

1. The following Rules and Regulations are an extension of the License Agreement and are designed to give the Licensee a clear and descriptive outline of the responsibilities and operation guidelines of the Oregon Convention Center.

2. Definitions:

A. Metropolitan Exposition-Recreation Commission or MERC means the Commission established and authorized by Metro, the owner of the Oregon Convention Center, to manage the Oregon Convention Center.

B. General Manager means chief executive responsible for the management of all Commission facilities.

C. OCC Executive Director means the Oregon Convention Center Director who reports directly to General Manager.

D. Center means Oregon Convention Center, including all grounds and all parking lots managed by the Oregon Convention Center.

E. License Agreement means the written agreement entered into by the Metropolitan Exposition-Recreation Commission and Licensee.

F. Licensee means individual, corporation, association, partnership or entity which is the responsible party utilizing the Oregon Convention Center.

3. Authority:

A. The OCC Executive Director shall have full responsibility for the operation of the Center and shall act for and on behalf of the Commission in management, supervision and control of the Center.

B. The OCC Executive Director is hereby authorized to enter into agreement with corporations, associations, individuals, partnerships and other entities for events in the Center that, in the OCC Executive Director's opinion, are in the best interest of the Center.

4. **License Agreement:** All License Agreements shall be in writing on forms, approved by the Commission's attorney, furnished by the Commission and executed for and on behalf of the Commission by the OCC Executive Director.

5. Building and Public Safety:

A. Licensee is required to adhere to all COVID-19 Metro Policies and comply with the Commission's OCC Reimagined: Opening & Innovation Strategy. Licensee and Commission are subject to CDC, Oregon Health Authority and the State of Oregon regulations and executive orders.

B. A public assembly permit may be required. The Commission will apply for a public assembly permit for Licensee's event. The permit fee varies and is established by the Portland Fire Bureau and is the responsibility of the licensee. The OCC Executive Director shall have the sole discretion to determine whether a licensee shall be required to obtain a public assembly permit.

C. Notice of Event Requirements and Floor & Ceiling Plans: Before the sale of any exhibit space, Licensee shall submit to Commission for approval a floor-plan for the event and, if requested, submit a description of all electrical, plumbing, communications systems or related work. At least thirty (30) days before the first move-in day of the event, Licensee shall provide the Commission with all other pertinent information required by Commission for the event such as room or hall set-ups, staging, technical requirements, and proposed food and beverage requirements/sets. Licensees who do not meet this deadline will be subject to an hourly fee.

D. Licensee shall conduct business only in the Authorized Areas in a dignified and orderly manner with full regard for public safety and in conformity with Commission's Rules and Regulations as such may exist from time to time. Special permits and conditions are required for the display of vehicles, on-site cooking, and

other. Please contact your facility event manager for permission to display and to obtain the appropriate permit application, if necessary.

E. No portion of the sidewalks, ramps, entries, doors, corridors, vestibules, hallways, lobbies, stairways, elevators, aisles or driveways shall be impeded by Licensee or its agents or used for any purpose other than ingress or egress from the Center. Access to public concession stand areas, utilities, fire suppression equipment, heating and air conditioning vents shall not be covered or obstructed at any time by Licensee or its agents.

F. Persons will not be permitted inside any area of the Center in excess of the established capacity.

G. The Center does not provide exhibit crate storage on site without specific written approval by the OCC Executive Director or designee. Licensee and Licensee's service contractors are expected to make all arrangements for storage of exhibit crates and packing materials if such approval is not granted by the OCC Executive Director or designee. OCC has limited storage available and will designate a portion of the dock space to the Licensee's decorator. Should permission be granted for crate storage, the cost would be \$.20/ square foot and would be billed to the Licensee's decorator.

H. The Licensee shall not permit any live animals, reptile, fish or bird to remain in the Center unless approved in writing by the OCC Executive Director or designee. Properly trained assistance dog accompanying a person with a disability is accepted. All such animals so admitted must at all times remain on a leash, within a pen, or under similar control.

I. The Center is a non-smoking public facility (includes electronic cigarettes). The OCC Executive Director or designee may, from time to time, at his or her discretion, designate specific smoking areas.

6. Rental Regulations and Schedule:

A. The rental fee designation in paragraph 3(b) of the License Agreement is due and payable prior to the occupancy of the Center.

B. The rental fee consists of fees for using identified areas of the Center. This includes minimum guarantees for exhibit space, meeting rooms, if applicable, and any other space or items identified.

C. A partial deposit is required (Paragraph 3d) with the execution of the License Agreement. Deposits are non-refundable except in such cases where the Commission is unable to deliver possession of the identified areas of the Center.

D. Licensee may pay for services by the following options: check, cash, ACH, wire transfer or credit card. Credit card payments are limited to a maximum amount of \$50,000 per event - not transaction. Wire transfer instructions and details are available upon request.

E. Net square feet shall consist of the actual display area used less normal aisles and corridors. Verification of total exhibit area utilized will be made on the first show day. Exhibit booth configuration and size of each booth shall be designated on final floor plan submitted by Licensee and approved by the OCC Executive Director or designee prior to occupancy of the Center by Licensee. Food areas and association booths up to one percent (1%) of total rented gross square feet are not included in net square feet calculations.

F. The maximum contractual hours of occupancy for events are from 6:00am - 11:59pm. Arrangements regarding activities beyond these hours must be made with your sales representative and will be subject to overtime charges.

7. **Broadcast Rights/Recording:** It is the responsibility of Licensee to make all arrangements for such recording, broadcasting, telecasting, videotaping, audio recording or transcription and to notify the facility, in writing, as to these arrangements. The Licensee is responsible for all costs associated with such broadcast and/or recording rights.

8. Exclusive Services:

A. The Center exclusively provides on-site advertising, parking, coat and luggage check, badge check, ticket taking, usher services, electrical, compressed air, telecommunications, wireless services (Wi-Fi) and all other utilities, booth and aisle carpet vacuuming, porter service, food and beverage (catering and concessions), medical specialist and ticketing services. All charges arising from such services by the Center shall be

charged at the scheduled rate for connections of the requested utility to the contract party, either the Licensee or its exhibitors, decorators and agents.

B. The Center allows third-party audio/visual contractors to operate in the Center. As electrical service is an exclusive service, electrical service will be charged to operate all third-party audio/visual contractor's equipment. Client and third-party AV providers must use their own extension cords to extend pre-ordered power to their equipment.

C. All event-related fees can be found at www.oregoncc.org.

9. **Utilities:** The Center provides customary heat, air conditioning and lighting as normally available during actual show hours in the Center. One-half normal electric illumination will be allowed for move-in and move-out hours. Additional lighting, heating and air conditioning requested by Licensee will be assessed at the scheduled rates based on actual usage.

10. **Facility Services:**

A. The Center's personnel will maintain all public access areas that include lobbies, registration areas, concourses, hallways, restrooms, ballrooms and meeting rooms (except when utilized for exhibit space), at no extra cost to Licensee.

B. The Center is responsible for providing a clean show floor upon Licensee move-in. The Licensee is responsible for the proper sorting of recyclables and the proper disposal of all waste in receptacles provided by OCC during ingress and egress. The Licensee is responsible for adhering to the Waste Diversion Policy requirements as outlined in attachment A and a broom swept exhibit hall show floor upon the end of contracted time and date.

C. All janitorial and cleaning service, except as described in paragraph A above, beginning with the first leased day through the final leased day, shall be the responsibility of the Licensee. Costs to remove debris or trash not associated with the normal course of business shall be borne by the Licensee.

D. In the event that no aisle carpeting is used, the Center will provide (at no expense) personnel and equipment to properly clean aisles prior to the opening of each show day. The costs to clean, scrub, sweep and mop aisles not associated with the normal course of business shall be borne by Licensee.

E. The Center will provide trash disposal receptacles for trash, debris and general packing material as a result of exhibiting in the Center. The Center provides recycling receptacles to attendees in lobby areas and specified locations and to exhibitors and decorators on the show floor during move-in/out. The Center recycles the following: cardboard boxes and signs, plastic film and shrink-wrap, vinyl tablecloths, paper (brochures, magazines and office paper), glass, wood, scrap metal, plastic and metal containers, plants, trees and yard debris, construction debris, food donations, food scraps and kitchen grease. To learn more about the sustainable features and efforts of the Center, contact the Sustainability Coordinator. Non-hazardous fluids, chemicals, petroleum-based products, perishable items or any other non-dry material must be disposed of in a manner prescribed by the Center and it is the Licensees responsibility to handle and dispose of these materials and any costs associated with this process.

F. An Exhibit Hall Set-up fee shall be charged for non-food functions in the Exhibit Hall including but not limited to general session sets, theater sets, classroom sets that require chair and table setup and removal.

G. Each ballroom will be provided with a specific size of skirted staging, head table with tablecloth and draping, water service for head table, heating/cooling, lighting within the room, tables, chairs and one daily cleaning at no additional cost to Licensee, as provided in the rate schedule.

H. Any changes to the initial meeting room set, during the term of this agreement, will be subject to the prevailing rate for each of the individual meeting rooms and ballroom sections changed during the term of the agreement.

I. All parking rights are under the exclusive control of the Commission. The Center has the authority to write parking citations for those vehicles found in violation of any city parking violation.

11. **Ticketed Events:** Should the contracted event require the selling of tickets to gain admission, then the Center shall require the Licensee to follow the procedures outlined in the OCC Ticket/Box Office Policies.

12. **Security/Medical Specialist (First Aid):**

A. Licensee shall be responsible for complete security/medical specialist services in all areas licensed, including exhibit areas, meeting rooms, loading dock areas, emergency exits and any storage areas from the time of initial occupancy until the completion of move-out. Unarmed security services will be provided by the Licensee from the Commission approved security provider list and will be at the expense of the Licensee. A medical specialist will be required to be on duty for each event exceeding attendance of 1000 people. Events under 1000 people may be subject to medical specialist services at the discretion of the OCC Executive Director or designee.

B. When using 25,000 sq. ft. or greater of trade show space, the Center will require the Licensee to hire a minimum of one facility door attendant at each major entrance to control the ingress/egress of freight, materials, equipment and exhibitors connected with the event.

C. For any athletic or sporting type of event (including but not limited to: professional/amateur sports, cheer/dance, martial arts, etc.) Licensee may be required to schedule a certified trainer (or trainers) to treat all related medical needs for the athletes/competitors at the appropriate staffing level for the number of participants for the event. OCC's medical technician will still be required for the overall event and primarily focusing on spectators or any non-sport/competitive medical needs.

13. **Signs, Posters and Literature:** The Licensee shall not post or permit to be posted any sign upon said premises or anything that will tend to injure, mar or in any manner deface the Center. Licensee will not permit nails, hooks, adhesive fasteners, tacks, screws or any other such device to be installed on any part of the building or premises. Signs may only be posted on approved areas or equipment for such use and all signs/posters must relate to the event to be held on the Center's property. The hanging of pictures, banners, signs or any other items on interior or exterior walls, ceilings, draperies or structure requires prior written approval by the OCC Executive Director or designee.

14. **Carpet/Floor Tape:** Licensee and exhibitors shall be responsible for utilizing Shur Tape or Bron Tape BT-100 or BT-105. Use of other tape not approved by the Center will result in additional prevailing labor charges to remove adhesive residue from facility carpet and/or concrete floor.

15. **Abandoned Equipment and Lost or Misplaced Articles:** Any equipment or articles of the Licensee or exhibitors remaining past the expiration of the license period may be considered abandoned and may be disposed of by the Center as the OCC Executive Director deems necessary and at Licensee's expense. The Commission shall have the sole right to collect and have the custody of any articles left on the premises by Licensee's invitees and to provide for the disposition thereof. The Commission shall assume no responsibility for losses suffered by the Licensee, its agents, servants, employees or invitees which are occasioned by theft or disappearance of equipment, articles or other personal property in and at the Center.

16. **Commission's Right of Entry:** In permitting the use of the licensed area(s), the Commission does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of such area. Duly authorized representatives of the Commission, City of Portland and Metro may enter the areas to be used and any other areas of the Center at any time and on any occasion without any restrictions. All facilities, including the area that is the subject of this Agreement, shall at all times be under the charge and control of the Commission.

17. **Objectionable Uses or Persons:** Any use of the Center which is not in the best interests of the Commission, or is in violation of any laws of the United States, the State of Oregon, the County of Multnomah, or City of Portland shall be a violation of the License and shall be grounds for immediate revocation of the license. Any person whose conduct is objectionable, disorderly or disruptive to the Center's use or in violation of any laws shall be refused entrance or shall be immediately ejected from the premises. Licensee assumes full responsibility for the acts and conduct of its exhibitors, agents, employees, licensees, invitees and attendees of the event.

18. **Residual Matters:** Any matters not expressly covered by this Lease or by applicable policy, rules and regulations adopted by the Commission shall be determined by the General Manager at his discretion.

19. **Solicitations:** No collections or donations, whether for charity or otherwise, shall be made, attempted or announced on the premises without the prior written approval of the OCC Executive Director.

20. **Failure to Vacate/Removal of Property:** Upon the expiration or sooner termination of License Agreement hereof, Licensee, or its designated representative, shall immediately remove all goods, wares, merchandise, property and debris owned by Licensee or which Licensee has placed or permitted to be placed on or at the Center. Any such property not so removed shall be considered abandoned under paragraph 18 above.

21. **Prohibited Items:** The following items shall not be permitted in the Facility without the expressed prior written approval by the OCC Executive Director or designee.

A. Helium Balloons

B. Any hazardous substance or item containing a hazardous substance

C. Any signage that cannot be recycled, or reused excluding decals

D. Foam core signage

E. Single use plastic bags used for purchases and conference bags provided by show management or vendors to collect show items

22. **Fog/Smoke/Laser Lights:** No fog or smoke effects or laser light shows shall be permitted without the express prior written approval by the OCC Executive Director or designee. Use of special effects is not limited to the aforementioned items.