

**LICENSE AGREEMENT FOR LONG BEACH CONVENTION AND ENTERTAINMENT CENTER
Conventions and Trade Shows**

License No.: 7203

Date Issued: April 23, 2007 / Revised May 10, 2007

THIS AGREEMENT is executed between **SMG**, ("**Operator**"), and **NATIONAL CONFERENCE OF STATE FLEET ADMINISTRATORS** ("**Licensee**")

RECITALS

- **Operator manages, operates and maintains the Long Beach Convention and Entertainment Center (the "Center") on behalf of the City of Long Beach, a municipal corporation (the "City"), under rights granted by and obligations imposed under an agreement between the City and Operator.**
- **Licensee desires to use space in the Center for the purpose and upon the terms hereinafter provided.**
- **The Authorized Areas will be used by the Licensee and its authorized and approved exhibitors ("Exhibitors") and may be available to other persons ("Invitees").**

NOW, THEREFORE, Operator hereby permits **Licensee** and **Licensee** agrees to use those areas of the **Center** as hereinafter described ("**Authorized Areas**") for the term, at the fees and upon the terms, covenants and conditions hereinafter set forth:

1. **Authorized Areas and Term. Operator** grants to **Licensee** permission to use the following described Authorized Areas at the **Center**, including corridors for ingress and egress, during the dates and times indicated. **Operator** reserves the right to control all Lobby Areas. **Operator** will permit **Licensee** to use those areas of the Lobby as it deems appropriate.

EVENT: NCSFA CONFERENCE

AREA/RENTAL CHARGES	USE	DAY(S)	DATE(S)	HOUR(S)
Grand Ballroom: (\$10,000.00)		Tuesday-Wednesday	September 30- October 1, 2008	6:00AM 9/30 - 11:59PM 10/1
Event		Tuesday-Wednesday	September 30- October 1, 2008	6:00AM 9/30 –11:59PM 10/1

2. Fees. For the use of the Authorized Areas, **Licensee** shall pay to **Operator**:

(A) Minimum fee of: **TEN THOUSAND DOLLARS**

ADDENDUM(S): NONE

MINIMUM BALANCE FOR DETERMINING DEPOSIT: \$10,000.00

- 1) **THREE THOUSAND THREE HUNDRED THIRTY THREE DOLLARS (\$3,333.00) DUE WITH SIGNED LICENSE AGREEMENT BY MAY 23, 2007.**
 - 2) **THREE THOUSAND THREE HUNDRED THIRTY THREE DOLLARS (\$3,333.00) DUE BY SEPTEMBER 30, 2007.**
 - 3) **THREE THOUSAND THREE HUNDRED THIRTY FOUR DOLLARS (\$3,334.00) DUE BY MARCH 30, 2008.**
3. **Mode of Payment. Licensee** agrees to pay **Operator** at **Operator's** office in the **Center**, by certified or cashier's check payable to the Long Beach Convention and Entertainment **Center** as follows:

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Licensee's Initials

Licensee shall pay the balance of all fees and charges under Paragraphs 2 and 7 within thirty (30) days of invoice. If **Licensee** fails to pay any amounts when due under this agreement, it shall pay to **Operator** a late charge of 1.5% per month on the unpaid balance. **Operator** is not obligated to pay interest on any deposit called for by this agreement.

If requested by **Operator** at any time before the event, **Licensee** shall furnish to **Operator** a faithful performance bond or guaranty in an amount to be determined by **Operator** to insure that the **Licensee** performs all its obligations under this agreement. Such bond or guaranty shall be in a form approved by **Operator** and such bond or the Operator shall approve guaranty.

4. **Liquidated Damages.** If **Licensee** cancels any event covered by this agreement, **Licensee** agrees to pay the **Operator** the following amounts as liquidated damages and not as a penalty, and the parties agree that such amounts constitute reasonable provision for liquidated damages:
- (A) If **Licensee** cancels more than one (1) year before the first scheduled day of occupancy, one third (1/3) of the minimum balance as shown in paragraph 2 shall be payable to **Operator** as liquidated damages within ten (10) days of invoice.
 - (B) If **Licensee** cancels more than six (6) months before the first scheduled day of the event, but less than one (1) year before the first scheduled day of the event, one half (1/2) of the minimum balance as shown in paragraph 2 shall be payable to **Operator** as liquidated damages within ten (10) days of invoice.
 - (C) If **Licensee** cancels less than six (6) months before the first scheduled day of the event, the entire minimum balance as shown in paragraph 2 shall be payable to **Operator** as liquidated damages within ten (10) days of invoice.

5. **Use of Facilities.**

- (A) The Authorized Areas shall be used for an event to be called a Convention ("Event"), and only for the purpose of a Convention. If requested by **Operator**, **Licensee** warrants that within the definition set forth below, the event will be a Convention or Trade Show.

A Convention or Trade Show is an event, which is limited to a well-defined and narrow class of persons who normally belong to a trade or professional association. **Operator's** General Manager shall have full and final authority for defining whether an event is a Convention or Trade Show.

- (B) **Notice of Event Requirements: Floor Plans.**

No later than sixty (60) days before the first day of the event, **Licensee** shall provide the Long Beach Fire Department for approval by the Long Beach Fire Marshal, six (6) copies of a full and complete floor plan for the event, and, if requested, furnish a description of all electrical, communications systems, audio\visual requirements and plumbing work. **Licensee** shall provide **Operator** and the Long Beach Fire Department with all other information required by **Operator** concerning the event such as room or hall set-ups, staging, and Food and Beverage requirements no later than thirty (30) days before the first day move-in of the event. In no event will **Operator** or the Long Beach Fire Department be responsible for any injury, harm, or damage arising from the late delivery of any such information. If **Licensee** fails to provide this information as required it shall pay to **Operator** the cost of **Operator's** additional labor and any other fees arising from such delay. **Operator** shall be the sole judge of what additional labor or fees are required as a result of the delay.

Licensee acknowledges that it bears the sole risk of loss if it sells exhibit space before performing all of its obligations under this agreement, including but not limited to payment of all fees due under this agreement, obtaining Long Beach Fire Marshal's approval of floor plans, supplying certificates or policies of insurance pursuant to paragraph 8.

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Licensee's Initials

- (C) **Licensee** shall not use the **Center** or permit it to be used by any employee, agent exhibitor or invitee:
- (i) For any illegal purpose;
 - (ii) In conflict with any applicable law, ordinance, rule or regulation of any governmental authority;
 - (iii) In any manner which could weaken the insurance or increase the rate of insurance on the **Center**;
 - (iv) In any manner which constitutes any waste or nuisance;
 - (v) In any manner which causes injury to the **Center**; or
 - (vi) In violation of **Operator's** Rules and Regulations, as such may exist from time to time.
- (D) **Licensee** shall conduct business in the Authorized Areas in a dignified and orderly manner with full regard for public safety and in conformity with **Operator's** Fire and Safety Regulations as such may exist from time to time. **Licensee** agrees that it will not allow any employee, agent, Exhibitor or invitee at, in or about the **Center** who shall, upon reasonable, non-discriminatory grounds, be objected to by **Operator**, and such person's right to use the **Center** may be revoked immediately by **Operator**. More detailed rules relating to the use of the **Center** are contained in **Operator's** Facilities General Rules and Regulations. (Refer to Paragraph 26)

6. **Services Provided by Operator for Minimum Fee.** **Operator** shall furnish, without cost to **Licensee**, normal heat or air conditioning on event days, overhead lighting on event days, marquee, restroom facilities, janitorial services consisting of cleaning of common public areas, and one set-up per contracted event for meeting rooms, or banquet areas provided that **Licensee** complies with the requirements of paragraph 5B.

Operator will provide **Licensee** with a written estimate of all charges for services to be provided by **Operator** and may revise such estimate from time to time. **Licensee** must deposit the total amount of the original estimate and any increases within 72 hours of delivery of notice.

7. **Other Services.** **Licensee** shall separately pay for all services, equipment, and personnel ("Services") not specifically covered by paragraph 6. **Licensee** must use and pay for **Operator**-provided crowd control, EMS, security, stagehands, sound equipment operators, trash removal, set-up and/or labor expressly not included in this agreement. **Operator** also provides certain other services at the **Center** on an exclusive basis. If **Operator** does not provide a type of service on an exclusive basis, **Licensee** may use other suppliers approved by **Operator**. No services may be used at or supplied to the **Center**, which are not furnished by an **Operator**-approved supplier.

Operator will provide **Licensee** with a written estimate of all charges for services to be provided by **Operator** and may revise such estimate from time to time. **Licensee** must deposit the total amount of the original estimate and any increases within 72 hours of delivery of notice.

Operator reserves the right at any time to increase the security staffing levels for the event, the cost of which will be borne by **Licensee**. **Operator** may request **Licensee** to increase or change its security arrangements and **Licensee** shall promptly comply with such request.

8. **Insurance.** **Licensee**, at its cost, shall secure and maintain through the term of this agreement, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of **Licensee** and/or **Operator** and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with **Licensee's** obligations under this paragraph:
- (A) Worker's Compensation insurance;
 - (B) Employer's Liability insurance with limits not less than \$1,000,000 each accident;
 - (C) Comprehensive Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); Written by an insurance company with an AM best rating of at least a VII;

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- (D) Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.

Comprehensive Commercial General Liability and Automobile Liability insurance policies required by agreements for use of the **Center** shall name: (i) SMG, (ii) the City of Long Beach, their officers, agents and employees as additional insureds.

Certificates of Insurance. Copies of additional insured endorsements and primary coverage endorsements and, if requested, complete copies of policies, satisfactory to Operator, shall be furnished to Operator sixty (60) days before the first day of the event. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without thirty (30) days advance written notice to Operator.

9. **Indemnification. Licensee** agrees to indemnify, hold harmless and defend SMG, the City of Long Beach and their respective members, officers, directors, agents and employees ("Indemnified Parties") from and against any and all liabilities, damages, actions, costs, losses, claims, and expenses (including attorney's fees) on account of personal injury, death or damage to or loss of property or profits arising out of or resulting, in whole, or in part, from any act, omission, negligence, fault or violation of law or ordinance of **Licensee** or its employees, agents, subcontractors, Exhibitors, or invitees or any other person entering the **Center** with the implied or express permission of **Licensee**. Such indemnification by **Licensee** shall apply unless such damage or injury results from the sole negligence, gross negligence or willful misconduct of **Operator**, its employees or subcontractors.
10. **Waiver of Subrogation. Licensee** hereby waives any and every claim which arises or may arise in its favor and against **Operator** or the City during the term of this agreement or any extension or renewal hereof for any and all loss or damage covered by valid and collectible insurance policies, to the extent that such loss or damage is covered under such insurance policies. 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 **Licensee**.
- Inasmuch as the waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), **Licensee** is advised to give to each insurance company written notice of the terms of such waiver and to have insurance policies properly endorsed, if necessary.
11. **Waiver of Claims. Licensee** assumes full responsibility to safeguard display booths, advertising material, goods held for display or sale and all other property, owned or used by **Licensee** or any of its Exhibitors or Invitees. **Licensee** hereby waives any claims against **Operator** and the persons and Indemnified Parties described in paragraph 9 for damage to or loss of the property enumerated above, unless such damage or loss results from the sole negligence, gross negligence or willful misconduct of **Operator**, its employees or subcontractors.
12. **Repair and Return of Facilities. Licensee** shall pay all costs to return the **Center** to **Operator** in the same conditions received, as well as any costs to repair or replace property at the **Center** damaged or lost during the term of this agreement, normal wear and tear excepted or unless the **Center** or property at the **Center** is damaged or lost as a result of the sole negligence, gross negligence or willful misconduct of **Operator**, its employees or subcontractors. This paragraph applies to any damages caused by I and D companies (see paragraph 29).
13. **Taxes and Fees. Licensee** agrees to pay promptly all sales, use, excise and any other taxes and any license fees which are required to be paid by **Licensee** to any governmental or accepted licensing authority and at **Operator's** request shall provide evidence of such payment to **Operator**.
14. **Food and Beverage.** SMG Food Services is the exclusive food and beverage provider for both concessions and catering at the Long Beach Convention and Entertainment Center. SMG reserves the right to sell, at its discretion, food and beverage, including alcohol, in any unused space within the facility for this purpose.

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SMG Food Services requires full payment for all catered services, at least three days prior to the first day of an event. The amount due will be based on total estimated catering orders for the entire event. Additional services ordered on-site must be guaranteed by credit card or paid company check. Minimum guarantees may apply for special services, set-ups and concessions. Please contact SMG Food Services at 562-499-7565 for further information.

15. **Non-Discrimination.** Licensee agrees not to 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.
16. **Force Majeure.** Either party may terminate or suspend its obligations under this agreement if such obligations are delayed, prevented or rendered impractical by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is prevented or rendered impractical:

Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, labor disputes, strikes, war, shortage of or inability to obtain materials, supplies or utilities, any law ordinance, rule or regulation.

In any such event such party shall not be liable to the other for delay or failure to perform its obligations, except there shall be a prorata reduction in the consideration which would otherwise be payable or otherwise due under this agreement.
17. **Operator's Right of Entry.** In permitting the use of the Authorized Areas, **Operator** does not relinquish and does hereby retain the right to enforce all rules for the management and operation of such space. Representatives of **Operator** and City may enter the authorized areas at any time and on any occasion without any restrictions whatsoever. All space at the **Center** shall at all times be subject to **Operator's** right to control.
18. **Non-Exclusive Use.** **Operator** shall have the right to use or permit the use of any portion of the **Center** not granted to **Licensee** under this agreement to any person, firm, or entity regardless of the nature of the use of such other space. This right shall be subject to **Operator's** prudent business judgment.
19. **Abandonment or Vacation of Facility.** If any part of the **Center** covered by this agreement becomes vacant or is not used by **Licensee**, **Operator** may offer such space to others. In that event, all income from the relicensed space shall belong to **Operator**.
20. **Liens.** To secure **Licensee's** obligations hereunder, **Licensee** hereby grants **Operator** a first lien against property of **Licensee** at the **Center** and all accounts receivable. **Operator** shall have the right to impound **Licensee's** property at the **Center**. Should such unpaid charges remain unpaid for a period of thirty (30) days after invoicing, **Operator** shall have the right to sell such impounded property at public auction and to apply the cash proceeds from the auction to the retirement of such unpaid charges.
21. **Default.** If **Licensee** defaults in the performance of any of the terms or conditions of this agreement, or any other agreement between **Licensee** and **Operator**, including payment of fees and maintenance of required insurance in strict accordance with this agreement, then **Operator**, at its option, may immediately terminate this agreement by written notice to **Licensee**,

whether or not **Licensee** has previously entered into contracts, including contracts for exhibit space, whereupon **Licensee's** rights and privileges under this agreement shall immediately terminate. **Operator** may also terminate any other contracts with **Licensee**. In addition, **Licensee** shall be liable for all damages caused by such default, including liquidated damages.
22. **Suit to Enforce.** If either party institutes suit or other proceeding against the other party for the fees provided herein or otherwise to endorse or seek damages with respect to a default under this agreement,

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the prevailing party shall be entitled to recover all damages provided by law or under this agreement and, in addition, all costs and reasonable attorney's fees.

23. **Cumulative Remedies.** All rights, powers and privileges conferred hereunder upon **Operator** shall be cumulative and shall not be restricted to those given by law.
24. **Assignment. Licensee** may not assign this agreement or any interest therein or permit the use of the Authorized Areas or any part thereof without prior written consent of **Operator**. Any attempted assignment without the prior written consent of **Operator** shall be null and void.
25. **Notices.** Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing and delivered personally, or sent by first class mail, facsimile or by e-mail as follows:

To Operator: In care of **SMG**
at the **Long Beach Convention & Entertainment Center**
300 E. Ocean Blvd.
Long Beach, CA 90802

To Licensee: At the office designated in the application for License or during the term of this agreement to the Authorized Area.

Mailed notice shall be deemed to have been given upon the deposit of same in any United States mail post office box, with postage prepaid, addressed as set forth above. The addresses for the purposes of this paragraph may be changed by giving written notice of such change in the manner provided herein for giving notice. Unless and until written notice is received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder.

26. **Rules and Regulations. Operator's** General Rules and Regulations and **Operator's** Public Safety are hereby incorporated into this agreement by reference. **Operator** reserves the right to change such rules and regulations in writing from time to time and will provide **Licensee** with such changed rules and regulations which shall be binding upon **Licensee**.
27. **Entire Agreement.** Except as provided in Paragraphs 26 and 30, this document contains or refers to the complete and exclusive agreement between the parties, and it is intended to be a final expression of their agreement. No promise, representation, warranty or covenant not included in this document has been or is relied upon by any party. Each party has relied upon its own examination of the full agreement and the provisions thereof and the counsel of its own advisors, and the warranties, representation, and covenants expressly contained in the Agreement itself. No modification or amendment of this agreement shall be in force of effect unless in writing executed by all parties hereto.
28. **Headings.** The headings used in this agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this agreement nor the intent of any provision thereof.
29. **Installation and Dismantling Companies (I and D Companies).** **Licensee** assumes full responsibility for all acts or omissions of all I and D Companies providing services to **Licensee's** Exhibitors. **Licensee** will assure that such I and D Companies will fully comply with all terms and conditions of **Operator's** Rules and Regulations (see paragraph 26) and will be financially responsible for any non-compliance by I and D Companies.
30. **Hold Harmless Agreements.** Notwithstanding any other provision of this License, the City of Long Beach, and its successors, agrees to indemnify and hold harmless **Licensee** from any and all liability, claims, fines and penalties directly arising from non-compliance of the physical Authorized Areas with applicable laws.

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Neither City nor Operator will indemnify nor hold harmless any Licensee against, and Licensee shall be solely responsible for, any liability, claim, fine or penalty arising from any failure by Licensee to comply with any requirement of applicable law relating to or arising from non-permanent items including, but not limited to equipment or materials which are set up for the use of Licensee, its agents or other representatives of Licensee, or set up by Operator or City at the request and to the specification directed by Licensee.

Licensee agrees that it will use reasonable efforts in a timely manner to determine the needs and requirements of disabled persons who may be attending the event and in accordance with the rules and regulations promulgated by Operator, inform Operator of the results of its efforts and of the accessibility services the Licensee will provide to accommodate such disabled attendee(s) as well as what additional services and accommodations may be needed and/or requested from Operator and/or City in this regard.

RECEIPT OF RULES:

Licensee hereby acknowledges receipt of Operator's Facilities General Rules and Regulations and agrees to be bound by such Rules and Regulations.

APPROVAL OF CONTRACT:

This agreement is not binding upon Operator until signed on behalf of Operator. It will be effective on the date that it is executed by Operator.

EXECUTED:

**OPERATOR:
SMG**

By: _____
David Gordon, General Manager

**LICENSEE:
NATIONAL CONFERENCE OF STATE FLEET
ADMINISTRATORS**

By: _____
Scott Madsen, 2007 NCSFA President

By: _____
Larry Charlton, 2007 NCSFA President-Elect/08
Conference Host

By: _____
Steven W. Saltzgiver, Executive Director

Date: _____
WA/5/10/07

Date: _____
5/21/07

Operator's Initials

Licensee's Initials

LONG BEACH CONVENTION AND ENTERTAINMENT CENTER

GENERAL RULES AND REGULATIONS

1. **Licenses or Permits.** If any governmental license or permit is required for the proper and lawful conduct of Licensee's business or other activity carried on, in or at the Authorized Areas or if failure to obtain such a license or permit might in any way affect the operations of the Facilities, then Licensee, at its own expense, shall obtain and maintain such license or permit and submit the same to inspection by Operator. Licensee, at its sole cost and expense, shall at all times comply with the requirements of each such license or permit.
2. **Compliance with Laws.** Licensee shall, at its own expense, promptly comply and cause its employees, agents, contractors, exhibitors, patrons and invitees to comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and local governments, departments, commissions, boards and officers and to conform in all respects with the City of Long Beach Fire Department Management Plan for the facilities as in effect from time to time, with particular reference to such Plan's Exhibition Guidelines.
3. **Failure to Vacate/Removal of Property.** Upon the expiration or sooner termination of the agreement hereof, Licensee 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 Facilities. Any such property not so removed shall be considered abandoned and, at Operator's option, be removed and stored by Operator at Licensee's expense or disposed of in any manner Operator deems expedient. Licensee hereby waives all claims for damage resulting from such removal, storage and disposal of such property and indemnifies Operator from any damages or costs including reasonable attorney's fees resulting from such storage and disposal.
4. **Protection of Facilities.** Licensee will not permit anyone to drive any nails, hooks, tacks or screws in any part of the Facilities or to alter the Facilities in any respect. Without limiting the above, Licensee will not permit anyone to affix any material to the walls, floors, doors or ceilings or to alter the Facilities in any respect without prior written approval by Operator. If, with or without Operator's approval, Licensee damages the Facilities it will pay Operator the cost of repair or replacement.
5. **Property of Operator.** Licensee may not use or transport any equipment, furnishings or other property belonging to Operator, or the City of Long Beach, to any place outside the Facility itself.
6. **Attendance Capacity.** In no event shall attendance be permitted in excess of the established capacity of the Authorized Areas. Licensee shall not admit a larger number of persons than can safely and freely move about in the Authorized Areas; the decision of the Operator and/or the Long Beach Fire Department in this respect shall be final.
7. **Evacuation of Facility.** If it becomes appropriate in the judgment of Operator to evacuate the premises because of a bomb threat or for other reasons of public safety, then, after such evacuation, the Licensee may continue to use the premises for sufficient time to complete presentation of the event without additional fees providing such time does not interfere with another Licensee. If it is not possible to complete presentation of the event, fees shall be prorated or adjusted at the discretion of the Operator and the Licensee hereby waives any claim for damages or compensation from the Operator.
8. **Designated Entrances.** All persons, articles, exhibits, fixtures, displays and property of every kind shall be brought into and out of the Facilities only at designated and approved entrances and exits. All such entrances and exits shall be subject to Operator's control.
9. **Crate Storage.** All crates and related materials shall, at Licensee's expense, be removed from the Authorized Areas before the opening day of Licensee's scheduled event.
10. **Flammable Materials.** No flammable materials, such as bunting, tissue paper, crepe papers, etc., will be permitted to be used for decorations and all materials used for decorative purposes must be treated with flame-proofing and be in accordance with the Operator's Fire and Safety Rules and Regulations.

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11. Public Safety. Licensee agrees not to bring onto the premises any material, substance, equipment or object which is likely to endanger the life of, or to cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon without the prior approval of the Operator. The Operator shall have the right to refuse any such material, substance, equipment or object to be brought onto the premises and the further right to require its immediate removal therefrom if found thereon.

12. Utility Connections. Contracts for installation of electricity, plumbing or other utility services shall be made by Licensee with contractors designated by Operator in accord with Operator's prevailing practice. Any exception must be approved in writing by Operator. All such connections and related work will be at the expense of the Licensee, including any related costs incurred by Operator.

13. Lost Articles. Operator shall have the sole right to collect and have the custody of articles left in the premises by persons attending any performance, exhibition or entertainment event given or held in the Facilities, and the Licensee or any person in Licensee's employ shall neither collect nor interfere with the collection or custody of such articles.

14. Tours. Operator reserves the right to conduct public tours of the Facilities during the period of occupancy in such a manner that the tours do not interfere with Licensee's event.

15. Announcements. Operator reserves the right to make such announcements as Operator deems necessary at any time in the interest of public safety.

16. Advance Deliveries. Operator shall not be obligated to accept delivery of Licensee's property addressed to Licensee at the Facilities except upon prior approval of Operator. Operator shall not be liable for damage to such property and Licensee shall indemnify and hold harmless Operator for and against any loss of or damage to such property and to any damage caused by such property to other persons or property.

17. Signs and Posters. The use, distribution and location of all signs, cards and posters are subject to Operator's review and control.

18. Banners, Flags and Flagpoles. The use of banners on the exterior of the Facilities is at the discretion of the Operator.

19. Advertising. All advertising of Licensee's event shall be accurate and true in all respects. All advertising space in the Facilities is the exclusive property of Operator. Advertising of events by Licensee in Facilities publications, readerboards or other advertising media under the control of Operator shall be provided as availability permits with no guarantee that such advertising space shall be available. The content of all advertising by Licensee is subject to approval by Operator in writing. All in-house publications and advertising in such publications are the exclusive property of Operator. Operator reserves the right to distribute its in-house publications to attendees within the Facilities.

As stated in the CPC (California Penal Code) section 556-556.1, Licensee may not unlawfully place, post, erect, or display any signs or other form of advertising on any public street or thoroughfare or on any private property which pertains to your contracted event at the Long Beach Convention & Entertainment Center. Failure to adhere to this provision may result in the cancellation of future bookings.

20. Copyrights and Proprietary Material. With respect to any Event at the Facilities, Licensee shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display, or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works. The fees payable by Licensee under this Agreement do not include royalty, copyright or other payments which may be payable on behalf of third party owners of such Works, and Licensee agrees hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish, display or reproduce any such Works. Licensee specifically agrees, undertakes, and assumes the responsibility to make any and all reports to such agencies and/or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC, Copyright Clearance Center, and other similar agencies. Licensee agrees hereby to obtain and maintain evidence of such reports and any necessary payments,

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Licensee's Initials

including evidence of compliance with the requirements of this paragraph. Licensee further agrees hereby to provide to SMG any such compliance evidence as may be requested by SMG in advance of or after any such Event. Licensee agrees that the obtaining and maintaining of such evidence by Licensee is a material condition of this Agreement. Licensee agrees to indemnify, defend, protect and hold harmless SMG and all other Indemnitees (as that term is defined in this Agreement) of and from all and all manner of Losses arising in any way from the use by Licensee of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing indemnity shall apply regardless of the means of publication, display, or performance by Licensee, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, webcasts, or on-line service providers, satellite or cable, and all other publication, display or performance means whatsoever, whether now known or developed after the date of this Agreement.

21. **Solicitations.** No collections or donations, whether for charity or otherwise, shall be made, attempted or announced on the premises without prior written approval of Operator.

22. **Opening Hours.** Licensee shall open doors for an event in accordance with advertised times.

23. **References.** Reference in these Rules and Regulations to "Operator" means SMG; to "City" refers to the City of Long Beach; and, to the "Agreement" or "License Agreement" refers to Operator's License Agreement for Long Beach Convention and Entertainment Center executed by Licensee. "Facility" refers to the facilities described in that Agreement. Other terms are defined in such License Agreement.

24. **Booth Cleaning.** Licensee may choose one of two options:

Option 1 –Operator will provide booth and aisle carpet cleaning services for the event. If this option is chosen, Operator will provide all cleaning services prior to, during, and upon completion of Licensee's event in all areas that are utilized including common areas, such as restrooms, lobby space, etc. (Tape removal will be billed back to Licensee's service contractor at the current prevailing rate).

Option 2 – Licensee will retain responsibility for booth and aisle carpet cleaning services. The premises are turned over to the Licensee under a "clean hall to clean hall" policy. Licensee will be responsible for the cleaning of areas including, but not limited to, areas utilized for purposes of offices or registration, loading dock(s), any Exhibit Hall floor space that is utilized, trash left in aisles or placed in receptacles located on the show floor, etc.. If Licensee fails to return the premises in a "clean hall" manner, including the removal of tape, Operator will perform the necessary services and it will be Licensee's responsibility to reimburse Operator for the costs that were incurred to provide such services.

Operator will maintain and clean all meeting rooms areas, rest rooms, lobby space and concession areas throughout the term of the License Agreement at no additional cost to Licensee.

Licensee shall notify Operator in writing no later than 30 days prior occupancy of which Option that will be utilized for booth cleaning.

25. **Show Badges.** Licensee agrees to provide ten (10) all access badges per day to Operator for each event or performance covered by this agreement. Such complimentary badges shall be of Operator's choice and supplied to Operator at its office at least ten (10) working days before the first day of the event.

26. **Non-Smoking Facility.** Licensee agrees to uphold the "Non-Smoking" policy as per the Long Beach City Ordinance No. C-6916, smoking is prohibited within the facility and will be held responsible for notifying its Exhibitors and Invitees.

27. **Novelty Fee.** Applies to any merchandise sold. Operator has exclusive to sell. Fee shall be 20/80 of gross receipts.

28. **Audio Visual.** Projection Presentation Technology Inc. is the in-house preferred Audio-Visual and Computer equipment supplier at the Long Beach Convention & Entertainment Center. It is also important to note that Projection Inc. is the exclusive operator of all in-house sound systems in the meeting rooms, ballrooms, and exhibit halls. Projection Inc. is required to provide all labor, audio equipment and microphones fed to these "house" sound systems.

Operator's Initials

SWS
Licensee's Initials

Projection Inc. requires a 50% deposit of all estimated expenses prepaid 30 days prior to the start of the event. The remaining estimated balance must be paid on or before the first event day of services to be provided. Any additional charges incurred on-site, up to 10% of original estimate, can be billed and paid net 30 days after the event. Overages greater than 10% must be paid for on-site by the final show date. Please contact our Projection Inc. in-house A/V Director at 562/499-7546 for a detailed estimate, or to discuss terms.

Revised: 12/12/06

Operator's Initials

SWS
Licensee's Initials