New Orleans Public Facility Management, Inc.

Ernest N. Morial Convention Center - New Orleans

Rules and Regulations

New Orleans Public Facility Management, Inc. (hereinafter “NOPFMI”) a quasi-public, non-profit Corporation operates the ERNEST N. MORIAL CONVENTION CENTER - NEW ORLEANS (hereinafter “ENMCC”).

The Rules and Regulations are an extension of the Facility Use Contract and are designed to clarify the responsibilities of the Contracting Party as a user of the ENMCC.

All terms and conditions contained in this booklet are applicable to the Facility Use Contract and are made a part thereof as though printed in their entirety. NOPFMI reserves the right to revise these Rules and Regulations from time to time to comply with local, state, or federal statutory regulations as well as to meet the operational requirements of the ENMCC. Section (V) Default of the Facility Use Contract shall be used to govern operational revisions, which would have substantial material or financial impact on Contracting Party’s event.

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SECTION 1 - EXCLUSIVE SERVICES

NOPFMI will provide, on an exclusive basis, the following services. Further details relating to these appear in later sections of these Rules & Regulations.

a. Advertising/Commercial promotion (public areas and exteriors of the ENMCC);
b. Business Center Services (Self/High Volume Copying, Computer Workstations w/internet access, Fax, Business Supplies/Business Cards, Small Parcel Shipping, Laser Printer for Laptop, Color Digital Laser Printer/Copies, etc.);
c. Coat, bag, and luggage check, shoeshine, sundry, novelty, (except Contracting Party's logoed items) and gift sales;
d. Food and beverage (including refrigerated product storage);
e. In-house permanent sound system;
f. Medical Services;
g. Rigging equipment and rigging labor in the Great Hall, La Nouvelle Orleans Ballroom, New Orleans Theater and Meeting Rooms;
h. Telecommunications (telephone, data transmission lines, wireless rental, internet access, etc.);
i. Utilities (electrical, plumbing, gas, steam);
j. Fiscal Agent - including specifically ATMs and services related to the number, placement and advertisements of ATMs and related ATM services.

SECTION 2 - RENTAL, SERVICE, AND EQUIPMENT CHARGES

Unless specified to the contrary herein, all charges relating to the following rentals and/or services requested by Contracting Party and provided by NOPFMI will be provided at the published rates in effect at the time of the event (see NOPFMI's *Guide to Success - Event Services & Equipment*) charged on Contracting Party's final invoice from NOPFMI in accordance with Facility Use Contract (I) PAYMENT.

The following list represents those charges frequently applicable to events in the ENMCC and is provided for Contracting Party's reference. Services and equipment requested/required by Contracting Party and provided by NOPFMI over and above those outlined herein are not excluded from applicable charges by their absence in this section. Additional information on these services is contained in the sections that follow.

a. Contracting Party will be required to verify with NOPFMI's Event Coordinator the actual net square footage of exhibit space used and sold on or before the last open show day to determine total rental fees for the exhibition area;
b. An initial set-up charge will apply to each room used for meetings. This one-time charge will be equal to 50% of the published daily rental of each room. These charges can be waived under certain conditions. (See Section 3 C). Resets are charged at 50% of the published daily rental. (See *Guide to Success - Event Services & Equipment*);
c. Any meeting rooms/ballrooms assigned by Contracting Party to an affiliate group or exhibitors for use as a meeting or hospitality area will be charged an initial set up fee equal to the reset fee detailed in the *Guide to Success - Event Services & Equipment*;
d. Security locks for offices and meeting rooms are provided at a charge. Portable safe(s) can be rented through NOPFMI's Event Services Department. (See *Guide to Success - Event Services & Equipment*);

e. Expanded staging or staging used for audio-visual equipment is provided at a charge. (See *Guide to Success - Event Services & Equipment)*;

f. Additional sound, lighting and/or other production equipment requested by Contracting Party is provided at a charge. Additional charges will also apply for production labor related to the New Orleans Theater usage. (Contact the Production Services Department for a production quote);

g. One (1) wired microphone per meeting room set provided at no charge when the house sound system is utilized in all meeting rooms;

h. Show level temperatures/lighting during periods other than show hours is provided at a charge. Show offices or meeting rooms utilized as show offices may receive extended periods of climate control at Contracting Party's request for no additional charge during actual occupancy hours. Requests for 24-hour service in these areas will incur additional expense. (See *Guide to Success - Event Services & Equipment*);

i. Contracting Party has the responsibility for cleaning occupied areas whether through a contractor or other. All pulls of solid waste compaction and open-top equipment (dumpsters), over and above the complimentary pull(s) provided by NOPFMI are chargeable to the Contracting Party. (See Section 3 D);

j. Utilization of NOPFMI's Medical Services is required from one-half hour prior to the opening of the show, competition, or event until one-half hour after the close of the show, competition, or event and will be provided at a charge. (See Section 3 E);

k. Use of helium balloons requires approval of the NOPFMI and may not be given out within the ENMCC. Contracting Party will be charged for removal of balloons entangled in the ENMCC's ceiling structure. (See Section 10);

l. Advertising, commercial promotion, or paid exhibitor promotion within/on the ENMCC, other than within the exposition area(s) is commissionable to NOPFMI and permitted only with prior written approval from NOPFMI. Digital or video advertising/marketing in public areas is the exclusive right of NOPFMI. (See Section 14);

m. Usage of the Vehicular Operations Center for truck marshaling (prior arrangements suggested) by Contracting Party's drayage contractor is subject to a charge to Contracting Party or Contracting Party's drayage contractor. (See Section 3 F)

SECTION 3 - EVENT SERVICES / REQUIREMENTS

A. GENERAL

a. Contracting Party and/or Contracting Party's official service contractor shall be responsible for providing equipment, personnel, and material for the placement of exhibits, registration counters, tables, chairs, signs, banners, and decorations at approved locations within the ENMCC. All exterior banner placements must have prior approval from NOPFMI;

b. Exhibit space may not be assigned to any meeting room(s) lobby(s) or public corridors. Exhibits in ballroom are subject to NOPFMI written approval and floor plan review by local Fire Prevention Authority;

c. Live animals are prohibited within the ENMCC other than animal(s) that serve a guide or service function as defined by ADA (Americans with Disabilities). Special Request for Animal Use Consideration must be made in writing to the Event Services Department of the ENMCC, by Contracting Party, no less than two (2) months prior to event move-in. Waiver of this policy may include, but not be limited to, description/number of animal(s) to be used, access limited to specific time(s) (no overnight stay), confinement to specific area(s), handler/trainer supervision, required insurance certificates, etc.;

d. The lobby and/or other public areas of the facility are not included as a part of the leased areas specified in the Facility Use Contract but are provided to Contracting Party at no charge for its registration, informational and directional counters/displays. The amount of space provided will be determined after consideration of the needs of all tenants. NOPFMI retains the right to locate its point-of-sale units (i.e., ATM machines, portable food & beverage concessions; remote Business Center, etc.) in lobbies and corridors. Any commercial usage of these areas (sponsorship banners/placards, exhibitor promotions electronic or other) whether sold by Contracting Party or a third party, must have prior written approval from NOPFMI and will incur additional charges;

e. NOPFMI will not accept or provide for the receipt, storage, or holding of equipment or materials for Contracting Party, shipping agents, exhibitors, members, or guests.

B. CLIMATE CONTROL / GENERAL LIGHTING

NOPFMI will provide heat or air conditioning at a reasonable comfort level, and lighting in Contracting Party's Exhibit Halls, Ballrooms, Meeting Rooms, the New Orleans Theater, Registration Areas, and Public Corridors during the official show or meeting hours in each area occupied. During move-in and move-out periods, NOPFMI maintains ventilation and work level lighting.

Extended hours for air conditioning can be provided at a charge (see *Guide to Success - Event Services & Equipment)* in the Exhibit Halls only if the Contracting Party and its contractors limit the number of open perimeter freight entrances as directed by NOPFMI. Contracting Party may request extended periods of climate control for show offices or meeting rooms utilized as show offices at no additional charge during hours of operation. Requests for 24-hour service in these areas will incur additional charges.

C. MEETING SET-UP SERVICES / EQUIPMENT REQUIREMENTS

NOPFMI will set up assigned meeting areas (meeting rooms, ballrooms, the New Orleans Theater, and/or exhibit halls) with ENMCC-owned equipment as available and outlined herein. Each meeting room will have designated capacities and equipment limitations based on safety regulations. NOPFMI will provide each meeting room with a standard size stage with skirting, a head table with skirting, water service for head table or speaker's platform, permanent lighting, one (1) lectern, tables (for school room set-up), chairs, and one (1) easel.

When Contracting Party provides room set-up requirements to the NOPFMI at least 30 days prior to the first day of occupancy, initial set-up charges (equal to 50% of published daily rental) will be waived. Once equipment is set by NOPFMI, any substantial change from the original set-up requested by Contracting Party, either prior to initial use or during the course of the event, will be subject to a reset charge equal to 50% of the published daily per-room rental rate. The reset charge will be waived when the room (exhibit hall/ballroom/meeting room) is being reset from the original session set to a fully catered function where substantial food and beverage is served (i.e., plated or buffet meal, reception with full bar and heavy hors d'oeuvres, etc.). However, a reset fee will apply if the room is returned to the original session set following the catered function.

NOPFMI maintains an inventory of chairs, tables, skirting, staging, etc., and will allocate equipment proportionately among simultaneous events. Contracting Party must make arrangements from outside sources for any equipment in excess of the ENMCC's inventory allocation.

D. CLEANING SERVICES

Contracting Party will be provided a clean facility upon move-in. Any area(s) not returned to the facility in a broom-swept condition, except those areas maintained by NOPFMI as outlined herein, are subject to additional charges.

NOPFMI will at its expense:

a. Be responsible for the general cleaning of all restrooms, meeting rooms, general session areas, food and beverage areas, lobby(s), and meeting level public areas, excluding registration areas, first level show offices or any surface carpeted by Contracting Party. Use of confetti cannons, "flutter-fetti," or other festive disposables in these areas will incur additional cleanup charges;

b. Provide solid waste disposal service, recycling equipment, 50-gallon trash receptacles, trash liners, trash compactors, and open-top dumpsters;

c. Coordinate pulls of solid waste compaction and open-top equipment with a disposal service company retained by NOPFMI;

d. Provide one (1) complimentary pull for an open-top dumpster per each hall rented by Contracting Party for exhibit purposes.

Contracting Party will at its expense:

a. **Move-in/Move-out:**

1. Remove waste from exhibit floor. Separate trash from specified recyclable materials and place trash into appropriate disposal units and recyclables in recycling areas. Waste accumulation in aisles must be kept to a minimum;
2. Crates, pallets, and equipment used during occupancy period must be removed and all dock areas (aprons, truck bays, areas under and around waste disposal equipment) left clean at end of the contracted occupancy period.

b. **Show days:**

1. Place 50-gallon trash cans, and return of trash receptacles after move-out;
2. Maintain exhibit floor and exhibit floor show offices during open show hours, including but not limited to 1) cleaning debris from floors, carpeted or concrete (except those within food service areas), 2) empty waste from trash receptacles and placement in appropriate disposal units or recycling equipment areas, 3) replace container liners;
3. Vacuum carpeted exhibit aisles.

c. **All occupancy periods:**

1. Maintain the cleanliness of dock areas, including aprons, truck bays, and areas under and around waste disposal equipment at a minimum of once per day;
2. Clean, remove trash and vacuum registration areas, first level show offices; association booths and areas carpeted by Contracting Party.

d. **Hazardous materials:**

1. Fluids, chemicals, petroleum-based products, hazardous wastes, or contaminated materials must be disposed of in the manner prescribed by local, state, and federal regulations. Arrangements for the disposal of hazardous and/or medical waste can be made through NOPFMI's contracted waste handling firm.

E. MEDICAL SERVICES

NOPFMI requires general first aid and emergency medical services for the public during Contracting Party's occupancy.

Fully equipped medical units are located within the ENMCC, staffed by Certified Emergency Medical Professionals with acute care experience and certified in Advanced Cardiac Life Support (ACLS).

Required Service:
The New Orleans Emergency Medical Services is the exclusive provider of medical services for the New Orleans Ernest N. Morial Convention Center. The required medical service is to begin one-half

hour prior to the opening of the show, competition, or event and one-half hour after the close of the show, competition, or event. The opening and closing of a show is defined as those hours when attendees, participants or exhibitors are occupying the facility. ENMCC reserves the right to require certain levels of coverage based upon a number of factors and experience. Please consult with your Event Manager for details.

Additional Service:
Contracting Party may choose to supplement service with any of the following:

- Ambulance Crew
- Bike Team
- EMS Detail Supervisor for three (3) crew or more
- Paramedic Level Team
- Special Response Vehicle (SRV)
- Sprint Car

F. PARKING

a. **Automobiles -** can be accommodated in NOPFMI's Vehicular Operations Center (VOC), across from Exhibit Halls H & I, and in several privately operated lots adjacent to the ENMCC. Automobile parking in the VOC is available from 6 a.m. to 11 p.m. daily. Per vehicle charges apply, and in/out privileges are not available. Additional operation hours are subject to written request and NOPFMI approval. Parking is not permitted on Convention Center Boulevard, or ADA drop-off cut outs.

b. **Trucks -** Parking in the VOC for Contracting Party's drayage contractor's trucks/trailers can be provided, subject to availability, by way of an executed Temporary Truck Marshaling Agreement with NOPFMI. Specific areas of the VOC for contractor's use will be assigned and usage charges will be identified. Space is available in the VOC for commercial carrier vehicles, which includes a daily parking fee charged to the driver. Overnight occupancy of vehicles is not permitted.

G. OTHER SERVICES AVAILABLE

The ENMCC is equipped and professionally staffed to provide Contracting Party with other services at competitive prices. These services include, but are not limited to:

PRODUCTION: Stage & Theatrical Lighting Equipment, Follow Spots, Staging Equipment Audio-Visual Equipment, Video Enhancement Systems, Exhibitor Lighting, Rigging Services, and Paging Microphones

SECTION 4 - FLOOR PLANS / MEETING ROOM SET-UP REQUIREMENTS

A. EXHIBITS

Events having exhibits must submit a scaled exhibit layout (floorplan)for NOPFMI review and local Fire Prevention Authority approval. NOPFMI's Campus Security is to be the sole liaison between Contracting Party and fire authorities. **No exhibit space may be sold from a non-approved floor plan.**

The floorplan must 1) include all occupied space including but not limited to exhibit displays, contractor service desks, and registration areas, 2) indicate any multi-level, roofed or covered booths, 3) allow clearance consideration/aisles widths for entrances/exits, concession areas, telephone locations, fire boxes/extinguishers, HVAC thermostats and air ducts, etc., 4) be drawn so that exhibit displays are configured for utility installations from floor boxes within a booth space or from floor boxes located at the rear of a booth space. Deviation from this configuration requires approval from NOPFMI's Exhibit Services Department.

Any revisions to approved plans must be re-submitted to NOPFMI for review and re-approval by the local Fire Prevention Authority. **Final "as sold" plans must be submitted no later than sixty (60) days in advance of occupancy.**

B. MEETING AND CATERED FUNCTIONS

The set-up requirements for ballrooms, exhibit halls, and meeting rooms must be submitted to NOPFMI thirty (30) days in advance of occupancy. Meeting this deadline will reduce set-up charges to Contracting Party as outlined in Section 2-b above. Room set-ups for meeting rooms, ballrooms, or other function areas must comply with posted capacity levels and allow proper clearance for entrances and exits. **Scaled drawings for all ballroom and exhibit hall meeting and/or food & beverage functions must be submitted for approval by the Fire Prevention Authority as outlined in this Section.**

SECTION 5 - UTILITY CONNECTIONS

NOPFMI is solely authorized to provide all utility services and all electrical connections to ENMCC power sources required by Contracting Party or its contractors, sub-contractors, exhibitors, etc. Only NOPFMI personnel may connect into floor boxes, wall, or column receptacles, etc. Published rates for all utility services are available from NOPFMI's Exhibit Services Department.

It is the responsibility of the Contracting Party to identify all locations, including but not limited to, show offices, registration areas, and show management booths/displays for utility services required. **All utility orders for show management (excluding exhibitor-related orders) must be submitted at least thirty (30) days in advance of occupancy.**

All internal electrical connections within booths are subject to regulations identified on NOPFMI's electrical order form and/or in the *Exhibitor Policies & Information*. Any work performed may be inspected by a staff electrician to ensure the installation is in compliance with the National Electrical Code. A service charge for inspection may apply. Exhibits, displays, and materials from other countries must meet all local electrical codes. **Transformer requirements are the sole responsibility of the exhibiting company.**

NOPFMI is not responsible for any malfunction of exhibit equipment; it shall only be responsible for acts of its staff's sole negligence, and it reserves the right of refusal in making utility connections where such connections are deemed to be hazardous or in violation of local and/or state utility codes.

SECTION 6 - RIGGING

A. WITHIN EXHIBIT HALLS (except for finished ceiling areas)

Rigging may be attached to trussways and other structural steel members (other than structural steel connected to metal roof decking).

Rigging plans for Contracting Party's installations must be submitted to Contracting Party's Event Coordinator and for all exhibitor installations to NOPFMI's Exhibit Services Department for authorization. Authorization is not required for rigging that does not exceed 250 lbs. per hanging point. Plans for rigging installations that exceed the limit of 250 lbs. per hanging point must be submitted (at least sixty (60) days in advance of occupancy) and receive written authorization from NOPFMI prior to installation. Rigging installations shall be limited to NOPFMI and Contracting Party's Official General Contractor.

B. WITHIN EXHIBIT HALLS (finished / low ceiling areas)

Rigging of signage/drapery to existing hanging points (not to exceed 100 lbs. per point, vertical loads only) does not require prior NOPFMI authorization. All other rigging installations must receive prior

authorization as outlined above. **Notes:** 1) Halls E, F, G, and J have a limit of 500 lbs. per point, and 2) Halls H, and I-1 have existing steel beams for hanging.

C. WITHIN LOBBY / FACILITY EXTERIOR

Most lobby areas are equipped with angle iron for the purpose of hanging temporary drapery and signs (not to exceed 50 lbs. per point, per 10 linear ft.). These areas are also equipped with a limited number of permanent hanging points for the installation of heavier signage, etc. Any installation exceeding 250 lbs. per permanent hanging point must be authorized and provided solely by NOPFMI. The installation of additional hanging points within the ENMCC Lobby or Exterior areas must be authorized and provided solely by NOPFMI. No signage may be hung or placed on the interior or exterior of the glass perimeter walls and doors of the Atrium Restaurant, within the Food Court and/or the Jazz City Cafe. One freestanding (1 meter) directional sign may be placed at each end of the Atrium and/or Food Court for events that occupy ENMCC facilities on both sides of those restaurants.

D. MEETING ROOMS

There are no permanent hanging points in these areas. All hanging points will be installed by NOPFMI. Plans for any installation must be submitted and authorized as stated above.

NOPFMI is the sole provider for equipment (truss, motors, etc.) and rigging labor in the Public Areas and Meeting Rooms, excluding any signage that does not exceed 50 lbs. per point, per 10 linear ft.

E. WITHIN THE GREAT HALL / LA NOUVELLE ORLEANS BALLROOM / NEW ORLEANS THEATER

NOPFMI is the sole provider for rigging equipment (truss, motors, etc.) and rigging labor in the Ballroom, New Orleans Theater and The Great Hall.

F. GENERAL

NOPFMI retains the right to require changes to any rigging installation that does not conform to the installation stipulated in the Rigging Authorization Request Form (rigging plan). Authorization neither suggests nor implies that NOPFMI has certified or approved the design or safety of the proposed rigging installation. All work shall be conducted in a safe manner and only by authorized personnel as set forth herein.

SECTION 7 - CONTROL OF PREMISES

A. LEASED SPACE/PREMISES

Leased space shall include only the interior areas of the facilities outlined in this Contract with the exception of concession stands, telephone banks, restrooms, and all non-public passages, which include but are not limited to ceiling/structural passageways, lockers, and electrical service ways. The premises, which include dock areas, truck entrances/access roadways, facility interiors, hallways, lobbies, meeting rooms corridors, Vehicle Operations Center, and all other areas of ENMCC will be under control of the NOPFMI.

B. MATERIAL HANDLING / LIFT EQUIPMENT

Material handling equipment shall include but are not limited to forklifts, dollies, motorized carts, scooters, etc. Personnel lift equipment shall include but are not limited to boom lifts, scissors lifts, high lifts, hi-jackers, genie lifts, etc. Material movement shall include but are not limited to the transport of crates, pallets, registration counters/equipment/materials, trusses, carpet/carpet racks, furniture, and palletized computers/audio visual equipment.

The use of material handling/personnel lift equipment as well as material movement are subject to the following conditions on all permanently installed floor surfaces (tile, terrazzo, carpet etc.):

a. No material movement of any sort is allowed on non-protected permanent flooring surfaces;
b. NOPFMI does not furnish protective flooring material. Contracting Party (and/or Contracting Party's Contractors) is responsible for providing carpet, visqueen/polyvinyl, approved tapes, etc. to satisfy floor protection requirements set forth herein;
c. Material handling and personnel lift equipment may not be left overnight in any ENMCC public areas including but not limited to the lobbies, Atrium Restaurant, the Food Court, the Jazz City Café, meeting room corridors, covered driveways, and/or public sidewalks. All such equipment must be returned to the exhibit hall(s) at the close of each workday;
d. Load-in and/or load out of identified material handling/personnel lift equipment and material movement through the front of the facility off Convention Center Boulevard is restricted to Freight Gates 8, 9, 10, 11, and 12. Prior NOPFMI approval is required for any such movements in or out of these gates. No materials or equipment may be moved through glass doors at any time;
e. No equipment may exceed five (5) miles per hour and shall always be operated safely. Violators may be restricted from work privileges in the ENMCC;
f. Contracting Party's Contractor will be charged for the cost of replacement/plus labor, for carpet, terrazzo, tile, and/or brick paver repair. Any non-payments by Contractor will be the responsibility of Contracting Party;
g. The use of electric and/or manual pallet jacks on permanently installed floor surfaces and the cutting of carpet, signage, logos, drapery etc. in direct contact with such surfaces is strictly prohibited;
h. Freight elevator(s) use for the transporting of equipment/materials to upper levels must be approved by NOPFMI.

C. NEW ORLEANS THEATER

a. A Theater Lead is required during all hours the New Orleans Theater is in use charged at the prevailing daily rate. Additional house labor will be required with use of any house audio, lighting, or video systems in the Theater (See *Guide to Success - Event Services & Equipment*);
b. Preliminary Production freight and load-in/out schedules must be submitted 30 days in advance of occupancy. NOPFMI's Event Manager will designate docks and freight elevator(s)/access for all material and equipment movement into and out of the New Orleans Theater.;
c. There is no freight elevator access to the Mid-house level. All materials or equipment required on the Mid-house level must be suitable for hand-carry;
d. Cleaning fees may be applied by NOPFMI's Event Manager if food & beverage is provided in the New Orleans Theater;
e. Any presentations that include vehicles or gasoline engines (operational or not); haze, smoke, confetti cannons, special effects generators, or other non-lecture type presentation will require the written approval of NOPFMI and may require a firewatch during rehearsal and performance times at Contracting Party's expense;
f. Access to the production grid, cat-walk system, and the production/lighting booths is restricted to NOPFMI employees;
g. The NOPFMI's staff will manage all acoustical wall movement and placement of removable seating.

D. GENERAL

a. NOPFMI retains the right to make public address announcements to ensure public safety and building operation. Contracting Party will be notified prior to such announcements, except during an emergency;

b. NOPFMI retains the right to specify areas available to Contracting Party for the purpose of staging transportation equipment, on and/or adjacent to its facilities;

c. During move-in and move-out periods all show personnel, including exhibitors, contractors, sub-contractors, etc., must use only those entrances designated by NOPFMI's Campus Security;

d. **All NOPFMI personnel are always badged. Contracting Party will not require NOPFMI personnel to wear any additional badge to gain access to any area;**

e. Only NOPFMI Campus Security Officers are permitted to operate freight doors or coordinate the removal/replacement of exhibit hall/meeting room door mullions;

f. Loading dock areas are under the control of NOPFMI's Campus Security. The Campus Security staff will work with the drayage company of the show's official service contractor to ensure the smooth and orderly operation of these areas.

SECTION 8 – TRANSPORTATION CENTER

A. SHUTTLE HUB (SH)

a. When the Contracting Party shuttles attendees to and from the Center, the SH will be open based on the Event Schedule. Exact times to be determined between the Contracting Party and the ENMCC;

b. ENMCC will assign specific bus bays in advance (approximately 4-6 months prior to the event start date) to the Contracting Party;

c. The Contracting Party will be responsible for managing the bus bays assigned to the event;

d. The Contracting Party must provide the following when the shuttle hub is utilized:

1. Police Officer(s)* to manage the Pedestrian Crossing.
2. Police Officer(s)* to manage shuttle ingress and egress.
3. Staff to manage shuttle operations with the shuttle hub.

*Two (2) Police Officers are required at a minimum during hours of operation. Additional staffing to be determined based on the number of shuttles and the number of attendees.

e. Each bus bay includes a fixed video display to designate routes. Use of the video display will be charged at the prevailing rate (See *Guide to Success - Event Services & Equipment*);

f. Contracting Party will be responsible for any damages and billed accordingly.

B. TAXI/RIDESHARE ZONE (TRZ)

a. The TRZ is managed by ENMCC personnel;

b. The hours of operation for the TRZ are determined by ENMCC.

SECTION 9 - EMERGENCY PROCEDURES / SAFETY

A. EMERGENCY

NOPFMI has prepared and will send to Contracting Party NOPFMI's *Emergency Procedures Manual* for show staff. It is the responsibility of Contracting Party and its on-site event staff to be familiar with these procedures.

B. GENERAL SAFETY

a. Contracting Party shall not exceed the posted room capacity. All public access areas, corridors, concourse, stairs, escalators, elevators, driveways, or other doorways shall not be impeded or obstructed by Contracting Party, Contracting Party's agents, members, or guests;

b. Fluids, chemicals, petroleum-based products, hazardous wastes, or contaminated material must be identified and disposed of in the manner prescribed by local, state, and federal regulations. Arrangement for the disposal of medical waste can be made through NOPFMI's contracted waste handling firm. Compressed gas cylinders must be transported in a safe manner, using OSHA-approved cylinder carts. Cylinders must be properly secured to prevent toppling and must be removed from within the ENMCC during all event hours;

c. NOPFMI retains the right to approve all personnel employed for or utilized by the Contracting Party prior to their performing work or services within the ENMCC. Such approval will not be unreasonably withheld. NOPFMI assumes no additional liability in any and all cases where a prior approval has or has not occurred;

d. **NOPFMI's *Exhibitor Policies & Information* shall be considered a part of this Facility Use Contract**. Contracting Party is required to distribute *Exhibitor Policies & Information* to all exhibitors and to enforce exhibitor's compliance. Copies will be included with NOPFMI's utility order forms;

e. Contracting Party should notify exhibitors with multi-level or enclosed booths to carefully review that section within the *Exhibitor Policies & Information* regarding same to the extent that certain booths may require fire watches, fire extinguishers, smoke detection devices, multi-exits, etc., as required by the local Fire Prevention Authority. It is suggested that exhibitors contact Campus Security for further information;

f. Exhibit halls during move-in and move-out, loading docks, truck staging areas, and service corridors are considered Hazardous Work Areas. No horseplay, practical jokes, or games are allowed. Nothing may be thrown in these areas. Music or noise that may limit the audibility of back-up signals, fire alarms, or emergency messages is prohibited. No speeding or reckless use of vehicles or equipment is allowed;

g. Contracting Party, its contractors, invitees, and guests will follow the procedures outlined in NOPFMI's *Operational Procedures and Information* including but not limited to the operational procedures governing the safe use of motorized carts in and around NOPFMI's facilities;

h. NOPFMI reserves the right to remove any objectionable, disorderly, or disruptive person(s) from the facility and/or leased premises.

SECTION 10 - DEFACEMENT OF FACILITY

Contracting Party is responsible for all damage(s) as well as reporting all damage that occurs as the result of the negligence or actions of Contracting Party's staff, agents, contractors, exhibitors, invitees, and guests; or Contracting Party's exhibitor's agents and contractors during the occupancy period, normal wear and tear excepted. It will be the responsibility of Contracting Party to notify Contracting Party's exhibitors, sub-contractors, agents, members, invitees, or guests of any requirement(s), restriction(s), or policy(s) regarding work to be performed, signage placement, operating policies of the Facility, etc.

AT CONTRACTING PARTY'S REQUEST, NOPFMI personnel and Contracting Party will examine the condition of the contracted areas to be utilized by Contracting Party prior to occupancy and immediately after Contracting Party's removal of all property, equipment, and personnel to determine and record the extent of damage, if any.

Glitter and adhesive-backed decals are strictly prohibited and may not be distributed or used for any purpose within the ENMCC. Helium balloons may be used only with the prior approval of the NOPFMI. All balloons must be securely weighted. Helium balloons may not be handed out within the ENMCC.

SECTION 11 - SECURITY

NOPFMI Campus Security's officers regularly patrol public areas of both the interior and exterior of the ENMCC.

a) Contracting Party shall be responsible for hiring security personnel to 1) protect the exhibit/event area(s), 2) control entrances/exits to exhibit/event area(s), 3) secure Contracting Party's property within the ENMCC, and (4) post at any open freight or personnel door to the exhibit/event meeting room areas containing show materials/freight, on a 24-hour basis from the time of initial occupancy until completion of move-out. **No freight or personnel door(s) will be opened and no equipment, show material, or freight may be moved into the ENMCC until adequate security has been posted.**

b) ENMCC maintains a current listing of security firms that have presented proper verification of all State and City licensing and certifications. Also, they have presented proper proof of insurance coverage. The purpose of this list is to provide clients with basic information on vendors that have complied with our request for proof of their business and insurance certifications. **Contracting Party's Security Contractor will enforce the Facility Policies.**

c) All individuals working in the ENMCC to include contractors, suppliers, vendors, and Exhibitor Appointed Contractors are required to follow the Exhibition Services & Contractors Association (ESCA) Worker Identification System (WIS) Badge Program. All listed individuals are required to wear the WIS badge on their outermost garment, in a conspicuous location on their person, at all times while working at the facility. Additional Information can be accessed by visiting http://wis.esca.org.

d) Contracting Party shall ensure their selected Security Contractor submits a detailed security plan for review to NOPFMI's Campus Security not less than thirty (30) days prior to show move-in. The plan must indicate the number of security supervisors and security personnel, dates, times, and assigned locations. NOPFMI may request that Contracting Party make reasonable modifications to plans.

e) Contracting Party's Security Contractor must report any and all incidents immediately to NOPFMI's Campus Security. Contracting Party's security supervisor must be available to take reports on all incidents that occur in areas under the care, custody, and control of Contracting Party. Copies of all incident reports must be submitted to NOPFMI's Campus Security within twenty-four (24) hours of each and any reported incident.

f) Per Louisiana law, only on-duty licensed law enforcement officers, recognized and approved in writing by NOPFMI's Senior Director of Campus Operations, may carry firearms. Law enforcement officers are required for events that generate substantial amounts of cash. For such events, NOPFMI reserves the right to determine the minimum numbers of officers and assigned locations based on individual event requirements.

g) No lock or chains may be placed on doors, meeting rooms, exhibit areas, or offices by Contracting Party or its contractors. NOPFMI's Campus Security, upon request, can provide security locks for offices and meeting rooms.

h) To enhance the safety of all attendees entering the facility, use of magnetometers and/or metal detector wands will be required for all ticketed events that are open to the public. All attendees and bags are subject to search. Based on the nature of the event, additional screening may be required by the ENMCC and/or local authorities.

SECTION 12 - FOOD SERVICE / CATERING / CONCESSIONS

NOPFMI's food service contractor is solely authorized to provide food and beverage (including bottled water) service within the ENMCC.

Exhibitors may only distribute food/beverage samples germane to the contracted event subject to written approval of NOPFMI on forms provided to Contracting Party. Exhibitors wishing to distribute food/beverage samples not germane to the contracted event must purchase such items from NOPFMI's food service contractor.

NOPFMI reserves the exclusive right, through an agreement with NOPFMI's food service contractor, to provide coat and luggage checks, shoeshine services, non-logoed gift and novelty sales. The sale by Contracting Party (or its designee) of items bearing its logo or of educational materials germane to its event are exempt from this exclusive.

SECTION 13 – SMOKING / ELECTRONIC CIGARETTE RESTRICTIONS

To provide a safe and healthy environment, the ENMCC is a non-smoking/non-electronic cigarette (e-cigarettes, vaping & JUULing) facility. All interior areas are designated as non-smoking/non-electronic cigarette areas.

SECTION 14 - ADVERTISING

Advertising, commercial or other, within or on the ENMCC (except within the exhibit hall(s)) is commissionable to NOPFMI and permitted only with prior written approval from NOPFMI (See *Guide to Success - Event Services & Equipment*). Digital or video advertising/marketing in public areas is the exclusive right of NOPFMI. No commercial promotion of any kind is permitted in the Atrium Restaurant, on its interior/ exterior glass windows and doors, or in the Food Court and Jazz City Cafe.

SECTION 15 - COPYRIGHT

Contracting Party assumes full responsibility and guarantees payment to the appropriate agency (ASCAP, BMI, SESAC, etc.) all fees applicable to music entertainment used as part of an event by Contracting Party, their exhibitors, members, contractors, or guests.

SECTION 16 - AMERICANS WITH DISABILITIES ACT

NOPFMI is complying with requirements specified by the Americans with Disabilities Act (ADA). Contracting Party is responsible for all non-permanent accessibility requirements such as seating accessibility and auxiliary aids for the visually, hearing, and/or mobility impaired, and any special parking arrangements. The Event Services Department can assist with locating additional accessibility services or auxiliary aids that Contracting Party will require for its attendees.

SECTION 17 – LICENSES / PERMITS / EXEMPTIONS / TAXES

In most cases, conventions, trade shows, and/or their exhibitors are not required to buy permits, obtain licenses, or collect any sales taxes.

LICENSING/EXEMPTIONS - Contracting Party and its exhibitors will be exempt from the requirement to pay the City's Occasional Occupational License fee where and if they are "engaged in the sale of goods, wares, merchandise, and services in conjunction with an association meeting, where admission to the event is not open to the general public but is restricted by membership or invitation to a limited class of persons or the sale of the merchandise is secondary or accessory to the primary

purpose for the trade show, convention, or a professional or association meeting". No application for this exemption is required.

For public and non-exempt events as outlined above, Contracting Party and exhibitors are required to purchase an Occasional Occupancy License. The Event Service Department can advise on the proper procedure to obtain these.

SALES TAX/EXEMPTIONS - Contracting Parties may be liable to collect sales tax if it operates a bookstore, logoed souvenir/T-shirt sales areas, etc. In such cases, Contracting Party can apply for an exemption from the collection of these taxes if the Contracting Party is a non-profit association and sells the product itself. The Event Services Department can assist with the proper forms for this exemption. Under such exception, a non-profit Contracting Party could not contract a "for-profit" company to sell items for the association. Such sales by a for-profit company would be subject to licensing and sales tax collection and not qualify for exemption.

All exhibitors who sell items for delivery on the show floor, even for Contracting Parties that are exempt from the licensing requirements, are required to collect and remit city and state sales taxes.

For public events and non-exempt events as outlined above, Contracting Party and exhibitors are required to collect and remit city and state sales taxes for tickets and all items sold and delivered on the show floor.

SERVICE CONTRACTOR TAX - Pursuant to legislative authority, the Ernest N. Morial New Orleans Exhibition Hall Authority (Authority) passed an ordinance effective May 1, 1995, with approval of the Louisiana Legislature, imposing a two percent (2%) tax on the furnishing of goods and services provided by service contractor(s) in conjunction with trade shows, conventions, exhibitions, and other events, whether private or public. Services that are subject to the tax include goods and services provided in connection with the installation and dismantling of exhibits, displays and booths, decorations, electrical supplies, material handling, drayage, flowers/floral decorations, computers, audio/visual equipment, bands/orchestras, lighting trusses, rigging and associated equipment, furniture, carpets, signs, props, floats, business machines, plumbing, telephones, photography, catering food services, compressed air, gas, balloons, scaffolding, forklifts, highlights, security, information retrieval systems, and any other services items associated with the above. It is the responsibility of the service contractor to collect and remit the tax to the State of Louisiana, which is acting as the collection agent for the Authority. The tax is applied against the total charges to be paid to the service contractor. The amount of the tax may be included in the charge to be paid by the person for whom the goods and services are provided.

All service contractors are required to register with the City of New Orleans and the State of Louisiana. The service contractor is required to submit a tax return stating the value of the goods and services that are subject to the tax and to remit payment along with the return. It is suggested that show management verify the registration of service contractors providing goods and services for its event, as well as the payment of the required taxes. To assist in this effort, the Authority is requesting that show management submit to NOPFMI, at least 90 days in advance of the first day of occupancy, a list of its selected service contractors, along with a copy of the contractor's occupational license. The event's service contractor list, along with a copy of their occupational license, should then be forwarded to the Alita Caparotta, Chief Administrative Officer, at 900 Convention Center Boulevard, New Orleans, LA 70130 or by fax at (504) 582-3104.

SECTION 18 - RELATED DOCUMENTS

As specified herein, Contracting Party will abide by the following NOPFMI documents in the conduct of its event within the ENMCC:

a. Guide to Success - Event Services and Equipment
b. Emergency Procedures for Show Management
c. Exhibitor Policies & Information
d. Operational Procedures & Information
e. Facility Access Policies
f. Cleaning Guidelines