

SHARONVILLE CONVENTION CENTER

GENERAL SCHEDULING & OPERATING POLICIES

POLICY STATEMENT

In keeping with the primary objectives of the Sharonville Convention Center to contribute to the efforts to secure business for the Greater Sharonville area that will have a positive economic impact on the community, the convention center management reserves the right to give priority to considering and negotiating for any rental opportunities based on place of origin, expected level of attendance, overall requirements, type and length of events, spending patterns or any other factor that is considered most closely aligned with this policy or, as considered by the convention center management, to be in the best interest of the City of Sharonville.

ADMINISTRATIVE GUIDELINES

The purpose for the development of the policies and procedures for the Sharonville Convention Center is to assist in the establishment of consistent, uniform and professional applications of business practice. The following policies are consistent with generally accepted industry standards and have been adopted to meet the specific needs of this facility.

SCHEDULING POLICIES AND PRIORITIES

A priority of the Sharonville Convention Center is to provide facilities that will generate the greatest infusion of new dollars into the local economy, generally by attracting the greatest number of out of town attendees.

The scheduling of group business from all markets is necessary in order to attain the maximum benefit and usage of this facility. The convention center shall record date preferences for all events, as requested; however, dates may be adjusted or released by the convention center management, **prior to having fully executed a contract**, as may be necessary to accommodate conventions, trade shows and other priority events. In this case, should it be possible to maintain the original event request, the convention center may attempt to provide the event with space within the same approximate time frame as was originally requested by the program producer. The convention center shall retain this right until an Agreement for such space has been fully executed. The convention center also reserves the right to specify the amount of time and space made available for a particular event. As a general rule, Agreements are not issued more than twelve months prior to event dates, except for conventions, trade shows and other priority events that require a block of hotel rooms.

The Convention Center reserves the right to change room assignments based on attendance, the requirements and nature of the event, the scheduling of other room set ups and any other factor determined by the convention center management to be in the best interest of the event, adjacent events and/or the overall operation of the convention center.

The Sharonville Convention Center may accept and record dates based on the criteria outlined in these policies and in consideration that the planned event is not seen to violate these policies or any standards adopted, written or otherwise, by the convention center management. The Sharonville Convention Center shall confirm space commitments based on this criteria, including that: (1) An Agreement has been fully executed within time frame required by the Agreement. (2) A deposit or full payment has been received in the amount of and in the time frame specified in the contract.

The negotiating and processing of Agreements is to be done only by the management of the convention center. All Agreements for use of the convention center or any part thereof shall be issued in printed form. No verbal agreement for use of the center shall be binding upon any party.

Upon request, information and correspondence between the area facilities and the convention center regarding group business that is not under Agreement, shall be considered confidential and the management of the convention center management will maintain this confidentiality to the best of their ability. Reports and copies of non-confidential correspondence may be exchanged with the Convention & Visitors Bureau in the interest of coordination and knowledge of group bookings, as well as those of other prospective bookings.

Revised 11/10/04

BOOKING POLICIES

AGREEMENTS AND DEPOSITS

All Agreements for use of the convention center or any part thereof shall be negotiated by the management of the convention center and issued in printed form. Organizations utilizing the convention center shall pay the rental rates in accordance with the rate schedule determined for their event. The payment of all charges incurred at and billed by the convention center shall be made in accordance with the provisions of the executed Agreement.

The Grantee must sign and return the Agreement, along with any required deposit, within the time period indicated in the Agreement. Failure to do so may result in the release of the space being held for the organization, and the offer to enter into an Agreement will be withdrawn. The Agreement will become valid only when counter-signed by the Executive Director of the convention center. A fully executed copy will be returned to the Grantee. A non-refundable deposit is due upon the signing of the Agreement, and any balance for rental, products and services are to be paid by the method and within the time period indicated on the Agreement. Failure to pay the amounts due by the due dates, may result in the event being cancelled by the convention center. In this case, the Agreement shall become null and void and there will be no further obligation by the convention center to fulfill the terms of the Agreement. All money paid to that point by the Grantee shall be retained by the convention center. The Grantee shall indemnify and hold harmless the City of Sharonville, its employees and elected officials from any claims arising from the cancellation of the event.

Should the Grantee cancel the event, the deposit and all other money paid shall be retained by the convention center as compensation for having held the space and the loss of income associated with the event. The convention center management may give consideration to a partial or full refund if the convention center is successful in securing another booking for the same dates and space that has been cancelled.

Criteria that may be considered in granting or denying a rental Agreement to an applicant may include: the business integrity and credit worthiness of the applicant, and a determination that the event is of a nature that meets the policy standards and is compatible with the purpose for which the facility was constructed. Usage for public or private gatherings may be withheld for reasons such as crowd control, anticipated disruptive noise or other factors that may be determined by the convention center management to be detrimental to the simultaneous operation of events. Under this policy, the authority for final acceptance or rejection of a rental request rests with the Executive Director of the convention center who executes the Agreements under the authority of the City of Sharonville. The convention center management may require the Grantee to provide information to determine the time requirements and proper management of an event. The information must be provided in advance to permit the required scheduling of staff and the set up and removal of equipment.

Promoters of events may not use the City of Sharonville or the Sharonville Convention Center names or any city logos or likenesses as endorsement of or any affiliation to the events of the sponsoring organization without the expressed written consent of the Executive Director of the convention center. The convention center name may be used in publicizing this facility as the site for the event. Promoters also shall not publicize the telephone number of the convention center as a means to purchase tickets or obtain information about an event other than dates, times and admission prices.

The Sharonville Convention Center shall not adhere to any similar event protection or spacing policy. The management will, however, make a reasonable effort to assist promoters in avoiding similar event bookings. The convention center will assume no responsibility for the booking of similar or competitive events.

ADDENDA

Changes to a completed Agreement may be made through the issuance of a written addendum or a revised Agreement. Additional space and dates may be added to the original Agreement at any time and at the prevailing rates provided the requested times and space are available. The release of space and dates by the Grantee covered by the existing Agreement may be accommodated in a similar fashion. Such a release of space and dates may, however, result in a period of vacancy for the area that was contracted. Should this happen, the convention center may charge the Grantee the rental rate of the released space.

FOOD AND BEVERAGE SERVICE

Only the convention center's contracted food and beverage service company, VPC Food Service, Inc. is permitted to sell, serve or dispense food and beverage items, in any manner whatsoever, within the convention center.

All food and beverages must be purchased from and in accordance with the guidelines established with VPC Food Service, Inc. Food and beverage samples may, however, be provided and served by exhibitors during food shows, when distributed from an exhibit booth and following the rules for quantity and portion size, with the written consent of the convention center management. (Please obtain "Authorization Request – Sample Food and/or Beverage Distribution" form from convention center sales department)

TICKET SALES

The convention center management reserves the right to limit ticket sales and/or attendance at functions held in the convention center or on the grounds of the property to avoid exceeding the safe capacities of these areas. The management also reserves the right to impose a per ticket facility charge on all ticketed events.

FURNISHINGS

NON-EXHIBITION AREAS: Included in the meeting room rental rates are the general lighting, heating, air-conditioning and ventilation, use of registration areas, loading docks, drive-in doors and freight elevators as designated by the building management. Also included are convention center furnishings for all reasonable meeting and food function set-ups, including chairs, tables, limited free risers, a lectern, one hard-wired microphone, the in-house sound system, standard electric service and all public areas and facilities. (Please obtain "Service Order Forms" and "Supplies & Equipment Forms" for costs of additional utilities, equipment, supplies and services, as well as restrictions for using facilities.)

Revised 11/10/04

TRADE SHOWS/EXHIBITIONS: Rental of facilities for these purposes is on a "four wall" basis which includes that as described in the "Non-Exhibition Areas" with the exception of convention center furnishings and utility service to be utilized within exhibit booths. Only the personnel necessary for the normal operation of the building, as determined by the convention center management, will be furnished by the center. All other equipment, products and services will be provided by the convention center at prevailing rates. Contractors and convention services management companies must contact the convention center management office for operating policies and to schedule access time to the building. Labor for the assembling and disassembling of exhibits or other equipment in the convention center may be provided only by: (1) employees or agents of the exhibiting organization (2) laborers contracted for through the convention center (3) employees of your designated convention services management company.

BOND AND DAMAGE

The Sharonville Convention Center management may, at its discretion, require the Grantee to furnish a bond or damage deposit commensurate with the risks associated with the event to cover the center's potential expenses for loss or damage to property. The Grantee will well and faithfully perform each and every item and condition of the Agreement and will abide by and observe all rules and regulations for the use of the convention center. The Grantee also assumes liability for any and all acts performed by their employees, agents, assignees, contractors and attendees of their event (See "Insurance" below). Any exhibition or performance or any part thereof, deemed by the convention center manager to be contrary to the policies or rules of the convention center, federal laws, the laws of the City of Sharonville, Hamilton County or the State of Ohio, or otherwise deemed by the convention center management to be contrary to the convention center booking policies, unsafe, improper, indecent, obscene, immoral or in any manner offensive, shall constitute grounds for cancellation of part or all of the event by the convention center, and will result in the forfeiture of any deposit or other money paid to the convention center. The Grantee shall indemnify and hold harmless the City of Sharonville, its employees and elected officials from any claims that may arise as a result of this cancellation.

INSURANCE

For public shows, the Sharonville Convention Center requires the Grantee to furnish a certificate of public liability insurance, in the amount of \$1,000,000, showing that the insurance is in force in which the Grantee is named as insured, with the Sharonville Convention Center and the City of Sharonville named as additional insured. The insurance shall cover the convention center for the duration of the time the convention center is occupied for the set-up, actual dates of and the removal of the event.

DRAYAGE/STORAGE

The Sharonville Convention Center will not accept shipments of materials or displays prior to scheduled show move in dates, nor store the same after the conclusion of an event. Exhibitors may make arrangements for services through the Convention Center's or promoter's assigned drayage company. The convention center may accept meeting materials, based on availability of storage within the center.

PARKING

The Sharonville Convention Center provides parking, free of charge, based on availability. The convention center reserves the right to control all parking located at the convention center and on surrounding convention center owned or leased parking lots. Although the convention center currently owns or leases approximately 1,000 parking spaces, the Grantee understands their Agreement does not guarantee the availability of parking.

SECURITY

As deemed necessary by the Convention Center management, the Grantee may be required to contract for Convention Center security personnel during occupancy of the building and property. Only Sharonville Convention Center security may be used for this purpose unless expressed written consent is otherwise given by the Executive Director of the convention center.

DAMAGE OR LOSS TO PREMISES OR FURNISHINGS

The Grantee will not cause or permit any devices to be driven into or affixed, in any manner, to any interior or exterior portion of the building without direct written consent and/or under the supervision of the convention center management; nor may signs, posters or advertising materials of any nature be affixed to any portion or placed in any part of the premises without the written consent of the convention center management. The Grantee shall not paint, stain, color or alter any portion of the premises or equipment therein, nor cause or permit anything to be done that might damage or change the finish or appearance of the premises or furnishings, thus the Grantee shall be responsible for paying the cost of replacement or repairing any and all damage of premises or equipment to its original condition. Grantee shall also be responsible for any loss of convention center property, supplies and equipment of which they have use.

SMOKING

The Sharonville Convention Center has been designated a non-smoking facility. Smoking in any part of the building is strictly prohibited and enforced by City Ordinance.

FIRE SAFETY

The convention center management reserves the right to make any determinations in regard to the admission of any flammable materials, liquids or gas of any type to the convention center, within any type container, including that of mechanical devices, machines or vehicles. Any materials, liquids or gas that shall be permitted into the convention center, shall be done so only with the written consent of the convention center management. The convention center management shall enforce and the Grantee shall adhere to the laws, rules and regulations of the national, state and local fire codes.

GENERAL

The policies contained herein have been written for the benefit and protection of the Grantee as well as the City of Sharonville to ensure the events held within the convention center are conducted in a safe and proper manner. It is the intent of the City of Sharonville to provide the finest facilities and services possible to users to ensure the success of their events. The convention center management may, from time to time and without notice, review these policies and make any changes or additions deemed necessary in order to maintain the standards of the convention center operation and the purpose for which this facility was constructed.

Revised 11/10/04