



# **Washington State Convention Center Rules and Regulations**

**Adopted September 2020**

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# WASHINGTON STATE CONVENTION CENTER PUBLIC FACILITIES DISTRICT

## RULES AND REGULATIONS

### 1. LEGAL AUTHORIZATION

Pursuant to Chapter 36.100 of the Revised Code of Washington (RCW), King County has authorized the formation of a Public Facilities District, the Washington State Convention Center Public Facilities District ("District"). This District shall be a municipal corporation of the state and has the power, and shall exercise that power, to build and operate a convention center in the city of Seattle.

The Governor shall appoint 3 members to the Board of Directors, the County Executive shall appoint 3 members and the Mayor of Seattle shall appoint 3 members to "do whatever is necessary and appropriate" to carry out the duties set out in RCW 36.100.

In accordance therewith the Board of Directors of the Washington State Convention Center Public Facilities District Corporation hereby establishes the following Rules and Regulations for the operation of the District's facilities.

These Rules and Regulations were adopted by resolution of the Board of Directors.

### 2. DEFINITIONS

**Board of Directors:** hereinafter referred to as the "Board", means the nine member empowered to operate the Washington State Convention Center Public Facilities District.

**General Manager:** means the President of the District who is appointed by the Board of Directors of the District to manage the facilities and serve as the District's Chief Operating Officer.

**Washington State Convention Center:** means all or any portion of the facility of the Washington State Convention Center ("Convention Center"), including the exhibition halls, ballrooms, meeting rooms, The Conference Center, public spaces, service corridors and related facilities, including the grounds and related parking lots, but does not include public streets and right of ways.

**License Agreement:** means the printed District license form and addenda thereto issued to any applicant by the President or the President's designee.

**Licensor:** means the Washington State Convention Center Public Facilities District, its directors, officers, agents and employees, acting through its President or the President's designee.

**Licensee:** means the person, firm or corporation utilizing the Convention Center facilities under written license from Licensor.

### 3. LICENSE AGREEMENT

- a) All requests for licensing of space at the Convention Center facility must be made through the sales department of the Washington State Convention Center.
- b) Prior to a License Agreement being issued, Licensee may be required to complete a rental application. After the rental application is received, reviewed and approved, a License Agreement outlining dates,

space, rent, deposit, insurance, and other pertinent requirements will be issued. The License Agreement must be fully executed and returned within the specified time to secure the date(s) and the facilities.

- c) No person may use the Convention Center without first having obtained a written License Agreement. License Agreements for the use of the Convention Center shall be issued on authorized printed forms, affording notice of applicable Rules and Regulations. Licensee shall be required to submit any information necessary to determine facilities, arrangements, and any special services necessary to the staging and proper management of any event scheduled at the Convention Center. Any violation of these Rules and Regulations shall, within the discretion of the President or the President's designee, subject the violator to immediate expulsion from the Convention Center together with forfeiture of all sums at that time paid for the use of the Convention Center, as well as create an enforceable liability on the part of Licensee, in the courts, for payment of any unpaid and owed sums of money together with damages.

Verbal agreements for the use of the Convention Center are not binding upon Licensor.

Licensee's acceptance of an issued License Agreement for the use of the Convention Center shall constitute an offer to enter into a contract with Licensor on the terms set forth in the License Agreement; and shall constitute a contract upon acceptance by written approval by the General Manager or his designee.

Letters of Intent and similar instruments are not binding upon the Licensor, unless signed by the President or the President's designee or the Chairperson of the Board.

#### 4. RENT AND FEES

- a) Rent

The rent for use of the Convention Center facilities shall be set out in the License Agreement.

The rent consists of fees for using identified areas of the Convention Center. The rent includes one set-up where indicated, four walls, general house lighting, normal clean up, heating and air conditioning during event hours. The rent does not include any special services or equipment not supplied by Licensor under the terms of the License Agreement.

- b) Payment Schedule

The rent and other specified fees shall be paid in advance of the occupancy by Licensee per the payment schedule set out in the License Agreement. If Licensee shall be in default in the performance of any term or condition of these Rules and Regulations, or of the License Agreement, Licensor shall have the right to retain all monies previously paid by Licensee or due under the terms of the License Agreement, and to seek any damages resulting from the default.

- c) Rate Guarantees

- i) Facility use rates for conventions may be established and guaranteed to remain unchanged eighteen (18) months prior to the event with a contract issued twelve (12) months prior to the event.
- ii) Facility use rates for tradeshow, commercial events, consumer shows and public events may be established up to eighteen (18) months prior and guaranteed to remain unchanged only after the License Agreement is executed. License Agreements will be issued no earlier than twelve (12) months prior to the event.

iii) All other events will pay the prevailing rate currently in place for the term of the event at the time of contract signing.

d) Negotiated Rates

When a prospective Licensee seeks rates other than those established, a written application containing justification for the rates sought must be filed with, and approved by, the President or the President's designee before any License Agreement can be issued.

e) Bond Requirement

The President or the President's designee may require any prospective Licensee seeking to use the Convention Center to furnish a satisfactory cash or security bond commensurate with all risks and expense involved, guaranteeing that said prospective Licensee will well and faithfully perform each and every term and condition of any License Agreement awarded, as well as abide by and observe all lawful Rules and Regulations for the use of the Convention Center.

f) Refunds

Deposits and rent payments are non-refundable, except in such cases where Licensor is unable to deliver possession of the Convention Center facilities in accordance with the License Agreement. If deposits are not paid on or before the due date specified in the License Agreement, the License Agreement is subject to cancellation by Licensor without further notice.

g) Net Square Footage Calculation

Net square feet shall consist of the actual exhibit space used, less normal aisle and corridors which shall not exceed ten (10) feet in width, except by requirements of fire and safety codes. However, net square feet shall not be less than fifty (50) percent of the gross square footage of the exhibit hall(s) occupied by Licensee.

h) Event Space Provided

i) Conventions

Meeting rooms are provided at no charge and in such numbers as are approximately proportionate to one-half of the actual amount of exhibit space rented.

ii) Tradeshows, Commercial Events, Consumer Shows and Public Events

Meeting rooms are not provided at no charge for tradeshows, commercial events, consumer shows or public events.

Licensor, at its option, may grant the use of a limited number of meeting rooms to Licensee in conjunction with other rented space.

iii) Meetings, Banquets and Other Special Events

Meeting rooms are not provided at no charge for meetings, banquets and other special events. Licensor, at its option, may grant the use of a limited number of meeting rooms to Licensee in conjunction with other rented space.

Meeting rooms, when granted, will include one (1) theater style, conference style or school room style

set-up utilizing available inventory of tables, chairs, lecterns on a one (1) time set-up per day basis. Changeovers and revised room set-ups will be charged at the prevailing rate.

Additional meeting rooms will be charged at the prevailing meeting room rates, as reflected on the appropriate rental rate schedule. Meeting rooms will be assigned in consideration of other tenants and commitments by the Licensor.

Meeting room space shall be used for purposes directly related to Licensee's event, and not assigned, sublet or resold to commercial firms or other organizations for hospitality rooms, demonstrations, sales meetings or other similar private events. Such commercial firms, or other organizers, will be required to make independent License Agreements for space with Licensor. Rental rates for meeting rooms for commercial use are detailed on the commercial rate schedule.

Show offices, as required by Licensee, will be provided proportionate to the paid exhibit space, and in consideration of other tenants and other commitments by Licensor.

Registration space will be provided to Licensee at no charge in a general lobby area of the Convention Center, and in consideration of other tenants. Registration equipment, telephones and electrical services are not included. Registration plans and space utilization must appear on exhibit floor plans for Licensor approval prior to sale by Licensee.

Exhibit booth configuration, size of booths, registration booths, information displays, cyber cafés, food and beverage space, lounges and service desks must be designated on all floor plans submitted by Licensee for approval by Licensor and Seattle Fire Marshal ("Fire Marshal") prior to occupancy of the Convention Center by Licensee.

## 5. DESIGNATION OF RATE CLASSIFICATION AND TIME

The classification of usage, indicated in the following definitions, shall be the determining point for allocation of a potential user into a rate class, for purposes of rate calculation.

### a) Conventions

For purposes of rate designation, conventions groups shall be identified as international, national, regional or state organizations which, through their use of the Convention Center, will have a significant impact on hotel and motel rooms by utilizing a minimum of five hundred (500) hotel/motel rooms or more on a peak event day.

### b) Non-Conventions

For purposes of rate designation, non-convention groups shall be identified as any organizations, which through their use of the Convention Center do not generate at least five hundred (500) hotel/motel rooms or more on peak event days. These groups may include commercial events consumer shows, public events, tradeshows, meetings, seminars, banquets or special events.

The President or the President's designee may however:

- i) promote, solicit, develop and make reservations for any activity deemed to be in the interest of Licensor or is for the good of the community;
- ii) decline any request for any user on the basis of: credit references, financial ability, or whose conduct or program is not, or may not be, consistent with or beneficial to the interest of Licensor.

Unless otherwise provided, the period of occupancy for all Licenses shall be between the hours of 6:00

a.m. and 11:00 p.m. A fee equal to a full daily rent shall be charged to Licensee for use of the Convention Center beyond the time specified in the License Agreement. Any such overtime use must be with the prior approval of the President, or the President's designee.

## 6. MOVE-IN AND MOVE-OUT

Complimentary move-in and move-out time is computed on the basis of one (1) day per paid show day, up to a maximum of five (5) days, related to use of the exhibit halls and depending upon date availability and the complexity and requirements of each event. Additional move-in and move-out time, subject to availability, may be provided at rates based on the per show day rate.

It is the responsibility of Licensee to coordinate the move-in and move-out of the event with Licensor's Event Manager.

Move-in and move-out hours are from 8:00 a.m. until 5:00 p.m. daily. Variations from these hours will be negotiated with Licensor and the cost of additional labor will be borne by Licensee.

Licensor will not accept freight shipments for Licensee or exhibitors prior to the licensed period. Licensee is responsible for consignment of freight shipments.

All labor requirements for move-in and move-out and set up of display areas shall be the responsibility of Licensee and subject to the conditions set out in Licensor's Memorandum of Understanding.

Licensor does not provide exhibit crate storage within the Convention Center. It is the responsibility of Licensee to make arrangements for off site storage of all crates and packing material.

Energy conservation is a prime concern to Licensor and minimal light and comfortable conditioned air levels will be maintained during move-in and move-out periods. Move-in and move-out periods, rehearsals and similar pre-event activities may be assessed a utility charge for additional light and increased conditioned air requirements.

## 7. REGULATION OF USE

Licensee may not use the licensed area or permit any part of the Convention Center to be used for any purpose other than the event, and shall not permit its use:

- (a) for lodging;
- (b) in conflict with any law, ordinance, rule or regulation of any governmental authorities;
- (c) in any manner which would violate the provisions of insurance coverage on or related to Licensor, or increase the rate of such insurance;
- (d) in any manner which constitutes waste or nuisance; and
- (e) in any manner which causes or threatens to cause injury to Licensor or alteration to the Convention Center.

Licensees may not obstruct or interfere with the occupancy of other licensees in the Convention Center, or in any way injure or annoy them.

## 8. PUBLIC SAFETY

Licensor warrants that to the best of its ability it will adhere to event cleaning standards as established by

the Global Biorisk Advisory Council (GBAC), the Centers for Disease Control (CDC), as well as state and local health departments.

Licensee will familiarize themselves, their agents and employees with the safety procedures and regulations governing all parts of the Convention Center used by Licensee. Licensee shall instruct their agents and employees about the Convention Center's evacuation plan in the event of fire or other disaster and formulate a specific plan to evacuate any disabled persons among them.

Licensee must, at all times, conduct its activities with full regard for public safety and observe and abide by all applicable regulations and requests of Licensor or duly authorized governmental agencies responsible for public safety. Licensee is responsible for the character, acts and conduct of all persons admitted to the premises or any portion of a licensed area. Licensee agrees to have on hand, at all times, sufficient security and medical personnel to maintain order and protect all persons and property.

- a) For commercial events, consumer shows, events that are open to the public or for events with attendance in excess of one thousand (1,000) attendees, or for events where alcohol is served and consumed, Licensee shall provide licensed emergency medical technician (EMT) staffing on site at all times that the facility is open for the event. Licensor reserves the right to set the final staffing levels and hours required by the event. Licensor's exclusive EMT contractor shall provide EMT services during the event. Costs will be borne by Licensee in accordance with the Terms of the License Agreement.
- b) For commercial events, consumer shows, events open to the public, or when deemed necessary by the nature of the event, Licensor reserves the right to require Seattle Police Department (SPD) officers on site at all times the facility is open. Costs will be borne by the Licensee in accordance to the Terms of the License Agreement.

Licensor reserves the right to eject, or cause to be ejected, from the licensed area, any person or persons whose behavior is disruptive to Licensor's business, including but not limited to the conduct of any licensed event. Neither Licensor nor any of its officers, agents or employees shall be liable to Licensee for any damage that may be sustained by the exercise of Licensor's right.

Licensee shall not admit to the licensed area a larger number of persons than can safely and freely move about in the licensed area, as approved by the Fire Marshal; and the decision of Licensor in this respect shall be final.

No portion of the sidewalks, ramps, entrances and exits, corridors, passageways, vestibules, halls, lobbies, stairways, escalators, elevators, aisles, driveways, or access to public utilities of the Convention Center shall be obstructed or used for any other purpose than ingress and egress. Access to fire detection and suppression systems, HVAC vents and house lighting fixtures and controls shall not be covered or obstructed. Fire fighting and emergency equipment shall not be hidden or obstructed, including fire extinguishers, fire hose cabinets and fire alarm pull stations.

## 9. FIRE REGULATIONS

Fire regulations prohibit the storage of combustible materials behind the back curtains of booths, and in the service space between back- to- back booths. Written authorization by first Licensor and then the Seattle Fire Marshal shall be required for the following:

- a) display and operation of any heater, barbecue, heat-producing or open flame devices, candles, lanterns, torches, welding equipment or other smoke emitting materials as part of an exhibit;
- b) display and operation of any electrical, mechanical, or chemical devices which may be deemed hazardous by the Seattle Fire Marshal;

- c) all toxic and hazardous material, including flammable liquids, compressed gas or dangerous chemicals; and
- d) fireworks, fire performances or live acts or other pyrotechnics to be set off in or near the Convention Center.

Exhibitors, service contractors and all event personnel must comply with all federal, state and local fire codes which apply to places of public assembly.

All decorations, carpeting drapes, signs, banners, plastic displays, or other combustible items must be inherently flame resistant or treated with a flame proofing substance when within 18 inches of ignition sources; such as light fixtures, heaters, electrical outlets, electrical connections, or other flame-producing devices. Verification of flame proofing in accordance with NFPA 701 or State of California Fire Marshal must be left in the booth for the duration of the show for SFD inspection.

- Acceptable verification of flame resistance include:
  - A tag or label affixed to the item by the manufacturer indicating it meets standards.
  - Valid Certificate of Flame Resistance from a third party or manufacturer of the item.
- Evidence of self-treatment of items by aerosol spray or other means is not acceptable.
- Items which are not accompanied by a verification of flame proofing must be removed prior to the show opening.
- Oilcloth, tarpaper, sisal paper, nylon, Orlon and certain synthetic materials, which cannot be made flame resistant, are prohibited.

## 10. ANIMALS

Except for seeing eye dogs or other service animals accompanying a disabled person, no live animal, reptile, fish or bird is allowed in the Convention Center, unless proper precautions have been made to control and restrain such animal, reptile, fish or bird, and for which written permission has been provided by Licensor.

## 11. APPROVAL OF FLOOR PLANS

Licensee shall provide the Licensor with a to scale floor plan prior to sale or assignment of booth space and no later than thirty (30) days before Licensee publishes or distributes any material containing such information. Such floor plans shall indicate all spaces to be used for exhibits, registration, demonstration areas and stages and are subject to prior approval by Licensor and the Seattle Fire Marshal. The floor plan provided shall be a .pdf electronic copy and set forth all information pertinent to operating policies for the exposition. The Licensor hereby reserves the right, by written notice to Licensee within ten (10) days of receipt of the floor plan, to require Licensee to make such changes, deletions and additions in the floor plan and the operation policies described therein as Licensor and Seattle Fire Marshal may deem reasonably necessary or desirable to the safe and efficient operation of the Convention Center. Any final plan, if different from the plan originally submitted, shall be re-submitted not less than thirty (30) days prior to the event. Deviation from approved floor plans onsite may result in penalties or be subject to removal.

## 12. VEHICLES

Gasoline powered vehicles may be displayed provided they are in full working order and with a maximum of one quarter tank [no more than five (5) gallons] of gas remaining in the tank. A locking gas cap must be installed or the tank must be adequately sealed in some other appropriate manner. All battery cables must be disconnected and taped to avoid potential sparks. Fuel is to be dispensed or removed with appropriate

safety equipment. Liquid petroleum tanks, empty or full, are not to be stored in the building.

All electrical equipment must be UL approved and gasoline engines must be AGA approved. Installation of all such equipment is to be under the supervision of Licensor.

### 13. MOTORIZED EQUIPMENT

Licensee shall not, without prior written approval of Licensor, put up or operate any engine, or motor, or machinery on the premises, or in the Convention Center using oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes, using any agent other than electricity for illumination, or otherwise bring combustible, explosive, or other dangerous or hazardous materials into the Convention Center.

### 14. SECURITY

Licensor maintains life safety equipment and twenty-four (24) hour security for the Convention Center perimeter and internal areas. Licensee is responsible for complete security within exhibit areas, meeting rooms, and other licensed areas. Licensor will have final approval of security requirements for all events conducted within the Convention Center. All security or other protective service desired by Licensee must be provided at their sole cost and expense. Armed security services may only be provided by sworn officers of the law, with advanced approval of Licensor.

### 15. SUPPLY OF KEYS TO THE CONVENTION CENTER

Licensor shall have available to it at all times total and complete access to all portions of the Convention Center including, but not limited to, the licensed areas. Licensor reserves to itself the sole right to rekey any door in the Convention Center. Licensee may request rooms to be rekeyed by Licensor and shall pay for this service. In the event Licensor determines it to be necessary to remove any locks, which have been installed by Licensee, Licensor may order such removal, the cost of which shall be borne by Licensee.

### 16. COMMON AREAS

The Galleria, park areas, plaza, lobbies, all facility entrances and exits are considered common areas and generally not under Licensee control. All activities utilizing common areas are subject to prior written approval of Licensor's fire regulations, and must take into consideration the requirements of all licensees using the Convention Center. Detailed floor plans with specifications are to be submitted to Licensor for prior written approval for all use of common areas.

### 17. HOUSEKEEPING

Licensor's personnel will maintain all public access areas, which include lobbies, hallways, rest rooms, meeting rooms (except when utilized as exhibit area), and Licensees offices. These services are included in the rent and are provided at no extra cost to Licensee.

All janitorial and cleaning service (except as described in the paragraph above) beginning with the opening day of move-in, during show days, and through the final day of move-out shall be the responsibility of Licensee.

Licensee shall be responsible for arranging removal of bulk trash, crates, pallets, packing material and any other excessive trash. Licensee is responsible for any unusual amount of dirt, debris, oil or grease. Requests for special housekeeping services will be provided at an additional fee to Licensee.

Licensee is responsible to instruct decorators, contractors and subcontractors to clean up after themselves and maintain a safe working environment.

Exhibitors with displays having damp garbage or similar debris are required to place this refuse in disposable containers. These containers are the responsibility of the exhibitor or Licensee.

Each meeting room will be provided with one (1) overnight cleaning per event day at no extra cost to Licensee.

## 18. SERVICE COMPANIES

Licensee shall submit to Licensor, in writing, thirty (30) days in advance of the first move-in date a list of service companies providing a service to the exhibitors. Licensee shall be responsible for said companies to be properly licensed and insured prior to entering the Convention Center. Service companies shall provide a copy of their business license and certificate of liability insurance in the amount of one million (\$1,000,000) dollars to Licensor at least ten (10) days in advance of Licensee's move-in date.

## 19. TICKET AND ACCOUNT CONTROL FOR CONSUMER SHOWS AND PUBLIC EVENTS

The President or the President's designee shall have the right in connection with the use of the Convention Center to prescribe the form of tickets, account records and reports used by Licensee in selling tickets to events staged at the Convention Center. The President or the President's designee also shall have the right to audit all such records. Licensor shall not provide staff services related to either off-site or on-site ticket sales. Licensee shall in all cases make provisions for the sale of such tickets through contract or otherwise, and shall assure and conform to the accepted and legal and businesslike standards when selling such tickets. Licensee shall provide at their sole expense, adequate and qualified Box Office Management Personnel, as well as sales staff to provide such services.

Licensee is responsible to meet all city and state requirements for the sale of tickets including obtaining all necessary permits and payment of all taxes and fees. All tickets sold for Convention Center staged Events shall be ordered from a bonded and recognized ticket printing company and shall be accompanied by a ticket printer's manifest, or shall be programmed into an approved computer system.

Public shows and consumer exhibitions selling tickets on-site at the Convention Center maybe required to use Licensor's ticket office on Convention Place (located on Level 1). Ticket sales on Level 1 allow for an effective and safe crowd management plan by controlling the queuing of guests at the entry to the facility on Convention Place. The ticket office has six (6) windows and equipped with speakers, electrical power, heat and lights. There will be a one-time use fee to be established by Licensor.

## 20. PERMITS, LICENSES AND TAXES

Licensee shall be required to comply with, and acquire any and all applicable federal, state and/or municipal permits or licenses for doing business within the State of Washington and the municipality of Seattle.

Licensee shall pay all taxes of whatever nature becoming due by reason of its use of Convention Center facilities, and shall indemnify Licensor against all liability for any such taxes.

## 21. CAPACITIES

Occupancy will not be permitted inside any Convention Center facility in excess of the established room capacity as established by the Seattle Fire Marshal.

## 22. ADVERTISING

All advertising for events at which an admission is charged must state the total admission price including

relevant admission tax. Licensee shall not advertise any event unless, and until, a License Agreement has been fully executed.

## 23. CARPET TAPE

Licensee and Licensee's service contractors are responsible for the removal of tape residue marks on the exhibit hall floor and/or on any Convention Center equipment. Licensor recommends the use of residue-resistant tape. No chalk shall be used on Convention Center carpet. Removal and damage costs incurred by Licensor from the use of non-recommended tape will be charged to Licensee.

## 24. ALTERATION OF PREMISES, DEFACEMENT OF PROPERTY, DAMAGES

Each Licensee shall accept the premises in the condition they find them and shall return the premises in the same condition at the conclusion of the period of the License Agreement. No alterations or changes shall be made without the prior approval of the President or the President's designee. Alterations included in this policy include, but are not limited to, movement of interior plants, movement of equipment, or relocation of furnishings.

Licensee or their representative shall, with a representative of the Licensor inspect, prior to occupancy, those areas of the Convention Center to be used and equipment to be utilized, to ensure that they are in proper condition for the uses contemplated by Licensee. At the conclusion of the event, Licensee, or their representative shall, with a representative of Licensor, inspect the Convention Center to determine damages, if any, resulting from Licensee's event. Licensor shall notify Licensee within a reasonable time period the extent of and cost to repair the damages, the cost of which shall be borne by Licensee.

Licensee shall not permit anything that will tend to injure, mar or in any manner deface the Convention Center and will not drive, or install, or permit to be driven or installed any nails, hooks, tacks, or screws into any part of the Convention Center, and will not make or allow to be made any alterations of any kind to the building or equipment of the Convention Center.

Any type of damage to any Convention Center property or equipment is to be reported immediately to Licensor's security control office.

## 25. SIGNS AND POSTERS

Licensee shall not post or exhibit, or allow to be posted or exhibited any signs, advertisements, show bills, posters or cards of any description on any part of the Convention Center, unless relating to the event and with the permission of Licensor.

## 26. NO SMOKING

The Convention Center is a non-smoking building. Licensor has designated smoking areas outside the Convention Center.

## 27. OUTSIDE EXHIBITS

Under no circumstances shall Licensee place exhibits outside of any Convention Center facility or in any parking area, unless the area has been contracted for as an exhibit space.

## 28. GRATUITIES

Licensor's policy and state law strictly prohibit any of Licensor's employees from accepting any gifts, gratuities, loans, favors or any other items of monetary value from parties doing business with Licensor. Licensee and their exhibitors should be aware of this policy and refrain from any such activities.

## 29. COPYRIGHT FEES

No copyrighted material shall be presented in any manner in connection with the use of the Convention Center unless arrangements for all royalties and fees for such presentation shall first have been made with satisfactory evidence of such arrangements presented to the President or the President's designee prior to such a program.

## 30. BROADCAST/TELECAST

The application for a License Agreement shall state if the applicant intends to broadcast by radio, televise or record by any means the event or any portion of the event. No such broadcast, telecast or recording is authorized without the prior written approval of the President or the President's designee. Licensor reserves the right to a negotiated percentage of any revenue derived from such broadcast, telecast or recording. Licensee shall pay in advance all expenses of any such broadcast, telecast or recording when such activity is approved by the President or the President's designee.

## 31. BALLOONS

Helium balloons may not be given out in the Convention Center. Helium balloons for decorative purposes are subject to prior written approval of Licensor. Removal of any balloons after the event will be charged to Licensee at the prevailing rate established in the applicable fee schedule.

## 32. VACATION OF LICENSED SPACE

In the event that the licensed space is not vacated by Licensee at the end of the period set forth in the License Agreement, Licensor shall move, at the expense of Licensee, any and all goods, wares, merchandise and property of any and all kinds of description.

Licensor has the sole right to collect and have custody of articles left in the building by persons attending any event, exhibit or entertainment given or held in the Convention Center.

## 33. NON-EXCLUSIVE RIGHT

Licensor retains the right to use and/or license use of such portions of the Convention Center as are not licensed by the License Agreement. Licensor also retains the right to re-enter all or any part of the licensed space that should become vacant or unused and to determine that such vacant or unused space may be offered for other use, with receipts therefrom going to Licensor with an appropriate adjustment to Licensee for its rent of such space.

## 34. RESIDUAL MATTERS

All matters, rules, regulations or deviations there from not expressly provided for herein shall be decided upon by the President or the President's designee.

## 35. AMENDMENT TO RULES AND REGULATIONS

These rules and regulations may be amended by resolution passed by a majority vote of the Board, after notice that such amendment will be considered.