall be responsible for acquiring and shall pay the cost of any and all licenses or permits as may be required by authorities having jurisdiction over **HMCC** and operations and activities therein.

- 15.1. All show producers, where the event involves booth or exhibit set-up for public attendance, **must obtain** a permit from the Fire Marshall of the City of Hickory. There is a fee for the permit. Proper forms can be obtained from **HMCC** or the Fire Marshall's office. Detailed floor plans for exhibit halls and registration or special activities and exhibits scheduled in public areas of **HMCC**, including exhibits located in Lobby are required.
- 15.2. **Lessee** is instructed not to assume that their floor plan is acceptable until they have received approval from the Fire Marshall.
- 15.3. One copy of the proposed floor plan must be provided to **HMCC's** Director of Events at the same time it is submitted to the Fire Marshall.
- 15.4. All exhibit floor or registration plans should include the following information:
- 15.4.1. Official name of show, sponsoring organizations, rates, and name of service contractor(s).
- 15.4.2. Booth sizes must be indicated.
- 15.4.3. Aisle widths should be clearly indicated.
- 15.4.4. Primary entrance doors and emergency exits should be readily determined.
- 15.4.5. Service contractor storage areas should be clearly marked.
- 15.4.6. Note if aisles are to be carpeted.
- 15.4.7. Distinction between pipe and drape or hard wall should her indicated.

16. LICENSEE'S OBLIGATION AT END OF AGREEMENT PERIOD:

- 16.1. **Return of Authorized Area:** At the end of the Agreement period, **Lessee** shall vacate the facilities and return the area and **HMCC's** equipment to **HMCC**, all in the same condition and repair as originally furnished to **Lessee**, normal wear and tear excepted. At such time, **Lessee** shall remove completely from the Facilities all goods, wares, merchandise and property of any and all kinds and descriptions placed therein (herein "Property").
- 16.2. **Repair of Area:** **Lessee** agrees that if the designated Area, or any other part of the Facilities, shall be damaged by the act, default or negligence of **Lessee**, or of **Lessee's** agents, employees, patrons, guests or invitees, **Lessee** will pay to

HMCC upon demand such sum as shall be necessary to restore said areas to their original condition. **Lessee** hereby assumes full responsibility for the character, acts and conduct of all persons acting for or in behalf of said Lessee.

16.3. **Extended Use Charge:** Should **Lessee** not be able to vacate **HMCC** according to the terms and conditions of this Agreement, **Lessee** shall pay an extended use charge of one hundred dollars (\$100.00) per hour, or any part thereof, that **Lessee** has failed to return the facility or part thereof to **HMCC** and vacate the facilities in accordance with the provisions of this Agreement; unless said failure is caused by any of the following events, to the extent that such event is beyond the **Lessee's** reasonable control: fire, riot, earthquake, civil commotion, or Act of God. The liability to pay an extended use charge does not in any way extend the Agreement period; is not liquidated damages; is intended as a penalty against **Lessee** for use of the facilities or the authorized area beyond the Agreement period; and does not preclude **HMCC** from asserting any other rights against **Lessee**, including, but not limited to, those set forth herein. The extended use charge is due and payable at the end of each period for which the charge is assessed.

16.4. **Failure to return the authorized area or vacate the Facilities:** In the event **Lessee** shall fail to return the area to **HMCC** or to vacate the Facilities in accordance with the provisions of this section, **HMCC** is authorized, at **Lessee's** expense, to be paid to the **HMCC** as a reimbursable cost, to remove there from and to store or return to the **Lessee** or, except where the **Lessee's** failure to do so is caused by an event beyond the **Lessee's** control, such as a strike beyond its control, a national emergency or an Act of God, to create the same as abandoned and discarded property and accordingly dispose of the Property. **HMCC** shall not be liable for any damages or loss to the Property which may be sustained either in the course of such removal or in the course of storage, or in the course of transit, or by virtue of the **HMCC's** disposal of the Property and the **HMCC** is hereby expressly released from any and all such claims for damages of whatsoever kind or nature. **HMCC** shall be under no duty, however, to so remove, store or return the property.

17. DEFAULT & REMEDIES: Events of Default. The occurrence of any of the following shall be considered an "Event of Default".

17.1. **Lessee** shall fail to pay in full and when due any payment required hereunder, whether said payment was required to be paid to the **HMCC** or the **HMCC's** service or material providers;

17.2. **Lessee** shall fail to pay to pay sales, use, excise or other taxes when due or fail, upon request of **HMCC**, or authorized agency, to provide evidence of same to **HMCC**;

17.3. **Lessee** shall fail to obtain or pay for any and all necessary permits and licenses, including union or trade organization clearances, when and where required, or fail, upon **HMCC's** request, to provide evidence of such permits or licenses to **HMCC**;

17.4. Any other default or breach by **Lessee** of any covenant or agreement contained herein;

17.5. **Lessee** shall make an assignment for the benefit of creditors or shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future Federal, state or other statute, law or regulation for the relief of debtors, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of **Lessee** or of all or any substantial part of its properties, or shall admit in writing its inability to pay its debts generally as they become due;

17.6. A petition shall be filed against **Lessee** in bankruptcy or under any other law seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolutions, or similar relief.

19. TERMINATION UPON EVENT OF DEFAULT: Upon the happening of an Event of Default, any rights or interest of **Lessee** under this Agreement shall then and thereupon terminate at the option of **HMCC**. Such termination shall in no way effect the **Lessee's** liabilities under this Agreement.

19.1. **Remedying Defaults.** **HMCC** may, but shall not be required to, pay such sums or to do any act that requires the expenditure of monies or services that may be necessary or appropriate by reason of the failure or neglect of **Lessee** to perform any of the provisions of this Agreement. In the event of the exercise of such right by **HMCC**, **Lessee** agrees to pay to **HMCC** forthwith upon demand all such sums expended by **HMCC** (or the fair value thereof, whichever is greater), together with interest thereon at a rate 1 ½ % per month of the past due amount and all costs of collection including, but not limited to reasonable attorney's fees, as a n additional charges.

19.2. **Termination Without Default.** In the event that the designated area or the Facilities or any portion thereof, is destroyed or damaged by fire or other casualty so that in the reasonable judgment of **HMCC**, its or **Lessee's** use thereof would be substantially interfered with, or in the event of a taking of all or a portion of the facilities by eminent domain, condemnation or foreclosure, then **HMCC** may terminate this Agreement upon giving **Lessee** notice of termination not more than ninety (90) days following the event of destruction, damage or taking. This Agreement shall terminate on the date set forth in such notice of termination, all with the same force and effect as though the period of this Agreement had originally been scheduled to expire on such date.

19.3. In the event **HMCC** elects to change the use or character of the Facilities or any portion thereof from its current use as a multi-purpose exhibition and convention center, then **HMCC** shall have the right to terminate this Agreement by giving notice of its intention to do so, whereupon this Agreement shall terminate six (6) months after the date of such notice with the same force and effect as through the period of this Agreement had originally been scheduled to expire on such date.

19.4. If **Lessee** is not otherwise in default under this Agreement, within ten (10) days of the date of termination of this Agreement, as provided in paragraphs above, **HMCC** shall return to **Lessee** all monies theretofore paid by **Lessee** to **HMCC** as a Security Deposit, Basic Fee or Additional Fee.

20. Right to Re-enter: If this Agreement shall have been terminated as provided in this Article, or if any execution or attachment shall be issued against **Lessee** or its Property whereupon the Authorized Area shall be taken or occupied by someone other than **Lessee**, then **HMCC** may, without notice, re-enter the Authorized Area, without being liable for any prosecution thereof, and remove **Lessee** and all other persons and any and all property from the same, as if this Agreement was not in effect.

21. Liens: To secure **Lessee's** obligation hereunder, **Lessee** hereby grants **HMCC** the first right of lien against all ticket office receipts and Property of **Lessee** hereunder. **HMCC** is empowered to withhold from ticket office receipts such amount as is outstanding and owed by **Lessee** hereunder. If the total ticket office receipts are insufficient to cover such unpaid amounts, **HMCC** shall have the right to impound **Lessee's** Property at the Facilities, or elsewhere, at **Lessee's** expense. If such unpaid amounts remain unpaid for a

period of ten (10) days after the termination of this Agreement, **HMCC** shall have the right to sell the impounded property at public auction and to apply the cash proceeds from the auction less its costs, including attorney's fees, to the retirement of said unpaid amounts.

22. Actions: Any action by one party to this Agreement against another arising hereunder shall be maintained in the State of North Carolina; and **Lessee** hereunder consents to same and to the maintenance of such action by **HMCC** against it in said State.

23. Cumulative Remedies: All rights, powers and privileges conferred hereunder upon **HMCC** shall be cumulative and shall not be restricted to those given by law.

24. Force Majeure: In the event that **HMCC's** obligations to **Lessee** under this Agreement are delayed, prevented or rendered impractical by any of the following events, to the extent such event is beyond its reasonable control; fire, flood, riot, earthquake, civil commotion, Act of God, or any law, ordinance, rule or regulation which becomes effective after the date of this Agreement, **HMCC** shall not be liable to **Lessee** for such delay or failure to perform. **Lessee** hereby waives any claim for damages or compensation for such delay or failure to perform, other than a return to it of any monies paid directly to **HMCC**, but no other.

25. MISCELLANEOUS PROVISIONS:

25.1. **Non-Discrimination:** **Lessee** shall not discriminate against any employee or any applicant for employment because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services or privileges offered to or enjoyed by the general public.

25.2. **Waiver:** The failure of either party hereto at any time or times to require performance of any provisions hereof shall in no manner affect its right at a later time to enforce the same provision. Any waiver by any party of the breach of any provision contained in this Agreement in any one or more instances shall not be deemed to be a waiver of any other breach of the same provision or any other provision contained herein.

25.3. **Notices:** Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered or if sent by certified mail, postage prepaid, to **HMCC** or **Lessee**, as the case may be, at the address as set forth for each in the Basic Information and Short Agreement or to such other address as any party shall have provided to the other parties from time to time in accordance with the provisions of this Section.

25.4. **Entire Agreement:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, which constitutes the entire agreement between the parties hereto with respect to the subject matter hereto and supersedes all proposals, negotiations and understandings of any nature whatsoever. This Agreement may be changed or amended only a written instrument duly signed by all of the parties hereto.

25.5. **No Partnership:** The parties hereto are acting as independent contractors and this Agreement shall, in no way, create a partnership between them.

25.6. **Binding Effect:** Assignability. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs legal representatives, successor and assigns. **Lessee** hereunder may not assign this Agreement or any rights.

25.7. **Captions:** The captions of the several provisions of this Agreement have been inserted for convenience only and do not constitute a part of this Agreement.

25.8. **Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina applicable to agreements made and to be performed wholly within such State.

26. Compliance: **Lessee** shall, its own expense, comply with the requirements of all laws, orders and regulations of Federal, State and Local authorities and with any lawful direction of public officers, which shall impose any duty upon **Lessee** with respect to its use, and occupancy of **HMCC**. In such connection, **Lessee** shall be responsible for complying with applicable sections of The Americans with Disabilities Act of 1990 as they pertain to the presentation of the event. This includes, but is not limited to, providing any auxiliary aids and services.

27. GENERAL BUILDING POLICIES:

27.1. **Decorations:** Decorations must be approved prior to being attached to any surface. The only approved methods of attachment are masking tape or ultra-thin pins. No confetti or glitter is allowed. **HMCC** permanent graphics, signs, advertisements or displays may not be visibly blocked in any manner, nor may temporary signs or decorations be attached to permanent building graphics. Planters and furniture in public areas, galleries, ramp ways, etc. may not be removed or repositioned without expressed written permission from **HMCC** management.

27.2. **Animals:** Animals and pets are not permitted in the building except in conjunction with an approved exhibit, display or performance legitimately requiring use of animals. Service dogs are permitted.

27.3. **Damage:** Damage to **HMCC's** property or equipment shall be the responsibility of **Lessee** and/or the person or organization causing such damage. Show management and service contractors are invited to inspect licensed areas prior to move-in and following move-out. Damages should be reported immediately to **HMCC** management.

27.4. **Hanging of Advertising Signs:** Only **HMCC** personnel will be allowed to hang banners, overhead signs, and special decorations from any ceiling in the facility, unless written permission is given by **HMCC** management.

27.5. **Portable Walls:** Movement of portable walls is to be accomplished by **HMCC** personnel only.

27.6. **Energy usage:** House lighting, ventilation, heat or air conditioning will be provided as required during open show times. Energy conservation is an important concern and minimal light and comfort levels will be maintained during move-in and move-out periods.

28. Alcoholic Beverages

28.1. The sale and service of all alcohol in the Convention Center is regulated by Alcoholic Beverage Commission (ABC) of North Carolina. It is our responsibility to administer ad abide by the following rules:

28.1.1 All alcoholic beverages must be dispensed by Convention Center employees.

28.1.2. All attending guest must be able to produce valid identification upon request in accordance with North Carolina ABC laws.

28.1.3. **HMCC** staff reserves the right to refuse service to any patrons for any reason.

28.1.4. The Convention Center requires a uniformed security guard at all functions where alcohol is being served.

29. SMOKING POLICY:

HMCC is a smoke free facility; which includes all loading docks

and back-of-house areas. Use of electronic and vapor cigarette is also not permitted.

30. Dangerous Weapons:

30.1. A "dangerous weapon" is any object or device designed or intended to be used to inflict serious injury upon persons or property. The possession of a dangerous weapon is prohibited in **HMCC**, except as provided below. Concealed weapons are strictly prohibited in the Convention Center. If firearms are an integral part of an event, an exhibitor may display a firearm as part of its exhibit during an event subject to the following:

30.1.1. The exhibitor must comply with all federal, state and local laws governing the possession and/or sale of firearms.

30.1.2. Firearms may not be loaded or fired in the Convention Center.

30.1.3. Firearms must be deactivated by removal of the firing pin, the bolt or otherwise altered so that they are incapable of being fired.

31. SECURITY:

31.1. **Lessee** is responsible for complete security within the Exhibition Hall, Meeting Rooms, Lobbies, Parking Lots and all other areas specifically leased from the time of initial occupancy until completion of move-out. Such security, when required, will be at the expense of **Lessee**. All security arrangements are subject to approval of **HMCC**.

31.2. Areas within the Center identified "Authorized Personnel or Employees Only" are restricted to **HMCC** personnel.

31.3. Only **HMCC** personnel will operate any overhead door or leveling loading dock.

31.4. Exterior exhibit hall exit doors and loading dock exit doors are not to be propped open. Automatic closing devices are not to be removed or tampered with.

31.5. Abusive language, threats, assault, vandalism, theft and all other inappropriate actions will result in the offending people being immediately removed from the premises and prosecution if appropriate.

31.6. No soliciting is permitted in the Center. Exhibitors are permitted to solicit from within the confines of their booth only.

31.7. Safety of all occupants of **HMCC** is of utmost concern. Any and all unsafe conditions or activities will be brought to the attention of the responsible parties and corrective measures are to be made immediately.

32. HAZARDOUS WORK AREA:

32.1. Exhibit halls during move-in and move-out, loading dock areas, and service areas are considered **hazardous work areas**. As such, the following guidelines will be strictly enforced:

32.2. Absolutely no drinking of alcoholic beverages.

32.3. Use or possession of illegal or controlled substances of any kind is prohibited. Violators may be prosecuted to the fullest extent of the law.

32.4. No handguns concealed or otherwise or other weapons are permitted in the **HMCC**, unless expressly allowed under the terms of a valid contract with **HMCC**.

32.5. No speeding or reckless use of vehicles or equipment will be permitted.

32.6. No gasoline, kerosene, diesel fuel or other flammable liquids may be stored, permanently or temporarily, in hazardous work areas.

32.7. No re-fueling activity of any kind permitted. Re-fueling must be accomplished a minimum of fifty feet (50) beyond the exterior of the building.

32.8. Exit doors may not be blocked with freight, equipment, display material, etc.

32.9. In general, any and all unsafe condition or activity is to be corrected promptly. Safety is of primary concern in designated hazardous work area.

33. PUBLIC AREAS:

33.1. The main entrance, entrance foyer, exhibit hall entrances, rest rooms and food facilities are considered public areas and generally not under **Lessee's** control. As such the following guidelines apply:

33.2. All activities utilizing public areas, such as registration, special exhibits or displays, etc., must be approved in advance. Detailed floor plans with specifications are to be submitted to **HMCC** not later than fifteen days (15) in advance of the event for approval.

33.3. Activities in public areas must take into consideration the requirements of other tenants utilizing the facility.

33.4. Service desks and related "behind the scenes" workstations should not be set in public areas.

33.5. Installation of carpet runners, show carpet or other temporary floor coverings over permanent carpet must be approved in advance.

33.6. Cables, hoses, etc. must be covered for the safety of the public, workers, exhibitors, etc.

33.7. Heat tape and double-faced tape may not be used on permanent carpet.

33.8. No tape of any kind may be used on walls of **HMCC**.

33.9. **Lessee's** service contractor must remove any tape residue left on exhibit hall floors.

33.10. Clear access must be maintained to all permanent displays located in gallery areas.

34. LOADING DOCKS, EXHIBIT HALLS, PARKING AREA

34.1. No parking in fire lanes, service lanes, vacant exhibit halls, loading dock areas or any other location posted "no parking" will be strictly enforced. Unauthorized vehicles may be removed or ticketed at owner's expense.

34.2. Show management and other VIP parking may be arranged through **HMCC**.

34.3. Exhibitor's vehicles that take up more than one parking space must be moved to overflow parking lots during show hours.

34.4. Crate storage is **not permitted** in exhibit halls or interior building areas under any circumstances. Refer to fire regulations for specific crate storage information.

34.5. All labor requirements for move-in, move-out, set up of display areas, etc., shall be the responsibility of show management and/or exhibitors and their service contractors.

34.6. All items to be suspended from exhibit hall ceilings, including signs, displays, light and sound equipment, etc., must be approved in advance by **HMCC** and hung by **HMCC** personnel. Additional charges will apply.

34.7. Rigging of cable and other hanging devices on or near ceiling, electrical buss ducts and conduit is to be done only by **HMCC** authorized personnel.

34.8. All ceiling equipment, material, and rigging must be removed immediately upon close of the show.

34.9. Carpet tape: Only tape approved by **HMCC** shall be used on exhibit hall floors. Tape removal from exhibit hall floors is the responsibility of the **Lessee**.

34.10. Clear access is to be maintained to exhibit hall concession stands and restrooms at all times.

34.11. **Lessee** and their service contractors are responsible for removal of bulk trash, pallets, packing material, lumber, etc., prior to show opening and following move-out. Pallets shall be removed by **Lessee** from **HMCC** property following move-out.

34.12. **HMCC** shall arrange for trash hauls of show trash, but cost shall be the responsibility of **Lessee**.

35. BASIC FIRE CODE REGULATIONS:

- 35.1. Show management, exhibitors, service contractors, and all other involved parties must comply with all Federal, State, and Municipal fire codes that apply to places of public assembly. Sections of the Life Safety Codebook, which are pertinent to places of public assembly, shall be considered a part of all leases, whether specifically referenced or not. Reference copies of the Life Safety Codes are available at City of Hickory, Fire Marshall's office.
- 35.2. All drapes, curtains, table coverings and skirts, carpet or any materials used in exhibits must be flame retardant. All such material is subject to inspection and flame testing by the Fire Marshall.
- 35.3. Fire fighting and emergency equipment may not be hidden or obstructed, including fire extinguishers, fire hose cabinets, and fire alarm pull stations.
- 35.4. Crate storage is the responsibility of the appropriate service contractor of **Lessee**. Crates, wooden boxes, packing material, or show equipment etc., may not be stored in exhibit halls, meeting rooms, exit or service areas. Under no circumstances will crate storage or equipment storage be permitted to obstruct emergency exits from any area of the building. This requirement will be strictly enforced! Crated storage is considered a potentially hazardous situation and service contractors should submit all crate storage plans to **HMCC** for approval.
- 35.5. Vehicles with gasoline engines may be displayed with approval of the City of Hickory Fire Marshall. General rules: The tank must contain no more than ¼ of a tank or 5 gallons, whichever is less. A locking gas cap must be installed or the tank must be adequately sealed by tape or in some other appropriate manner. All battery cables must be disconnected and taped to avoid potential sparks.
- 35.6. All electrical equipment must be UL approved and all gasoline engines must be AGA approved. Refer to electrical and utility rate schedule for detailed electrical, gas, water, and compressed air requirements for exhibits.
- 35.7. All emergency exits, hallways, and aisles leading from the building are to be kept clear and unobstructed. Vehicles in fire lanes or blocking exits, etc., will be removed at owner's expense.

36. MISCELLANEOUS:

Events or circumstances not covered in these operating policies and procedures may be subject to special consideration and stipulations as deemed appropriate by **HMCC** Management.