



**NORTHERN
KENTUCKY**

CONVENTION CENTER



**EVENT PLANNERS REFERENCE
GUIDE**



WELCOME!

Our team is excited to be working with you to help create a successful event!

This Guide with referenced publications has been created to assist you with the planning of your event. In order to ensure a safe and orderly environment for the event, the Client, any of the Client's related service industries subcontractors, the Northern Kentucky Convention Center Corporation and its personnel are all bound to the items listed within this Guide. We understand that every event is unique and that at times an event may request a variation or exception to an item listed within this guide. We are more than happy to review any of these requests, just submit your request in writing to your Event Planner. If the variation or exception is approved, you will receive a written confirmation from your Event Planner. Variations and/or exceptions are only valid and/or effective if approved in writing by the Center.

We look forward to your arrival!

Sincerely,

Gretchen Landrum

Executive Director

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ADVERTISING/PROMOTION/MEDIA

Upon the Center's request the Client shall provide a written promotion plan, including a sample layout of public notices, fifteen business days prior to distribution or thirty business days before the event start date, whichever comes first. All promotional material must include admission charges and telephone number where the public can get additional event information. The number of tickets printed cannot exceed the number of available seats per the approved house seating plan. All promotional materials must be approved by the Center prior to tickets being printed and released for sale.

ADVERTISING COPY

The Client agrees that all advertising appearing in or presented by way of electronic media, print, voice, etc., will contain the following information:

- A true and correct name of the presenting agency or organization; abbreviations are not acceptable.
- The specific and correct name of the space in which the event will take place, i.e., Ballroom, Event Hall I, etc. Ticket sale location and telephone number will also be included.
- A correct telephone number where the public can call to get accurate program information. **The Center's telephone number may not be printed.**
- The correct institutional name and location of the Center which is The Northern Kentucky Convention Center, Covington, KY. When referring to specific location we have found "Located at the Corner of RiverCenter Blvd. and Madison Avenue in Covington, Kentucky" works well.

MEDIA

Please discuss with your Event Planner if you will have local or national media as part of your event. Items to discuss include designated locations for satellite trucks, media parking, and other facility needs (i.e. access to docks, lighting levels, security).

OBJECTIONABLE MATERIAL

Should an Event contain any materials that may be viewed by any segment of the community as being objectionable, the Center reserves the right to require of the Client the inclusion in all advertising of a phrase, acceptable to the Center, that alerts the potential ticket-buyer to the maturity of the theme or actions.

PUBLICITY PERSON

The Client shall provide their Event Planner with the name of the person chiefly responsible for publicizing the event and a telephone number at which that person can be reached during regular office hours.

AMERICANS WITH DISABILITIES ACT

All events, floor plans and exhibits must comply with ADA.

ANIMALS

For the safety and wellbeing of our guests, animals are not permitted in the Center. Limited approval may be given for an exhibit, display, performance or presentation, which absolutely requires the use of an animal. The Client is responsible for obtaining all appropriate permits. Guide, signal or service animals (as defined by Law) are welcomed in the Center. All animal needs are the responsibility of the Client and/or Guest.

ASSIGNMENT

Neither this Agreement nor any right, title or interest therein may be assigned, transferred or otherwise disposed of without the prior written consent of the Center.

AUCTIONS/SILENT AUCTIONS

CITY OF COVINGTON OCCUPATIONAL LICENSE

The Commonwealth of Kentucky requires all Event promoters, vendors and exhibitors engaged in the retail sale of goods and services to collect sales tax. Event promoters, vendors and exhibitors wishing to sell items during events held at the Center must obtain an Occupational License from the City of Covington. Event promoters are required to provide an alphabetical listing including name and address of each vendor engaged in retail activity in the Event to the City of Covington for the Occupational License. Retail is defined as exchange of currency and legal tender (cash, checks, credit card) for goods and/or services. Contact your Event Planner for Sales Tax and Occupational License information.

REMOVAL OF ITEMS

All auction items must be removed from the Center at the close of the event.

TEMPORARY LIQUOR LICENSE

The Liquor Board requires a temporary liquor license for any distilled spirits and wine that will be auctioned during an event. The application must be submitted to the State of Kentucky and the City of Covington Kentucky.

AUTO DISPLAYS

NOTE: DEALERS WISHING TO DISPLAY OR SELL MOTOR VEHICLES AT A SHOW THAT IS OPEN TO THE PUBLIC MUST HAVE A PERMIT WITH THE COMMONWEALTH OF KENTUCKY.

- Exhibitors wishing to display or temporarily use gasoline or diesel motorized vehicles and equipment must conform to all state & local fire codes, including code NFPA 54 and return the completed form to the Center ten (10) days prior to official show installation.
- THE TEMPORARY USE OR EXHIBITION OF GASOLINE POWERED MOTOR VEHICLES; BOATS SHALL CONFORM TO THE FOLLOWING:
 - Move-in, move-out and/or any movement within the Center of vehicles must be scheduled with Event Planner. The scheduled times must be times the Center is unoccupied.
 - The installation or operation of all equipment shall be under the supervision of a competent operator.
 - The exhibitor shall employ a Center Security Officer whenever vehicle engines are to be used to enter the building. The Center shall determine:
 - The number of personnel and whether or not a member of the Covington Fire Department is required to be employed. (See published rates for details.)
 - The maximum amount of fuel permitted to remain in a tank shall be five gallons for gasoline vehicles and ten gallons for diesel vehicles. (Or a maximum of 1/8th tank—whichever is lesser amount)
 - A locking type gas cap shall be installed on all gas tanks or caps secured with tape to prevent tampering and the escape of vapors.
 - All batteries shall be disconnected while the vehicle is not in actual use. Exception made on Hybrid high voltage battery.
 - Fueling or de-fueling of vehicles shall not take place inside the building or on the Center's property.

- Visqueen must be placed under the vehicle for any possible leakage.
- Ignition keys for vehicles on display shall be kept by a responsible person at the display location or in the Center's Security Office for the removal of such vehicles from the building in event of emergency.
- Vehicles with LP-Gas fuel systems, LNG or CNG fuel systems must have the cylinder shutoff valve closed.
- Vehicles with LP-Gas, LNG or CNG fuel systems shall not be parked near sources of heat, open flames, or similar sources of ignition.
- The use of aerosol to shine tires creates a dangerous slip condition on the floors and is prohibited.

BANNERS/SIGNAGE

- Signage is not permitted on the streets, sidewalks or right-of-way adjoining the Center. Consult your Event Planner on posting your event on the Center's Marquee outside of the building.
- Temporary signs or decorations may not be attached to permanent Center structures.
- Building signage, graphics, displays, restrooms, elevators, escalators and similar features may not be blocked in any manner.
- Small, free standing directional and show promotional signs may be placed at or near the interior entrances and are subject to approval in advance by your Event Planner. All signage must be coordinated with other events utilizing the Center.
- Requests to hang banners and large signs within the Center, must be submitted to your Event Planner for approval **FOURTEEN WORKING DAYS PRIOR TO EVENT START DATE**. Installation will be arranged with authorized Center maintenance personnel. See published rate schedule for details on assessed charges.
- Large signs and banners must be delivered to the Center **72 BUSINESS HOURS PRIOR TO THE INSTALLATION DATE**. Signs delivered after that time will be put in place only if it is logistically as determined by the Director of Operations.
- There are limited opportunities for hanging banners in the Ballroom level. Coordinate locations with your Event Planner.
- Please note that there are limited hanging points in all of the Center's Lobby Areas.

BOOTHS/DISPLAYS/EXHIBITS

EXHIBIT FLOOR PLAN APPROVAL

Exhibit floor plans must be approved by the Center and the City of Covington Fire Marshal prior to selling of the exhibit space. Contact your Event Planner for specific information and instructions for preparation of exhibit or special event floor plans. The City of Covington Fire Marshal may review all floor plans and assign the maximum occupancy per event hall/room. The Center reserves the right to decline move-in and set-up of an event that was not approved in advance.

FIRE CODE REGULATIONS

Please refer to "FIRE CODE REGULATIONS" section of this guide.

FLOOR PLANS/BOOTH LAYOUT

- Approval of a "to scale" floor plan, showing booth and aisle dimensions must be granted by the Center prior to the Client/Show Promoter selling space. Restrooms, concession stands and emergency exits shall be visible and accessible at all times and not physically blocked.

- Floor plans must include a required a 30'x30' area outside of the concession stand to remain open for concession seating (tables and chairs provided by the Center).
- The final layout & exhibitor list must be in the Center's hands no later than **fourteen (14) working days** prior to an event. This will allow the house electricians to have the electrical and data line services in place prior to set up. (NOTE: The utilities come from the ceiling in the Event Center.) Labor fees may be applied for any changes to a floor plan that affects Center room sets and/or pre laid services. The Center reserves the right to decline move-in and set-up of an event that was not approved in advanced.

FLOORING

- **Carpet:**
 - Although the Center's Event Center, Ballroom, Meeting Rooms and most Lobby Space is carpeted; should an exhibitor choose to bring their own carpeting for their booth (verses ordering carpet from the show decorator) GAFFER TAPE IS THE ONLY CENTER APPROVED TAPE to be used to adhere the carpet to the Center's existing flooring. **DUCT TAPE IS PROHIBITED.** Any damage occurred to the Center will be billed to the Client/Show Promoter at prevailing time and labor fees.
- **Hard Surface (Tile, Hardwood or like surfaces):**
 - Plastic must be laid under the exhibitor's constructed floor. Any damage occurred to the Center will be billed to the Client/Show Promoter at prevailing time and labor fees.

HAZARDOUS WASTE

Please refer to "HAZARDOUS WASTE" section of this guide.

LANDSCAPING and BUILDING MATERIALS ON DISPLAY

- No bricks/stone work can be placed directly on the floor of the facility.
- A covering must be laid first on which bricks/stone work are to be set.
- The Center must have a diagram/list of the materials that you will be using.
- Live trees, shrubs, etc. for landscaping displays are permitted.
- Use ice or a spray bottle to water plants.
- Only non-acidic mulch may be used & must be laid on top of plastic/plywood.
- Client/Show Promoter/Exhibitor must remove all live plant material, dirt, sand, pavers, concrete blocks, wood, etc. from Center property during the pre-established move-out hours.
- Any damage that occurs to the facility will be billed to the Client responsible for license agreement.

LOADING DOCKS

The Loading dock, located off RiverCenter Blvd. side of the Center, is solely for unloading and loading materials to be used during an event at the Center. Access to the dock area is regulated by Center security. Parking at loading docks is restricted to authorized personnel only. Authorized vehicles must display a dashboard parking pass, park head-in only and obey all customary parking regulations or be subject to removal at the owner's expense. Dashboard passes will be issued through your Event Planner.

LOAD-IN/LOAD-OUT/STORAGE

- The Center has three (3) dock bays with only two (2) easily accessible by semi-trucks. This makes it vital that the number of trucks and time of arrival be tightly scheduled. Trucks must be removed from the dock area prior to exhibitor load-in.
- Trailers are allowed to be dropped off and left at the dock with the Center's permission.

- The Center may require that an area for a “bone yard” be incorporated within the event floor plan. It is the Client/Decorator’s responsibility to ensure that adequate space is included in the event floor plan. The Center manages the dock for all exhibitor load-ins/outs.
- The Center is not equipped with onsite storage space. This requires that all crates, pallets and boxes be placed on trucks and removed from the Center. Arrangements for onsite storage may be made for small events, should space permit, please confirm with your Event Planner.

REGISTRATION AREAS

A “to scale” diagram of the registration area(s), if separate from the exhibit hall floor, is required no less than **thirty (30) days** prior to the event. The Center must approve placement of all registration areas. Registration areas, entrance units and other show specific displays are to be installed during times that do not conflict with activity of other events in Center.

STAGING

In addition to equipment and furniture placed within a booth space, Exhibitors are allowed to stage the following items:

- Boxed or loose product, materials or literature.
- Fiber cases used to ship pop-up displays.
- Personal items such as luggage, purses, briefcases or coats.
- The following restrictions must be observed when staging these additional items:
 - The amount of product/materials/literature that may be staged within booth space must not exceed a one-day supply.
 - Items may be placed either in a display case, on a counter, on a shelving unit, in a closet, on a table, under a table or stacked neatly within the booth space.
 - Items that are placed under a table must not protrude outside the table dimensions.
 - Items that are stacked must not create a tripping hazard or hamper easy movement within the booth space.
 - Items may not be placed on or within six inches of floor ports, electrical wiring or cabling.
 - Items may not be placed behind drape within the booth.
 - For public safety and the protection of our Center, the use of cutting, welding or painting equipment must be approved by the Center. When equipment is approved, the floor is to be protected with plywood when using saws and other powered equipment to construct booths.
 - Plastic should be used to protect floors when painting or applying spackle, tile, or like products.
 - Spray painting indoors is prohibited.
 - Any damage occurred to the Center will be billed to the Client/Show Promoter at prevailing time and labor fees.

STORAGE OF CRATES, CARTONS, AND EXTRA MATERIALS

- Pallets, empty crates, cartons and boxes may not be stored in the booth space.
- Storage of any material must be expedited through the Client/Show Decorator.

WEIGHT LOADS

- **Event Center & Loading Dock:**
 - Floor:
 - Structure is a concrete slab-on-grade. (Carpeted)
 - Maximum Uniform Load: 100 pounds per square foot

- Maximum Concentrated Load: 4,000 pounds over 2.5 square feet
- Maximum Forklift Load: 10,000-pound capacity

Ceiling: Each joist can have a 1,000-pound load applied to a maximum 3 bottom chord panel points.

- **Ballroom:**

Floor:

- Structure is a 6-1/4-inch composite concrete slab with a 3-inch composite deck. (Carpeted)
- Maximum Uniform Load: 100 pounds per square foot
- Maximum Concentrated Load: 2,000 pounds over 2.5 square feet
- Maximum Forklift Load: **NO FORK LIFTS ALLOWED.**

It is important that the above live loads are not exceeded. Please contact the Center if users of the Center are uncertain of whether their loads will be within those stated.

BREACH OF CONTRACT

Failure to abide by all stated Center policies would be in breach of contract by the licensee, thus placing the License Agreement up for review by the Northern Kentucky Convention Center.

BROADCAST RIGHTS – Open to the Public Event

The Center reserves all rights and privileges for outgoing radio, television and internet broadcasts originating from the Center during the term of the License Agreement. Should such privilege be granted to the Customer, the Center shall have the right to require advance payment of any estimated related costs which may be incurred by the Center and may also require payment for said privilege in addition to rental fee. Such permission must be obtained in writing in advance of broadcast date.

CANCELLATIONS AND REFUNDS

The Client acknowledges that the Center, upon cancellation by Client, will have suffered a financial loss and therefore shall be entitled to a percentage of the total fee, whether paid or outstanding, depending on the month of cancellation prior to the event as follows: 18-24 months 25% of total fee; 14-17 months 50% of total fee; 11-13 months 75% of total fee; 0-10 months 100% of total fee. If the Center is able to re-sell the space to like business and volume, cancellation fees will be reviewed. Licensee shall be responsible for court costs, reasonable attorney fees and cost of collection of delinquent accounts.

CARTS

Limited carts are available for exhibitor use on a first come first serve basis.

CENTER UTILITIES

House lighting, air handling (heat/air conditioning) will be provided as required during open event hours or under special conditions. Energy conservation mandates reduced lighting and air handling levels during rehearsals and move in/move out periods. Additional levels of service can be provided upon Client request. (See published rate schedule for details.)

CLIENT'S REPRESENTATIVES

The Client will furnish the Center the name, address and telephone number(s) of its designated, key representative(s). The representative(s) will be the only authorized people to make decisions or to negotiate with staff of the Center. The representative(s) must be present when attendees and/or participants are in the Center, and will be the people authorized to resolve problems and conflicts or to negotiate any alterations in procedure with the Center staff.

CONCESSIONS (non-food and beverage)

The Center reserves the right to operate, license or permit others to operate, during the term of the Licenses Agreement, any and all non-food/beverage concessions (i.e. T-shirt, program, poster sales, etc.) at or in the Center not specifically granted to the Client. The Center reserves the right to use such areas as are, in its opinion, necessary for such concessions and will determine which concessions will be in operation during the period of this Licenses Agreement. Where written permission is granted to Client to operate a non-food/beverage related concession of any kind, the Center reserves the right to receive a flat charge or assess a percentage of gross sales.

CONVENTION CENTER EQUIPMENT

Clients/Show Promoters/Decorators/Exhibitors are prohibited from using building equipment. (E.g., ladders, tools, burgundy chairs, tables, stanchions, dollies, forklifts, vacuums, brooms, etc.) Equipment to service exhibit booths must come from the Client/Show Promoter/Decorator.

COPYRIGHT MUSIC

The Client assumes full responsibility for any copyright infringements that may occur on account of the orchestra, musicians, or artists' performances using copyrighted material.

CORD RUNS

Cord runs should be located wherever possible in non-traffic areas. When cords are placed across traffic areas on or under carpet, the area must be marked with caution tape.

DATE PROTECTION POLICY

In order to permit the Center to operate in a sound business manner in an effort to maximize both economic benefit and financial stability of the Facility, the Center reserves the right to promote, solicit, develop and make reservations for any activity deemed appropriate to the Center's objectives and to qualify all activities requesting utilization of the Facility. For activities which are considered by the Center to be competing for specialized and specific local markets, i.e. public boat shows, golf shows, home product shows, etc., the Center may, at its discretion, maintain a clearance period of forty-five (45) days prior to and thirty (30) days following an existing event competing for essentially the same special market. However, no agreement with any user will be executed requiring such clearance period. Generally speaking, such special considerations normally do not apply to conventions and trade shows (and any other priority activities), but the Executive Director of the Center shall have the right to establish a clearance period for highly competitive activities as the Executive Director deems appropriate to the welfare of the Center and the community.

DECORATIONS

- Decorations are not permitted to be attached to ceilings, painted surfaces, columns, fabric, decorative walls, fire sprinklers or to any structure or structures constituting part of the Center.
- All decorative materials must be flameproof in accordance with all existing Fire & Safety Regulations.
- Glitter, poppers, confetti and/or confetti cannons are prohibited.
- Helium filled or lighter-than-air balloons are not permitted to be given out or used on the premises.
- Table candles or alcohol-burning equipment must have the flame enclosed in glass.
- The Center will install large decorations, banners, etc., only when arrangements satisfactory to the Center are made in advance. The Client will be charged on a time and materials basis for this service.
- Free standing decorations and air-filled balloons may be used as long as they do not impede ingress and egress. Air containers to fill balloons should be equipped with safety caps, and be mounted and chained to tank carts.

PEEL- OFF LABELS, DECALS, AND TAPE

- The distribution of peel off labels, stickers and decals is prohibited.
- The only Center approved tape is masking or gaffers to adhere items to the floor and wall papered walls.
- Removal of tape, tape residue and chalk marks from all contracted areas is the responsibility of the Client and their service contractor/decorator. In the event that tape or chalk used by the Client, exhibitors, vendors and/or service contractor/decorator leaves residue and/or damage, all cleaning and/or repair charges are the responsibilities of the Client.

DEFINITION OF TERMINOLOGY

In the process of scheduling space and dates, the following terms and definitions shall always apply to scheduling commitments; i.e., reservations issued by the Center.

PROSPECTIVE HOLD

A Prospective Space Hold is not a firm commitment. It is a provisional reservation generally made in advance of the terms outlined in the Booking Policy. This provides space protection contingent upon compliance with the eligibility cutoff dates.

SECOND OPTION

A Second Option Hold is a reservation for space that is contingent upon the release of a prior reservation by the group (s) holding the First Option. Second Option holders must meet the terms and conditions outlined in the Booking Policy.

FIRST OPTION

Space and dates reserved on a first option basis are held in the company/organization name pending a final decision. If a second request by another group is received for the same space and dates, the holder of the first option will be given the opportunity to sign a license agreement or release the space. First Option holders must meet the terms and conditions outlined in the Booking Policy.

DEFINITE

Space and dates are considered a contractual commitment only upon the full execution of a Northern Kentucky Convention Center Corporation License Agreement by the event sponsor and the Executive Director of the Center, specifying all details of the commitment.

- Space and dates may be held upon the receipt of a confirmation letter signed by both the event sponsor and the Executive Director of the Center pending the preparation of a License Agreement. The event sponsor will have fourteen days to sign and return the License Agreement to the Center with all necessary deposits.

- The Center reserves the right to alter return due date in the following instances:
 - Event start date is within 60 days of License Agreement issuance date.
 - If a second request has been made by another group.

If the License Agreement and deposit are not returned within the allotted time, the Center has the authority to release the space and dates.

No variance from the Center's agreement represented in the above terms may be made in any case, except upon the prior, express written approval of the Executive Director of the Center.

DELIVERY PROCEDURES

The Center does not accept or ship freight for Clients or exhibitors. All freight must be handled through the Client or a general service contractor/decorator who will deliver it to the facility during the approved move in period. Any freight scheduled for delivery to the Center during the move-in period must be to the attention of the Client or service contractor/decorator.

Mail received on site should be labeled and addressed to the appropriate event, noting the date, key contact and the Center Event Planner's name. Mail will be held in the Administrative Office until the first day of the event, at which time it will be delivered to the Client.

DOORS OPEN

For all public performance events, the doors will open no later than one hour prior to the published start time.

EVENT PERFORMANCE RIGHTS AND LICENSES

- The Client shall have or obtain, prior to any event, all necessary performing rights licenses and Client shall make all performance payments required to be made by such licenses directly to the licensing organizations.
- Neither the Center, its directors, officers nor employees shall have any responsibilities to any performing rights licensing organizations for Client's performances during any such event.
- The Client will secure any and all consents, licenses, certificates and/or permits as may be required for any performances to occur at the Center and for the use of any motion picture, television, radio, broadcasting or recording or other machines or equipment in connection therewith, including but not limited to, such consents, licenses, certificates and/or permits as many be required for compliance with all laws relating to the employment of minors, in the event any minor is scheduled to appear at any performance, and Client will do all other acts necessary on the part of Client to comply with all laws, ordinances, orders and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof applicable to the Center, each event, rehearsal and performance.
- The Client agrees to hold harmless the Center, its directors, agents and employees should a dispute arise over any of the aforementioned.
- All licenses, certificates and/or permits are the sole responsibility of the Client.

EXHIBITOR KITS

Northern Kentucky Convention Center Exhibitor Kits are available electronically to Clients/Decorators / Promoters. Printed copies of the exhibitor kit are available for a nominal fee. Please contact the Center's Event Planner to make arrangements to obtain a copy of the Center's Exhibitor Kit. The Client/Decorator / Promoter will be responsible for sending the packets to exhibitors in a timely manner. The Center must receive an exhibitor's service request form **ten (10) days** prior to the event start date in order to be eligible for the prevailing discounted rate for that service. All orders received less than ten (10) days prior to event start date will be charged at the prevailing standard rates.

Exhibitor Kit includes: (all items listed are exclusively provided by the Center)

- Welcome / Instructional Letter
- Directions & Map to the Center
- Electrical Service Order Form
- Communications/Internet Service Order Form
- Water Service - Call Center for details.
- Sign/Banner Hanging Order Form
- Compressed Air Service Form
- Temporary Use/ Display of Gasoline or Diesel Motorized Vehicle/Equipment Form
- Food & Beverage Services/Cooking Guidelines/Health Dept. Info.
- Audio Visual Equipment Rental Form

EXHIBITS AND OPEN TO THE PUBLIC EVENTS & PERFORMANCES - GENERAL INFORMATION

- These guidelines and policies are in addition to all previously stated items.
- Contractors are required to sign in at the security office when entering and leaving the facility.
- A detailed and accurate production schedule is required **thirty (30) days** prior to the first move in or set up day.
- Adequate light level will be provided during decorator in and out days. No air conditioning or heat will be provided for non-rented space.
- Parking in back dock spaces for contractor employees is not permitted.
- Client will be held liable for any and all damage caused by a contractor/decorator.
- The authorized areas are turned over to the Client under a "clean hall to clean hall policy". Client / Show Manager's contractor will be responsible for the cleaning of areas including but not limited to, registration & exhibit floor space, trash left on the show floor and removal of tape residue. Additional clean up required by the Center staff will be charged to the Client at current prevailing rates.

FACILITY ACCESS

Access to the Center will be granted per the time stated in the License Agreement. Clients wishing to occupy the space outside of the contracted time frame may do so if the contracted space and Center staff are available; however, hourly and related fees may be billed to the Client. Please contact your Event Planner for details.

FACILITY HOURS

The hours that the Center is open are determined by the events taking place in the building. Normal business hours for the office staff is 8:00am-5:00pm, Monday through Friday, in addition, the Center's staff members will be on duty in accordance with the operational demands of your event.

FIRE CODE REGULATIONS

Fire Code Regulations will be strictly enforced at the Center. The Center was built in accordance with the Kentucky Fire Prevention Code 1996 Edition, with specific revisions and interpretations for review of occupancies and events.

Compliance with this code and all applicable updates is mandatory.

Prior to an Event opening and at any time during an event, the Fire Marshall may inspect any aspect of the event to ensure requirements are met. If they are not, adjustments can be costly, and if any aspect of the event imposes a significant fire/safety hazard, it will be prohibited from taking place.

Highlights of pertinent provisions are outlined below:

AISLES/EXITS/DOORWAYS

- With Center approval, IF pipe and drape **ABSOLUTELY MUST** cover a fire extinguisher then a sign must be placed indicating that there is an extinguisher in that location.
- Means of egress shall be continuously maintained obstruction and impediment free to full instant use in case of emergency.
- No furnishings, decorations, or other objects shall obstruct exits, access thereto, egress there from, or visibility thereof.
- State Fire Marshal requires a 10' radius around all exit doors.
- Every door and every principle entrance that is required to serve as an exit shall be designed and constructed so that the path of egress travel is obvious and direct.
- Aisles in front of an exit doorway:
 - 5' aisle in front of all exit doors in Meeting Rooms 1-10.
 - 8' aisle in front of all exit doors in the Ballroom.
 - 10' aisle in front of all exit doors in the Event Center.
- The travel distance within the exhibit booth or exhibit enclosure to an exit access aisle shall not exceed 50 feet.

FIRE RETARDANCY

- All decoration and/or booth construction materials must be fire retardant. It is suggested that a certificate of retardancy be available at the event to prevent the need for possible on-site testing of the material. Fabrics must pass the NFPA-701 Code, and all other decoration and/or construction materials must pass the NFPA-703 Code as well as the UL-1975 test. General guidelines for material fire retardancy include:
 - Backdrops, tents, canopies, dust and table covers, drapes and similar fabrics. (These fabrics can often be made fire retardant by a dry cleaner that can issue a certificate of fire retardancy. Suppliers and/or display manufacturers can also provide a certificate included with the materials.
 - Acoustical and decorative materials including, but not limited to, cotton, hay, paper, straw, moss, split bamboo, and wood chips shall be flame-retardant treated.
 - Corrugated cardboard/display boxes. (These materials can best be made fire retardant at a factory.)

- Wood and wood by products. (If wood materials are not sufficiently fire retardant, a certified fire retardant specialist using pressure impregnation or similar impregnation method must treat them.)
- Polyurethane foam, plastic and similar products need to be treated as well.
- **Materials that cannot be treated with flame retardant are prohibited.**

COMBUSTIBLE MATERIALS AND OPEN FLAME DEVICES

- If an event must use any of these items for illumination or decorations, such as but limited to candles, gelled alcohol fuel fire bowls, firepots or fireplaces must comply with the following:
 - Prior notification and review by Center's Executive Director and possibly Covington Fire Chief and/or Covington Fire Marshall. Approval requests must be submitted in writing 60 days prior to event contracted start date. The request must state how the demonstration will avoid hazards to people and nearby objects. Plexiglas or similar protection is required whenever sparking may occur.
 - Must be contained in a non-combustible enclosure that totally encapsulates the flame providing a measure of safety to the public.
 - Must be positioned on a non-combustible surface with 24-inch clearance for the flame device from any combustibles including a booth back wall.
 - Must have a mechanism available to quickly and safely extinguish the flame.
 - Must have at least one multi-purpose fire extinguisher rated a minimum 2-A: 10-BC strategically located within 10 ft. of device.
 - Designated event personnel should be familiar with the operation of a fire extinguisher.
 - Designated event personnel must be in attendance whenever the device is in use.
 - With Center approval, combustible materials for exhibit booths/displays/presentations shall be limited to a one-day supply. Storage of combustible materials behind the booth/display/stage is prohibited.
 - Device must be allowed to cool before refueling.
 - Flame must be extinguished ½ hour prior to show closing.

HAZARDOUS DEMONSTRATION/DISPLAY MATERIALS/PYROTECHNICS

- The following items are prohibited within the facility: compressed flammable gases, flammable or combustible liquids, hazardous chemicals or materials & Class II or greater lasers, blasting agents and explosives.
- When designing demonstrations and displays, note the following devices require written pre-approval by the Center's Executive Director and/or the Covington Fire Department and/or the Kentucky Department of Human Resources-Radiological Division: Approval requests must be submitted in writing 60 days prior to event contracted start date. The request must state how the demonstration will avoid hazards to people and nearby objects. Any chemical, substance or material deemed hazardous by OSHA must be accompanied with the appropriate Material Safety Data Sheet (MSDS).
 - Use of lasers and x-ray equipment is subject to review and approval by the Kentucky Department of Human Resources-Radiological Division. Contact Event Planner for specific information on submission requirements for this approval.
 - Open flames (including candles).
 - Smoke producing devices (including hazers).
 - Indoor Pyrotechnics have special permitting procedures through the City of Covington. Contact Event Planner for specific information on submission requirements for this approval.
 - Heating appliances.
 - Welding, brazing or cutting equipment.

- Radioactive materials.
- Compressed gas or compressed liquid cylinders if applicable must be securely anchored to prevent toppling.
- Gasoline, kerosene or other flammable, toxic liquid, solid or gas.
 - A limited supply of these fuels may be stored in the demonstration device, but cannot be stored overnight.
 - All fuel transfers must use safety cans.
- When displaying a flammable or combustible labeled product, the display container shall be empty. Up to two (2) aerosol cans may be used for demonstration purposes only.

PROHIBITED MATERIALS

- The following items are prohibited within the facility:
 - Compressed flammable gases.
 - Flammable or combustible liquids.
 - Hazardous chemicals or materials.
 - Class II or greater lasers.
 - Blasting agents and explosives.
 - Untreated Christmas trees, cut evergreens or similar trees.
 - Fireplace logs and similar materials.
 - Charcoal.
 - Untreated mulch, Hay Straw, Bamboo and Spanish moss.

COOKING AND HEAT GENERATING DEVICES

- If cooking or heating appliances will be used, they must be powered electrically. Stoves and heaters for booth usage must be UL listed/approved and also be adequately ventilated. Nothing combustible may be placed near any heat producing appliance. A UL listed/approved, 2-A: 10-BC ABC-type fire extinguisher is required in such exhibits.

EXHIBITS OR PRODUCT DISPLAYS IN MEETING ROOMS

- Storage of combustible materials in meeting rooms, ballrooms, event centers, lobby areas and/or service corridors is prohibited.

VEHICLE DISPLAYS

- Any vehicle or other apparatus that has a fuel tank is required to be equipped with a locking gas cap and can contain no more than 1/8 tank of fuel.
- Once the vehicle or apparatus has been positioned, it cannot be moved until move-out begins without prior approval of the Center's Executive Director.
- Battery cables must be disconnected once the vehicle is positioned. The engine cannot be operated while there are any persons within the Center.
- Refueling must be done off Center property.

FOG/SMOKE MACHINES

- The level of fog/smoke used as part of an event may set off the fire alarm system. To eliminate this fire safety issue, the Center restricts usage of fog/smoke machines to water based chemicals only. All fog/smoke machines must be pre-approved by the Center and the Covington Fire Department may be required to be onsite during all usage of the machine including testing, rehearsals, and event usage times.

SPECIAL CONDITIONS

- Use of lasers and x-ray equipment is subject to review and approval by the Kentucky Department of Human Resources-Radiological Division. Contact Event Planner for specific information on submission requirements for this approval. The Client must advise Event Planner if such use is anticipated.

FOOD/BEVERAGE/ALCOHOL

- All Food and Beverage (including alcohol) **must** be purchased through Masterpiece Creations, the exclusive food and beverage provider at the Center.
- Any outside food or beverage brought into the Center will be asked to be immediately disposed of or removed.
- Sampling of food products requires prior authorization by the Executive Director and a permit from the Northern Kentucky Health Department. (Please see Sample Food and Beverage Form in the Center's Exhibitor Kit for more details.)

MASTERPIECE CREATIONS BY CENTERPLATE

- **Exclusivity**
 - Masterpiece Creations by Centerplate maintains the exclusive right to provide all food and beverage in the Northern Kentucky Convention Center. All food and beverages must be purchased from Masterpiece Creations by Centerplate.
 - A charge will be assessed for cancellation of contracted services within 15 days of an event. The charge will be calculated to cover material and labor costs (including administrative) incurred or by Masterpiece Creations by Centerplate.
 - Any event canceled within 72 hours prior to the event requires payment in full for the estimated revenue based on the menu and event arrangements.
 - Deposits may be presented as checks, wire transfers, money orders, credit cards and cash. The Deposit will not bear interest.
 - Caterer shall not be required to provide any services hereunder, nor will Caterer be required to commence planning for the event(s), unless and until Customer has returned a signed copy of the banquet event order to Caterer and has paid the Deposit to Caterer within the required time period.
- **Deposit – Terms – Payment Schedule**
 - Convention Related Business: A 100% deposit and signed Catering Services Agreement is due 30 days prior to the start of your event(s).
 - Masterpiece Creations by Centerplate requires all groups or events to supply a credit card, to remain on file, for any additional incidental charges or unpaid balances. Any additional amounts due Masterpiece Creations by Centerplate from the Customer will be based on the actual number of persons served and any variable and other charges payable pursuant to the Agreement or supporting BEO's and will be determined at the conclusion of the event(s).
 - In the event that additional charges are incurred during the event(s), the adjusted remaining balance is required by the conclusion of the event.
 - Customer will pay interest at the rate of 1.5% (or, if lower, the maximum legal rate) from the date of the invoice if not paid within 30 days.

- In the instance that the function(s) is cancelled within 30 days of the start of the Event, the deposit(s) will not be returned.
- Full charges will be applied to cancellation of food and beverage services received within 72 hours prior to the start of the function.
- **Services**
 - Masterpiece Creations by Centerplate shall cater and serve the menu(s) agreed to by the parties at Customer's event(s) (collectively, the "Event"), which Event shall be held at the Northern Kentucky Convention Center (the "Facility") as described in the Banquet Event Orders ("BEO's") executed in furtherance of the Agreement and made a part hereof.
 - Caterer and Customer agree that the Customer may have additional personnel authorized to make decisions on behalf of the Organization's Event(s). The Customer is to inform the Caterer in writing who their authorized personnel are.
 - To the extent Banquet Event Orders (BEO's) are created hereafter, once such BEO's are signed (inclusive of the Customer's authorized personnel) they shall be deemed to be part of, and are hereby incorporated into the Agreement.
- **Charges For Catering Services – Per Person Charges**
 - If the BEO's provide for per person charges, Customer shall pay Masterpiece Creations by Centerplate for every person served at each Event at the per person charges specified on the BEO's provided. However, if the number of persons served at the event is less than the Guaranteed Attendance, the Customer shall pay the per person charges on the basis of the Guaranteed Attendance.
 - Caterer reserves the right to count guests using a mutually agreed upon counting method for an event which is billed on a per person basis. Should this guest count be less than the Guaranteed Attendance, the Customer shall pay the Guaranteed Attendance.
- **Prices**
 - A good faith estimate of Food and Beverage prices will be provided six (6) months in advance of the event's start date and will be confirmed at the signing of the contract.
 - Due to fluctuating market prices, however, we reserve the right to make product substitutions based on specific commodity price increases.
- **Specialty Events**
 - Meal functions of 2,000 guests and above are considered "Specialty Events" and may require Executive Chef assisted customized menus not in our guide. Your Masterpiece Creations by Centerplate Catering Sales Manager will work with you to design personalized specialty menus that are creative and logistically appropriate for large numbers. In certain cases, additional labor & equipment fees may be applied to orchestrate such events.
- **Service Charges; Taxes; Additional Charges**
 - A "House" or "Administrative" Charge of is added to your bill for catering service, which is used to defray the cost of providing the service and other house expenses. (Please contact your Catering Sales Manager for current percentage rate.)
 - No portion of this Charge is distributed to the employees providing the service. You are free, but not obligated to add or give a gratuity directly to your servers.

- Current state and local sales taxes apply to all food, beverage, labor charges, equipment rentals and service charges, and are subject to applicable tax laws and regulations.
- If the Customer is an entity claiming exemption from taxation in the Commonwealth of Kentucky, the Customer must deliver to Masterpiece Creations by Centerplate satisfactory evidence of such exemption thirty (30) days prior to the event in order to be relieved of its obligation to pay state and local sales taxes.
- **Guaranteed Attendance**
 - A guaranteed number of attendees is required three working days prior to the function for groups less than 500 guests.
 - A guaranteed number of attendees is required five working days prior to the function for groups more than 500 guests.
 - Masterpiece Creations by Centerplate will provide seating for and be prepared to serve 3% over the guaranteed number of catered meals up to a maximum of 30.
 - If the number of guests increases less than 24 hours prior to the event, we cannot guarantee that the same menu item will be available for all guests.
 - The number of guests billed at the conclusion of your event will be the guaranteed number of guests or the actual number of guests in attendance, whichever is greater.
 - There may be applicable charges for events with minimal attendance.
 - The Guaranteed Attendance shall not exceed the maximum capacity of the areas within the Facility in which the Event will be held.
 - Masterpiece Creations by Centerplate will be prepared to serve three percent (3%) above the Guaranteed Attendance, up to a maximum of 30 meals (the Overage) for plated and buffet meals only.
 - Should additional persons attend the event in excess of the total of the Guaranteed Attendance plus the Overage, Masterpiece Creations by Centerplate will make every attempt to accommodate such additional persons subject to product and staff availability.
 - If Customer fails to notify Masterpiece Creations by Centerplate of the Guaranteed Attendance within the time required, (a) Masterpiece Creations by Centerplate shall prepare for and provide services to persons attending the Event on the basis of the estimated attendance specified in the BEO's, and (b) such estimated attendance shall be deemed to be the Guaranteed Attendance.
 - Customer will pay for such additional persons and/or a la carte items at the same price per person or per item plus the service charge and local taxes. If this Overage is used, the Customer will pay for each additional person at the same price per person/per item, plus applicable service charges and sales tax.
- **Additional Services and Corresponding Fees**
 - Linen Service
 - Masterpiece Creations by Centerplate provides its in house linen for all meal functions with our complements.
 - Additional linen fees will apply for specialty linens or linens required for meeting functions.
 - Holiday Service
 - There will be an automatic additional labor fee for food and beverage service or preparatory days on the following Federal holidays: New Year's Eve and Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

- Delayed or Extended Service
 - On the day of your event, if the agreed upon beginning or ending service time of your meal changes by 30 minutes or more, an additional labor charge will apply.
 - Should your Event require extended pre or post service or stand by time, often necessitated by high functions, an additional labor charge may apply.
- **Miscellaneous Provisions**
 - Liquor Laws
 - Customer shall comply with all applicable local and state liquor laws, and further agrees that neither Customer nor any of the Customer's guests will provide or request Masterpiece Creations by Centerplate to provide alcoholic beverages to any minors or to any persons who, in the opinion Masterpiece Creations by Centerplate, are intoxicated.
 - Alcohol must be consumed in the designated areas.
 - Masterpiece Creations by Centerplate reserves the right to suspend or stop alcohol service during an Event.
 - All alcoholic beverages sold or served under Masterpiece Creations by Centerplate's liquor license will only be dispensed by Masterpiece Creations by Centerplate's employees, bartender or agents.
 - Masterpiece Creations by Centerplate warrants that all its employees and agents, regardless of their employee job designation, dispensing alcoholic beverages to any person have undergone adequate training to avoid incidents which could result in claims of liquor liability.
 - Force Majeure
 - The performance of the Agreement by either party is subject to acts of God, acts of terrorism, war, civil unrest, substantial curtailment of the transportation industry, government authority, or any other emergency that makes it impossible, illegal or commercially unfeasible for Masterpiece Creations by Centerplate to provide the services or for Customer to hold the Event. Either party may terminate the Agreement, without penalty, for anyone of the above reasons by serving written notice upon the other party. If the force majeure event occurs within fourteen (14) days of the Event dates(s), Customer shall pay to Masterpiece Creations by Centerplate a cancellation charge calculated to compensate Masterpiece Creations by Centerplate for its actual out-of-pocket product and labor costs incurred and documented.
 - Changes in Service
 - The dates and times of service specified on the BEO's and the other terms and conditions of the Agreement may be changed only by a written addendum signed by both the Customer and Masterpiece Creations by Centerplate.
 - Any additional expenses arising from changes made at the Customer's request will be paid by the Customer.
 - Indemnification
 - Each party to the Agreement shall indemnify, defend and hold harmless the other party and its officers, directors, agents, subcontractors and employees and each of them, from and against any and all demands, claims, actions or liabilities of whatsoever kind and nature, including judgments, interest and reasonable attorney's fees and other costs, fees, expenses and charges (collectively, "Claims"), arising out of or caused by the indemnifying party's negligence or willful misconduct in connection with the event(s). The terms of this section shall survive the termination or expiration of the Agreement.

- Authority
 - The person signing the Agreement on behalf of the Customer represents and warrants that he/she has full authority to legally bind the Customer on the date signing the Agreement, and the person signing the Agreement shall be jointly and severally liable for all amounts payable under the Agreement if such representation and warranty is untrue.
 - Each person signing the Agreement represents and warrants that their execution and delivery of the Agreement does not require the consent or approval of any other person, entity or governmental agency or authority.
- Assignment
 - Customer may not assign the Agreement or any of the Customer's rights hereunder without the prior written consent of Masterpiece Creations by Centerplate.
- Binding Effect
 - The Agreement shall be binding upon the parties hereto, and their respective permitted successors and assigns.
- Integration
 - The Agreement states the entire agreement of the parties with regard to the matters described herein and supersedes all previous agreements, oral or written.
- Notices
 - All notices required under the Agreement and the BEO's shall be given in writing and addressed as shown on the first page of the Agreement.
- Waiver
 - The failure of either party to exercise any right or remedy under the Agreement on one or more occasions shall not constitute a waiver, express or implied, of such right or remedy, then or in the future, or otherwise constitute a precedent for any future conduct, actions, or inaction unless specifically stated in writing signed by the waiving party.
- Relationship of Parties
 - Masterpiece Creations by Centerplate is an independent contractor. Nothing herein shall be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- Governing Law
 - The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without giving effect to its conflicts of law rules.
- Counterparts
 - The Agreement may be executed in one or more counterparts and each such counterparts, for all purposes, shall be deemed to be an original, but all of such counterparts together shall constitute one and the same instrument, binding upon the parties, notwithstanding that all of the parties may not have executed the same counterpart.
- Modification
 - No modification of any of the terms or conditions of the Agreement shall be effective unless such modification is expressed in writing and signed by the party against whom enforcement of such modification is sought.

SAMPLING POLICIES

The following policies apply to both event organizers, attendees and exhibitors:

The selling and/or giving away of food and/or beverage products by any other entity than Masterpiece Creations by Centerplate is strictly prohibited. Sponsoring organizations of events, their attendees, trade shows and/or their exhibitors may distribute sample food and/or beverage products only upon written authorization from the Center and must adhere to all conditions outlined below.

● Non-Food Industry Events

- Items dispensed are limited to products manufactured, processed or distributed by exhibiting companies and are related to the purpose of the show. A subcontractor agreement and fee are required by Masterpiece Creations.
- Vendors MUST submit proof of having \$1,000,000 liability insurance naming Masterpiece Creations by Centerplate and The Northern Kentucky Convention Center Corporation as additional insured.
- Alcohol may not be sampled unless it has been arranged through Masterpiece Creations by Centerplate and meets all of their policies and guidelines.
- All alcohol must be served in plastic disposable cups. No cans or bottles will be permitted.
- All items are limited to sample size and must be dispensed/distributed in accordance to Local and State Health Codes:
 - Food items are limited to bitesize (2 X 2 inches or 2 ounces).
 - Non-Alcoholic Beverages limited to maximum of 4-ounce sample size.
 - Distribution of alcoholic products must be handled by bartender from Masterpiece Creations in compliance with Commonwealth of Kentucky Liquor Laws. Sample portions must be under the following limits:
 - ❖ Beer – 7 ounces.
 - ❖ Wine/wine coolers/spirit coolers – 2 ounces.
 - ❖ Liquor/liqueurs – 0.5 ounces.
- Donations or sponsorships involving food and/or beverage products must be purchased by Masterpiece Creations and are subject to a user fee for food products and corkage fee for beverage products. This charge is determined based on the individual show/event.

● Food Industry Events

- Items dispensed are limited to product manufactured, processed and/or distributed by exhibiting company.
- Vendors MUST submit proof of having \$1,000,000 liability insurance naming Masterpiece Creations by Centerplate and The Northern Kentucky Convention Center Corporation as additional insured.
- All alcohol must be served in plastic, disposable cups. No cans or bottles will be permitted.
- All items are limited to sample size and must be dispensed/distributed in accordance to local and state health codes:
 - Food items are limited to bite-size pieces or a maximum of 6-ounce portions.
 - Non-Alcoholic Beverages limited to a maximum of 8-ounce sample size, served in plastic cups, cans or bottles.
 - Distribution of alcoholic products must be handled by bartender from Masterpiece Creations in compliance with Commonwealth of Kentucky Liquor Laws. Sample portions must be under the following limits:
 - ❖ Beer – 7 ounces.

❖ Wine/wine coolers/spirit coolers – 2 ounces.

❖ Liquor/liqueurs – 0.5 ounces.

- Vendors are responsible for all booth rental fees, electrical, plumbing, drayage and all other Center Service charges.

UNUSED FOOD OR BEVERAGE PRODUCT

- Unused food or beverage product that requires pick-up or shipment after the event/show is the responsibility of the company that is sampling the product and/or Client and must be arranged in advance.
- No refunds of corkage/user fees will be given for food or beverage product if not consumed during the event/show.

FUTURE ATTRACTIONS – Open to Public Events

The Center reserves the right to distribute to the attendees announcements and literature concerning future events to be held in the Center whether or not such events are under the auspices of the Client.

GROUND TRANSPORTATION AND SHUTTLE BUS PLANNING

Your Event Planner will assist with traffic planning on surrounding streets with the City of Covington and the Covington Police Department. The proper scheduling of the arrivals and departures of shuttle buses will greatly enhance the delivery of service for your event attendees. The Southbank Shuttle provides continuous inexpensive service through Covington, Newport and downtown Cincinnati. For additional information, contact your Event Planner.

HAZARDOUS WASTE

The disposal of toxic waste or non-biodegradable waste (anything other than water) is **not permitted** in drains, the Center's refuse compactor or recycling open top container. Removal of such waste is the responsibility of the Client/Show Promoter.

HOUSE MANAGEMENT PLAN

The Client shall provide a House Management Plan no later than **FOURTEEN (14) BUSINESS DAYS** prior to an event. The Center may arrange for, at Client's expense: security, ushers, ticket-takers, additional ticket-sellers, and any other personnel which the Center may determine to be necessary or desirable to ensure the safe completion of the event. The Center reserves the right to supervise, through its Management Team, the services of all ushers and ticket takers (their number, appearance, training, etc.).

HOUSEKEEPING

- Center standard services include general maintenance of public areas and restrooms. In preparation for each event day, the Center will vacuum the exhibit show aisles.
- Center is not responsible for the vacuuming inside of booths and/or displays. Arrangements need to be made with the Decorator for this service.
- Trash will be removed from the Center's provided receptacles on as needed basis; this does not include individual booth wastebaskets rented from the Show's Decorator.

- The Center will empty a rented wastebasket once daily, during the final trash run at the end of the show each day - **ONLY IF** - the Decorator provides the Center with additional trash bags for their wastebaskets & the Show Promoter makes an announcement for the exhibitors to place their wastebasket in the aisle if it needs to be emptied.
- *The Center does not permit their employees to enter an exhibitor's booth space under any circumstances.*

INDEMNITY

Client shall indemnify and shall keep and hold the Northern Kentucky Convention Center Corporation, its officers, directors, agents, servants and employees harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable cost for investigation and defense thereof (including but not limited to attorneys' fees, court costs and expert fees) claimed by anyone by reason of injury or damage to persons or property sustained in or about the Center, or the entranceways, corridors and areas immediately adjacent thereto, as a proximate result of the negligent acts or omissions of the Client, its agents, servants or employees, or arising out of the negligence of the Client upon or about the Center, excepting such liability as may result from the sole negligence of the Northern Kentucky Convention Center, its officers, directors, servants, agents or employees.

Client further agrees to indemnify and shall keep and hold the Center herein and its officers, directors, agents, servants and employees harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof (including but not limited to attorney's fees, court costs and expert fees) of any nature whatsoever resulting from or arising out of any event (or rehearsal), including, but not limited to those resulting from or arising out of (a) the unauthorized or unlicensed use or performance of any idea, creation, literary, musical or artistic material or intellectual property works of the performing arts in connection with any performances given hereunder, (b) any act done or words spoken by Client, its agents, servants, employees, attendees or performers during any such event, (c) any damage done to the Center caused by the negligent act or omission either of Client or any agent, servant, employee, attendee or performer of Client, or (d) the breach by Client of any terms of the Agreement.

Provided, however, that upon the filing of any claim with the Center for damages arising out of incidents for which Client herein agrees to hold harmless, then and in that event the Center shall notify Client of such claim and Client shall have the right to settle, compromise or defend the same. Customer shall have the right to defend any such litigation with the attorneys of its own selection reasonably acceptable to the Center; provided that the Center shall have a right, if it determines proper, to participate in such defense at its own expenses. Any final judgment rendered against any party protected hereunder for which Client is liable hereunder shall be conclusive against Client as to liability and amount, where the time for appeal therefrom has expired. The indemnity provisions set forth herein shall survive the expiration or early termination of this License Agreement.

IN-STATE AGENT & GOVERNING LAW

The License Agreement shall be governed by the laws of the Commonwealth of Kentucky and the parties agree and consent to the jurisdiction of the Circuit or District Courts of Kenton County, Kentucky in any litigation arising out of the License Agreement. By signing the License Agreement, the Client also acknowledges that this agreement has been entered into in Kenton County, Kentucky and understands that if they have no agent for process in Kentucky, under Kentucky law the Secretary of State shall act as their agent for process.

INSURANCE

The Client shall furnish a certificate of insurance, issued by underwriters authorized to conduct business in the Commonwealth of Kentucky, naming the Center, its officers, directors, agents, servants, attendees and employees as additionally insured against claims for bodily injury, death and property damage (including contracted liability and product liability coverage) in an amount not less than:

- \$1,000,000.00 per occurrence
- \$2,000,000.00 aggregate

This policy shall be held in force at all times during the term of the License Agreement. The certificate shall state that the coverage will not be amended so as to decrease the protection below the limits specified herein or be subject to cancellation without at least 30 days advance notice to the Center.

The Customer must supply this Certificate of Insurance to the Center no later than 30 days prior to arrival as outlined in the License Agreement. If event start date is less than 30 days from License Agreement execution date, the Certificate of Insurance will be returned with signed License Agreement to Center.

INTERRUPTION/TERMINATION/EVACUATION

The Center retains the right to cause the interruption of any performance or event in the interest of public safety, and to likewise cause the termination of such event when in the Center's best judgment such action is necessary in the interest of public safety.

Should it become necessary to evacuate the Center because of reasons of public safety, the Client may continue to use the Center for such time as is necessary to complete presentation of this activity without additional rental charge, provided such time does not interfere with use of the Center by another Client. In the event the Center determines that it may not be possible to complete presentation of the activity, the rental fee may be retained in full, pro-rated or adjusted, as determined by the Center based upon the circumstances surrounding the causes of the interruption and the Client hereby waives any claim or demand arising out of or by reason of the determination made by the Center.

LOBBY AND PUBLIC AREAS

The main entrance atrium, ground level entrance and all lobby spaces are considered "public" areas and generally are open to all the attendees in the building. All activities utilizing these areas, such as registration and directional sign location, must be approved in advance through your Event Planner.

- Activities in public areas must take into consideration the requirements of other events in the building.
- The placing of service desks, storage areas or similar stations should not be located in public areas.

LOST AND FOUND

Our Operations Department will work closely with your security contractor to take possession of items and provide secure storage. Items turned over will be held for 90 days.

MAINTENANCE/CLEANING/PROTECTION OF BUILDING

FURNISHINGS/EQUIPMENT/FINISHES

Damage to person or property of any kind should be reported promptly to Event Planner. The Client is responsible for any damage to the building, furnishings or equipment.

- Artwork, planters, furniture, building furnishings and equipment of the Center may not be removed or repositioned. Any movement of these items for event purposes shall be handled by the Center for a fee.
- Motorized vehicles, forklifts, gas or electric carts, bicycles, scooters, and similar equipment may not be operated on any tile or terrazzo areas of the building.
- Plywood and/or a plastic floor covering are mandatory for all movement of equipment through all spaces within the building including the atrium and lobby areas. Damage to the Center caused by violation of this provision will be repaired at the cost of the Client.
- Clients and their service contractors are responsible for the complete removal, from Center property, of bulk trash, crates, pallets, packing materials, lumber, etc., prior to show opening and during move-out. "Bulk trash" is defined as materials that cannot be removed with a vacuum. Pallets, large pieces of lumber and similar trash may not be placed in the Center's trash compactors. Arrangements for "open-top" trash containers must be made for this material. Event Planners will assist in arranging the trash containers and the necessary labor force at the Client's expense. (See published rate schedule for details.)
- Passenger elevators and escalators may be used for hand carried items only.
- Freight delivery and removal must take place through the Center's loading dock. This includes, but not limited to: flatbed trucks, hand trucks, pallet jacks and similar equipment.
- No freight may be loaded into or out of the main lobby of the Center.

MOTORIZED EQUIPMENT

We ask that an effort be made to use power wheeled vehicles with non-marking tires. Forklifts are not permitted in the freight elevator, Ballroom or 3rd floor Service Corridor. However, hand & power driven pallet jacks may be used to deliver freight to the 3rd floor Ballroom and Conference Level.

NON-SMOKING FACILITY

The Northern Kentucky Convention Center is a non-smoking facility.

OPEN REHEARSALS

Any rehearsal at which more than twenty-five non-production personnel are in attendance will be considered a performance and standard daily rental fees will be assessed by the Center.

PARKING

The Center has access to approximately 700-1000 parking spaces on weekdays and 2000 + on weekends. Parking facilities are NOT owned or operated by the Center. Contact your Event Planner for detailed parking information and/or to

assist your group with any special parking needs. Directional maps are available for all Clients to be printed in their promotional material.

PAYMENTS

The Customer must return a signed copy of the License Agreement, together with the required percentage of the applicable rental fee or fees no later than prescribed date or payment schedule. Payment of all moneys due, covering the scope of this Agreement, is to be made by CASHIER'S OR CERTIFIED CHECK, MASTERCARD OR VISA PAYABLE TO THE NORTHERN KENTUCKY CONVENTION CENTER CORPORATION.

ADVANCE PAYMENTS

- The Client may be required to pay to the Center, in advance, such other sums as may be necessary to cover costs which the Center anticipates may be encountered on behalf of the Client in preparation for and planning of the Client's event.
- The Client will be notified in advance of any charges set forth. (E.g. stage rental, security staffing, ticket taker staffing, escalator monitor staffing, dance floor, etc.)

DEPOSIT SCHEDULES

- A non-refundable deposit in the amount of twenty-five percent (25%) of the anticipated rental amount is required within 14 days, unless otherwise specified, with the signed license agreement.
- Full rental payment is due thirty days prior to your event. A reminder letter and invoice will be sent approximately sixty days in advance of your event.
- If event start date is less than thirty days from License Agreement issuance date, then full rental payment is due with execution of License Agreement.
- For events leased several years in advance, special arrangements may be negotiated, at the Center's option, for a modified deposit upon license execution, with the deposit balance due and payable twelve (12) months in advance of the event.
- Note: First-time events, without a past history of success and event sponsors with inadequate references, no prior event sponsorship, or a record of slow payment, etc., may be required, at the Center's option, to remit up to one-hundred percent (100%) of anticipated rental and related expenses upon execution of License Agreement.

FINAL PAYMENTS

- Upon receipt of billing following the close of an event, the Client shall pay all previously agreed upon charges.
- The Client shall also pay such other charges for additional services, space, personnel and equipment the Center may provide the Client, as the Center in its sole opinion and judgment were determined to be necessary for public safety and/or the successful execution of the terms outlined in the License Agreement.
- Payment for additional charges shall be made within ten (10) days of the billing date.

LATE PAYMENT

- A service charge of 1½% per month will be assessed all late payments.
- This will apply to all transactions with the Center, including but not limited to, deposits, final payments and additional charges.

PERFORMANCE STAGE MANAGER AND CREW

The Client agrees to furnish a qualified stage manager to manage the event backstage or in absence thereof agrees to accept the employment of such a stage manager provided by the Center. In the absence of adequate professional stage crew members, the Center may, at the Client's expense, arrange for additional personnel.

PHYSICAL ARRANGEMENTS

The Center's Event Planners will assist the Client to ascertain optimal space usage. Approximately THIRTY DAYS in advance, we will forward you a rough draft of our Event Order. This document contains all the physical arrangements and set-up information needed to ensure a successful event. Final physical arrangements and set-up needs shall be submitted no later than FOURTEEN DAYS prior to your arrival. Revisions required to be made by the Center within 48 hours of the event will be billed to the Client on a time and material basis. If the Center's equipment is depleted, the Client is responsible for securing the additional equipment at the Client's expense. The Event Planners will assist the Client in locating the equipment to be rented. To ensure the success of your program, prior to printing, it is required that a copy of the program draft be submitted for review and approval.

PUBLIC ADDRESS SYSTEM

The Northern Kentucky Convention Center is equipped with an emergency communication system that is for the exclusive use of building security and emergency officials. A dedicated PA system can be installed in exhibit halls for your event. A one-time installation charge will be assessed for the duration of your event.

RECORDINGS – Open to the Public Event

Client agrees that no recording, either visual or audio, of any kind will be made of the event covered by the License Agreement without prior written approval from the Center. The Center has the right to require payment for said privilege.

REFUSE REMOVAL

The Client/Show Promoter is responsible for the removal of all refuse. The decorator can contract to provide this service. To support this, the Center maintains its own 15-yard compactor and open top recycling container. The Client may contract the Center (at current prevailing rates) to dispose of the events refuse. To maximize the use of the compactor and open top container, cardboard boxes need to be broken down by the Client/Decorator/Show Promoter/Exhibitor. This reduces the space used and helps to keep costs in line. No construction materials or pallets may be placed into the Center's refuse compactor or open top container. Arrangements can be made with the Event Planner (at current prevailing rates) for an additional open top dumpster to be delivered to the Center for these items.

REGISTRATION SPACE

Space will be made available for registration purposes as deemed appropriate by the Center's management and in consideration of other clients. Additional requirements and/or equipment will be charged to the Client at the Center's prevailing rates. (See published rate schedule for details.)

REPRESENTATION AS TO CONDITION

Client accepts Center, as is, and agrees that neither the Center, its officers, members, agents nor employees have made any representations or promised with respect to this Center except as expressly stated in the License Agreement between Client and Center. Use of the Center under the License Agreement shall be conclusive evidence that the Client accepts same "as is" and that the Center was in good and satisfactory condition at the time use of the Center was made under the License Agreement. Pre and Post Facility Walk-throughs will be conducted at the request of the Client.

SAFETY

The Center reserves the right to approve all specifications in the planning of an event and where necessary make final decisions regarding the welfare, security, etc., of those in attendance. All work at the facility must be in accordance with national, state, and local safety codes. These include, but are not limited to OSHA, and facility policy.

In all areas of the Center where exhibit/display/presentation equipment and freight are being handled, the following guidelines are applicable and will be strictly enforced:

- Absolutely no drinking of alcoholic beverages unless it is a planned reception/meal function through our exclusive caterer.
- No horseplay, practical jokes, etc.
- Possession of or use of an illegal or controlled substance of any kind is prohibited.
- No speeding (over 5 M.P.H.) or reckless use of vehicles and equipment.
- No gasoline, kerosene, diesel fuel or other flammable liquid may be stored, permanently or temporarily, inside the building. No refueling activity of any kind is permitted. Refueling must be accomplished a minimum of fifty (50) feet beyond the exterior of the building.
- Access to fire exit doors and corridors shall be maintained throughout move-in/move-out activities.
- Utility panels, switchgear, standpipes, fire extinguishers and fire alarms must remain visible and accessible at all times.
- Oil spills; loose or missing floor box covers or any other visible safety hazard shall be reported immediately to a Center Manager.
- Work activities in lobby areas may require additional supervision to ensure safety for attendees to other events.

SALES TAX/OCCUPATIONAL LICENSE/TEMPORARY LIQUOR

LICENSE

COMMONWEALTH OF KENTUCKY SALES TAX

Event promoters, exhibitors and/or vendors engaged in retail activity (including admissions income) are subject to the current state tax. Promoters are required to file with the state. In addition, promoters are required to provide an alphabetical listing including name and address of each vendor engaged in retail activity in the Event to the City of Covington for the Occupational License.

ADMISSION TAX

Events charging an admission fee are subject to admissions tax. Please contact the Commonwealth of Kentucky's Revenue Cabinet for a temporary permit by calling 859-371-9049.

CITY OF COVINGTON OCCUPATIONAL LICENSE

The Commonwealth of Kentucky requires all Event promoters, vendors and exhibitors engaged in the retail sale of goods and services to collect sales tax. Event promoters, vendors and exhibitors wishing to sell items during events held at the Center must obtain an Occupational License from the City of Covington. Event promoters are required to provide an alphabetical listing including name and address of each vendor engaged in retail activity in the Event to the City of Covington for the Occupational License. Retail is defined as exchange of currency and legal tender (cash, checks, credit card) for goods and/or services. Contact your Event Planner for Sales Tax and Occupational License information.

TEMPORARY LIQUOR LICENSE

The Liquor Board requires a temporary liquor license for any distilled spirits and wine that will be auctioned during an event. The application must be submitted to the State of Kentucky and the City of Covington Kentucky.

SCHEDULED SET UP TIME

It is the Client's/Promoter's responsibility to include set up space/time for the Decorator to mark floors, construct booths, set registration, etc. in their License Agreement with the Center.

SCHEDULING AND BOOKING

STATEMENT OF PURPOSE

The Northern Kentucky Convention Center Corporation's booking policy has been prepared in keeping with its legislative mandate and mission statement. The mandate's focus is on gaining the maximum economic benefit for the region. To fully accomplish this goal, the Center has executed a marketing contract with the Northern Kentucky Convention & Visitors Bureau (meetNKY). The terms of this contract obligates the Bureau to attract conventions, large meetings and exhibitions which will result in the greatest return to the tourism, hotel, restaurant and entertainment industry in this region. It is incumbent upon both organizations to work cooperatively with local hotels and the travel industry in packaging services to assist in accomplishing this goal.

LONG TERM BOOKINGS

The Bureau is responsible for the coordination of the booking of events prior to one year in advance of the requested set of dates. First priority will be given to groups utilizing multiple hotels with large, verifiable room blocks, requiring the use of multiple spaces as well as significant ancillary space, for multiple days.

The further in advance a request is made, the larger the commitment required – the closer in, the smaller the commitment necessary.

SHORT TERM BOOKINGS

The Center is responsible for booking events within twelve months of a desired date. The Center is mandated to generate the greatest economic return for the Center and the community. First priority will be given to events requiring multiple spaces with multiple days' use and verifiable room blocks. Single day events utilizing single rooms in the Center will be given the lowest priority.

SECURITY

The Center maintains 24-hour building security. The Center will manage the dock area, crowd control, the video surveillance system and safety/fire regulations. During the planning process, an evaluation of your event will be conducted

in order to determine and recommend the amount of safety required. The Center will review with Client all security recommendations.

If in the event the Center feels additional security is necessary based on these recommendations, the Client will be allowed to hire additional security to meet these needs. If deemed necessary, the Client must provide security within exhibit space, meeting rooms and all other rented space as applicable. Armed guards are not permitted without written consent 30 days prior to move-in. All Security and Safety Plans must be submitted to your Event Planner for approval at least **FOURTEEN WORKING DAYS** prior to Event start date.

The Client may utilize the Center's preferred security firm or use another approved security firm that is licensed to work in The Commonwealth of Kentucky and the City of Covington. All security personnel must abide by the policies and procedures of the Center and are under the direct control of the Center's Security Department. The following policies and procedures apply:

- In the event of any crime, medical or other emergency condition, the Center's Security Department should be notified immediately. All calls to outside law enforcement and medical response units shall be made by the Center's Security Department in accordance with the Center's Emergency Operating Procedures, copies of which are available upon request.
- First Aid services may be required for certain types of events during, the following: move in/move out operations, one half hour before event opening and one half hour after open event hours.
- Proms, dances, theme parties, fashion shows, concerts and similar special events generally require additional security. Security personnel **ARE REQUIRED** for all special events which are open to the public and/or serve alcoholic beverages. To ensure public order and safety, the Director, at his/her discretion, will make the final determination on all staffing requirements. All special event security will be provided at the expense of the Client.
- Additional security arrangements for all events are the responsibility of the Client and are subject to review and approval by the Center's management. The Client is responsible for security as required by the Center and **MAY BE REQUIRED** to provide additional security in loading dock areas, emergency exits, registration area and ancillary spaces utilized for the event. Security firms engaged by the Client shall be licensed in the Commonwealth of Kentucky and City of Covington. Security firms are prohibited from carrying firearms within the premises unless such personnel are authorized law enforcement officers having jurisdiction at this location.
- The Center offers services to convert meeting rooms to "high security" status by re-keying locks and installing hardware devices. See published rate schedule for costs and contact your Event Planner for additional details.
- Chain locks and other devices used to secure mandatory fire exit doors are strictly prohibited.
- Based upon the type of event service personnel, staff of the Center and Client may be required to wear identification badges at all times and enter and exit the licensed areas through specific staff entrances.
- No soliciting is permitted anywhere on the premises.
- Any conduct detrimental to the safe and proper operation of an event, abusive language, threats, assault, vandalism, theft and all other inappropriate actions will result in immediate removal from the premises and subject to arrest and prosecution as appropriate.
- **Center Security maybe required for Move in and Move out of events.** Based upon the size and type of Event, the Center reserves the right to require the following maximum staffing: one traffic master, two dock masters, one freight elevator operator, a floater and a lobby security guard. The fees involved are the responsibility of the Client. (See prevailing rate schedule for more detail.)

SERVICES

COMPLIMENTARY SERVICES

- Wireless internet access for all attendees throughout building. *
- A team of professional, on-site event managers to work your event from opening to close, all accessible via one cell phone number (distributed prior to arrival).
- One room set per day.
- One refresh of room per day.
- General room lighting, heating and/or air conditioning during event hours.
- One thorough cleaning daily of all rented space.
- NKYCC website listing of event dates and times, as requested.
- Welcome announcement on marquee for your attendees during your event.
- Use of marquee to advertise event one week in advance; content approved by Event Services.
- One standing Podium in the general session with speaker's water.
- One head table with speaker's water in each breakout as requested.
- Two skirted registration tables.
- Standard speaker's riser (one, 6'x8' riser per 100 attendees to the extent of Center inventory).

- The Center uses a state-of-the-art wireless system, providing wireless access to all guests. The complimentary public wireless is throttled to 1Mbps per user to the capacity of the building's connection. All devices accessing the public wireless network will need the capability to accept the "Terms and Conditions" page. **The Center cannot guarantee performance of its wireless internet system due to the inherent factors that affect any wireless system.*

EXCLUSIVE SERVICES

The Center provides the following services on an exclusive basis. Contact your Event Planner for further information and rate schedules.

- Food & Beverage Services, including food and beverage concessions and all catering
- Audio-Visual Services including all rigging and use of in-house sound systems
- Electric Service, including power and lighting
- Telephone, Internet, Video, Web & Audio Conferencing
- Utility Services, including water, drain & compressed air
- Banner Installation and Removal
- Coat Check
- Key and Lock Change

IN-HOUSE ADDITIONAL SERVICES AVAILABLE

The Center's staff will work closely with the Client to help coordinate the additional services necessary to make Client's event a success. Charges for these additional services are not included in the basic rental provided in the License Agreement. Separate additional charges will be levied for the following services. (See the published rate schedule for rate details.)

- Microphones -Audio/Visual Support Services
- Special equipment services e.g. staging, dance floor, etc.
- Telephone and data line service
- Electrical Distribution for exhibits, displays, presentations and public shows
- Security as required during Move-in and Move-out of event.

- Contact Event Planner for current pricing.

OUTSIDE SERVICES THAT CAN BE COORDINATED (with advanced notice)

- Show Management
- Exhibition Decoration and Drayage
- Security Services
- Convention Bureau Housing Service
- Photography Service
- Theme Events
- Temporary Services
- Registration Assistance
- Parking Vouchers for the Kenton County Garage

SPECIFIC TO TRADESHOW MOVE-IN/MOVE-OUT

- Up to ten (10) carts to be used for set up, move-in or move-out (based upon availability). Show manager responsible for managing the carts during exhibitor move-in/move-out.
- Event Center clean and cleared for decorator to mark the floor; diagram to be approved 14 days in advance of contracted event start date.

SHOW OFFICE/SHOW DAY BOX OFFICE PHONE – Open to the Public Events

All events open to the public are required to have their own phone with published number. Arrangements must be made through your Event Planner. See Published Rate Schedule for pricing. The Center has a limited number of permanent lines with pre-assigned telephone numbers. Dialing and line restrictions will be available.

TICKETS/SEATING

HOUSE TICKETS – Open to the Public Events

- Show management shall provide ten (10) complimentary tickets for the exclusive use of the Center.
- House seat tickets must be in the hands of your Event Planner not less than ten business days before the scheduled event start date.

PUBLIC TICKET SALES

Organizations are expected to arrange their own ticket sales distribution and accounting unless specific alternative arrangements are made with Center management. The text for all tickets must be approved by the Center prior to printing. All open-to-the-public shows will be required to issue tickets. This is also true in the case of community based programs where admission is free. This can be accomplished by advance ticket distribution and/or making tickets available at the time of the performance or event. **Occupancy limitations as prescribed by the applicable fire codes must be obeyed.** The Client is responsible for all required licenses and shall pay all admission taxes required by any government regulation. For all reserved seat performance events, the Client is required to have tickets printed by a bonded printing firm and shall submit a certified manifest of all tickets printed to the Center's management prior to placing tickets on sale.

SEATING FOR PUBLIC PERFORMANCE EVENTS

Seating is required for all public performance events such as concerts, theatrical events, competitions, etc. A variety of approved seating plans are available from your Event Planner. Seating plans must be submitted for approval at least **FOURTEEN (14) BUSINESS DAYS** in advance of the event start date.

SPECIFICATIONS FOR PUBLIC EVENTS

The Center management may require the following specification for public event tickets:

- A complete set of tickets should be furnished for each event.
- Date, time and price shall be prominent in type face on all tickets.
- Tickets should be perforated or notched.
- Time printed on ticket must be actual curtain time.
- Your Event Planner can be contacted for any information or advice on matters of the specific identifying language of house sections and seating plans.

TERMINATION OF LICENSE

In the event Client (i) fails to perform any of the terms and conditions herein contained; (ii) appears to the Center to be financially insecure; (iii) is in violation of law; or (iv) is about to default in its performance of the terms and conditions contained herein, then Center may terminate this License Agreement.

Upon termination, Client shall, at its sole cost and expense, remove all of its property from the Center within twenty-four (24) hours of said termination and all advance payments shall be treated in the manner provided by Cancellations/Refunds Policy above.

UNACCEPTABLE ACTIVITIES

No activities in violation of federal, state or municipal laws, ordinances, codes, orders and requirements shall be permitted in or about the Center and the Client shall have the responsibility to enforce the provisions of this paragraph.

WAIVERS

Waiver of one or more terms or conditions of the License Agreement shall not be deemed a modification or waiver of any other provisions of the License Agreement. No waiver shall be effective or binding upon the Center unless it is in writing duly executed as an addendum to the License Agreement.