

The following Rules and Regulations are an extension of the License Agreement and are designed to give the Licensee an outline of the responsibilities and operational guidelines of the Portland Metropolitan Exposition Center.

1. **Authority:**

- A. The Executive Director shall have full responsibility for the operation of the Center and shall act for and on behalf of the Commission in management, supervision and control of the facilities.
- B. The Executive Director is hereby authorized to enter into agreements with corporations, associations, individuals, partnerships and other entities for events in the Center which, in the Executive Director's opinion, are in the best interest of the Center.

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 and requirements of all federal, state, county, metropolitan governments, commissions and officers whenever applicable, all rules and regulations of the Portland Police Department and the Portland Fire Department and all policies, rules, regulations established by the Commission for the use of the Center and the jurisdiction of the Commission. Any failure by Licensee, its employees, agents, contractors, exhibitors, patrons and invitees to comply with any of the requirements of this section shall entitle Commission, its delegee(s), successors or assigns, at its sole discretion, to cancel any existing contracts between Commission and Licensee, and/or deny Licensee, its successors, assigns, or alter egos, future use of any Commission or Metro facilities.

3. **Copyrights and Proprietary Material:** Licensee warrants that no music, literary or artistic work or other property protected by copyright will be performed, reproduced or used, nor will the name of any entity protected by trademark be reproduced or used during the Licensee's use of the Center unless Licensee has obtained written permission from copyright or trademark holder. Licensee covenants to comply strictly with all laws regarding copyrights, royalties and trademarks and warrants that it will not infringe on any related statutory, common law, or other right of any person during its use of the Center. Licensee will indemnify and hold the Commission and its officers, agents and employees harmless from all claims, losses, attorney's fees, court costs and damages with respect to such copyright and proprietary material.

4. **Building and Public Safety:** Licensee agrees not to bring into the Center any material, equipment or object which is likely to endanger the facilities, the life of any person, or to cause injury to any person without the prior written approval of the Executive Director.

- A. **Notice of Event requirements and Floor Plans:** Before the sale of any exhibit space, Licensee shall submit to the Commission for approval a complete floor plan for the event and, if requested, submit a description of all electrical, plumbing, communications systems or related work. At least thirty (30) days before the first day of the event, Licensee shall provide the Commission with all other pertinent information required by the Commission for the event such as room or hall set ups staging, technical requirements, and food and beverage requirements.
- B. Licensee shall conduct business in the Authorized Location(s) in a dignified and orderly manner with full regard for public safety and in conformity with Center's Fire and Safety Rules and Regulations as such may exist from time to time.
- C. No portion of the sidewalks, ramps, entries, doors, corridors, vestibules, hallways, lobbies, stairways, elevators, aisles or driveways shall be impeded by Licensee or its agents or used for any purpose other than ingress or egress from the Center. Access to public utilities, fire suppression equipment, heating and air conditioning vents shall not be covered or obstructed at any time by Licensee or its agents.

- D. Persons will not be permitted inside any area of the Center in excess of the established capacity.
- E. The Center does not provide exhibit crate storage on site without specific written approval of the Executive Director. Licensee and Licensee's service contractors are expected to make all arrangements for storage of exhibit crates and packing materials, if such approval is not granted by the Executive Director
- F. The Licensee shall not permit any live animal, reptile, fish or bird to enter or remain in the Center unless approved in writing by the Executive Director. Properly trained assistance animals accompanying a person with a disability are accepted. All such animals so admitted must at all times remain on a leash or under similar control.

5. Rental Regulations and Schedule:

- A. The rental fee designation in Section 1 of the License Agreement is due and payable prior to the occupancy of the Center.
 - B. The rental fee consists of fees for using authorized locations of the Center.
 - C. A partial deposit is required with the execution of the License Agreement. Deposits are nonrefundable, except in such cases where the Commission is unable to deliver possession of the identified location(s) of the Center.
 - D. Payments made to the Commission pursuant to this Agreement may be by one of the following options: check, cash, ACH, wire transfer or credit card. **Total credit card payments made by Licensee to the Commission in a fiscal year (July 1st through June 30th) may not exceed \$50,000.00.** For the purpose of clarity, in the event Licensee enters into more than one License Agreement with Commission, credit card payments made under all contracts will collectively count towards the \$50,000.00 calendar-year limit. Wire transfer instructions and details are available upon request. All checks should be made payable to Portland Expo Center, 2060 N. Marine Drive, Portland Oregon 97217.
 - E. Exhibit booth configuration and size of each booth shall be designated on final floor plan submitted by Licensee and approved by the Executive Director prior to occupancy of the Center by Licensee. Room rental may be waived or reduced in lieu of substantial food and/or beverage functions as approved by the Executive Director or his designee.
- 6. Broadcast Rights:** The Center reserves all rights to all broadcasting, telecasting, videotaping and transcription of all performances, functions, meeting and activities of all users of the Center including Licensee. Licensee shall not engage in any broadcasting, telecasting, videotaping, recording or transcription activity without the written permission of the Commission, and before such permission is granted, the Commission may require payment of such privilege and for any costs to the Center relative to such activity.
- 7. Recording:** No recording, either visual or audio, of any kind shall be made of the event covered by this Agreement without the prior written approval of the Executive Director. Commission reserves the right to require payment from Licensee for that privilege.
- 8. Utilities:** The Center shall provide heat, cooling (where available) and existing lighting as normally available during show days. One half normal lighting will be allowed for move in and move out days. Additional heating, cooling (where available) and lighting requested by Licensee will be assessed at the prevailing rate.
- 9. Event Services:**
- A. Commission agrees to make available to the Licensee; either in house or through the Center's agent up to its existing capacity, all electric power required, water and sewer drains requested by Licensee or its exhibitors. All charges arising from such services by the Center shall be charged at the prevailing rate for connections and consumption of the requested utility to the contracted party, the Licensee or its exhibitors, decorators and agents.

- B. Commission will furnish additional services to Licensee such as labor, audio visual, sound, lighting, equipment, materials (to the extent of the existing inventory), technicians, etc., at the Licensee's request provided that the Licensee is responsible for the payment of such services at the prevailing rate.

10. Facility Services:

- A. The Center's personnel shall maintain all public access areas which include lobbies, concourses, hallways, restrooms, meeting rooms (except when utilized for exhibit space), association offices, and registration area at no extra cost to Licensee.
- B. All janitorial and cleaning service, except as described in Paragraph A above, beginning with the first leased day through the final leased day, shall be the responsibility of the Licensee.
- C. In the event that no aisle carpeting is used, the Center will provide (at no expense) personnel and equipment to properly clean aisles prior to the opening of each show day.
- D. The Center will provide trash disposal receptacles for trash, debris and general packing material as a result of exhibiting in the Center. Costs to remove debris or trash shall be borne by the Licensee. Non-hazardous fluids, chemicals, petroleum based products, perishable items or any other non dry material must be disposed of in a manner prescribed by the Center.
- E. Any changes to the initial meeting room set will be subject to an hourly charge at the prevailing rate.
- F. All parking rights are under the exclusive control of the Center and the Licensee shall not participate in or share any of the revenue.

11. Ticketed Events: Should the contracted event require the selling of tickets to gain admission, then the Center may require the Licensee to follow the TICKET BOX OFFICE POLICIES and procedures outlined below.

12. Admission, Security and First Aid: Licensee shall be responsible for complete admission, security and first aid services for all locations licensed, including exhibit areas, meeting rooms, loading dock areas, emergency exits and any storage areas from the time of initial occupancy until the completion of move out. Such services, may at its option, be provided by the Commission and will be at the expense of the Licensee. All admission, security and first aid service arrangements are subject to approval by the Executive Director or his designee.

Commission reserves the right to determine the type and quantity of security and/or law enforcement officers which will be required for any specific event, in its sole discretion. By way of example and not as a limitation, Commission reserves the right to determine in its sole discretion the following: (a) the minimum numbers of security personnel required; (b) assigned locations of security personnel, including patrols or stations within the facility; and (c) whether contract security, Commission employees, uniformed security, "T shirt" or "peer" security, Portland Police Officers or other governmental law enforcement agencies, or any combination thereof, shall be required for any specific event. Licensee shall be responsible for full payment of any security costs as determined by the Commission. The Commission shall be entitled to withhold said sums upon settlement if not paid by then, and/or demand deposits to cover any anticipated security costs.

13. Signs, Poster, Literature: The Licensee shall not post nor permit any sign upon said premises or anything that will tend to injure, mar or in any manner deface the Center. Licensee will not permit nails, hooks, adhesive fasteners, tacks, screws or any other such device to be installed on any part of the building or premises. Signs may only be posted on approved areas or equipment for such use and all signs and posters must relate to the event to be held on the Center's property. The hanging of pictures, banners, signs or any other items on interior or exterior walls, draperies or structure requires prior written approval by the Executive Director.

- 14. Abandoned Equipment and Lost or Misplaced Articles:** Any equipment or articles of the Licensee or exhibitors' remaining past the expiration of the license period may be considered abandoned and may be disposed of by the Center as the General Manager deems necessary and at the cost of the owner. The Commission shall have the sole right to collect and have the custody of any articles left on the premises by Licensee's invitees and to provide for the disposition thereof. The Commission shall assume no responsibility for losses suffered by the Licensee, its agents, servants employees or invitees which are occasioned by theft or disappearance of equipment, articles or other personal property in and at the Center.
- 15. Commission's Right of Entry:** In permitting the use of the licensed area(s), the Commission does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of such area. Duly authorized representatives of the Commission, City of Portland and Metro may enter the areas to be used and any other areas of the Center at any time and on any occasion without any restrictions. All facilities, including the area which is the subject of this Agreement, shall at all times be under the charge and control of the Commission.
- 16. Residual Matters:** Any matters not expressly covered by the license agreement or by applicable policy, rules and regulations adopted by the Commission shall be determined by the General Manager at his discretion.
- 17. Solicitations:** No collections or donations, whether for charity or otherwise, shall be made, attempted or announced on the premises without approval of the Commission or its General Manager.
- 18. Failure to Vacate/Removal of Property:** Upon the expiration or sooner termination of License Agreement thereof, Licensee or its designated representative, shall immediately remove all goods, wares, merchandise, property and debris owned by Licensee or which Licensee has placed or permitted to be placed on or at the Center. Any such property not so removed shall be considered abandoned and procedures relating to Section 16 above will be in force at the discretion of the General Manager.
- 19. Balloons:** No lighter than air balloons shall be permitted in the facility without the express written approval of the Executive Director.
- 20. Tire Black:** While in the facilities, the use and/or application of tire black or any similarly silicone based products is strictly prohibited. Alternate arrangements will be considered with final approval by the Executive Director.
- 21. Discharge of Waste:** The discharge of waste, in the form of washwater, into waters of the state is a Class 1 violation of Oregon Administrative Rule 340 45 0015 (1) (a). The washing of any equipment or items, including but not limited to recreational vehicles, boat, passenger vehicles, trucks, machinery or any such items on grounds of the Center is strictly **prohibited**.
- 22. Transportation Demand Management Plan:** Events anticipating 1,500 or more attendee vehicles per event day must comply with City of Portland Conditional Use document 99 00815 CU DZ AD that provides for the placement of a public transportation tagline in print media serving the Tri County area. Contact the Expo Center Administrative Office for further information.