



mesa
convention
center

Rules and Regulations

263 North Center Street
P.O. Box 1466
Mesa, Arizona 85211-1466

480.644.2178 tel
480.644.2617 fax

www.mesaconventioncenter.com

www.mesaamp.com

Please share with your event attendees that the Mesa Convention Center provides free parking, and offers two Electric Vehicle Charging Stations.



Table of Contents

1) AUTHORITY.....	1
2) BOOKING & SCHEDULING.....	1
3) LICENSE AGREEMENTS	2
4) PAYMENT TERMS AND DEPOSITS.....	3
5) DAMAGE DEPOSITS	4
6) CANCELLATIONS	4
7) INSURANCE REQUIREMENTS	5
8) TEMPORARY SALES TAX/BUSINESS LICENSES.....	5
9) RENTAL REGULATIONS	6
10) HOLIDAYS/HOURS OF OPERATION	7
11) EVENT SERVICING PROCEDURES.....	7
12) MOVE-IN AND MOVE-OUT.....	8
13) FIRE SAFETY.....	8
14) EVENT FLOOR PLAN APPROVAL PROCESS.....	9
15) PHYSICAL ARRANGEMENTS	10
16) SERVICES AND EQUIPMENT.....	10
17) ELECTRICAL, TELEPHONE, UTILITY SERVICES, AND INTERNET	11
18) CATERING, CONCESSION AND LIQUOR SERVICE.....	11
19) SALE OR DISTRIBUTION OF NOVELTIES AND CONCESSIONS	13
20) FOOD SAMPLES.....	13
21) DECORATIONS/CLEANING AND PROTECTION OF BUILDING FURNISHINGS, EQUIPMENT AND FINISHES	13
22) SIGNS AND BANNERS	14
23) PARKING	15
24) BOX OFFICE	15
25) SETTLEMENTS-CONCERTS	16
26) SECURITY AND PUBLIC SAFETY	16

27) FAX AND COPY SERVICES.....17

28) LOST AND FOUND17

29) RIGGING.....18

These Facility Rules and Regulations have been established to ensure the Mesa Convention Center, its personnel, lessees and related service contractors are working in a safe and orderly environment. These rules and regulations should serve as a guideline for all concerned, and are in addition to regulatory codes, ordinances and laws governing event and building operations. Any questions, requests for variations, or exceptions should be promptly submitted to your Event Coordinator, and must be approved in writing by Mesa Convention Center Management.

1) Authority

- a) The Director shall have full responsibility for the operation of the Center and shall act for and on behalf of the City in management, supervision and control of these facilities.
- b) The Director or Designee is hereby authorized to enter into license agreements with groups, persons and entities for events in the Center, which are in the best interest of the City.
- c) All matters, rules and regulations, or deviations wherefrom, not expressly provided for herein, shall be decided upon by the Center's management. Rules and regulations are subject to change without notice.

2) Booking & Scheduling

- a) The Convention Center is designed to primarily attract corporate, association, government and social events such as conferences, meetings, banquets and trade shows from both local and national markets.
- b) The Booking Policy and Calendar of Events are maintained through the Center's Sales and Marketing staff. Requests for reservation of dates should be made directly with the Center's Sales and Marketing staff. The Center will subsequently execute an event cost estimate followed by a license agreement. For additional Booking Policy information, please call (480) 644-2178. In the interest of maximizing the amount of events that may utilize the Center, the following booking guidelines have been established.
- c) Booking Guidelines:
 - I. Space Requests beyond 18 months prior to first day of event:
All Buildings - Events must guarantee minimum revenue of \$13,000 per event or utilize 2/3 of the Convention Center space, with a 2-day minimum to be considered for booking beyond 18 months.
 - II. From 12 to 18 months:
 - A. **Building A**
Events may be booked up to 18 months in advance, with no minimum revenue guarantee.

B. Building B

Events in Building B must guarantee a minimum of \$2,000 day. If one of the event days is a Friday or Saturday, a two-day minimum may be required. Additional revenue guarantee may be required during rental peak periods.

C. Building C

Events in Building C must guarantee minimum revenue of \$3,000 per day. If one of the event days is a Friday or Saturday, a two-day minimum may be required. Additional revenue guarantee may be required during rental peak periods.

III. From 0- 12 months:

Any requests for reservation of space may be made up to 12 months in advance. Any requests for reservation of space may be subject to 2-day minimum rentals and/or minimum revenue guarantees at some periods throughout the year. These guidelines may be modified at the discretion of the Director or his designee when deemed it is in the best interest of the City to do so.

Exceptions to booking window may be made at the discretion of the Director or his designee when the events will have a substantial and positive economic impact to the City as a whole.

- d) Protection Period: The Center, in the best interest of all potential building users, reserves the right to maintain a time period of thirty (30) days between similar types of commercial consumer shows (trade shows, exhibits, family events, etc).
- e) The Center reserves the right to reschedule, move or cancel a booking in the event that the Center determines that the space and date are needed for a larger event having a broader impact on the City as a whole. Advance notice of 60 days will be given, and every effort to reschedule the event will be made. Should the Center be unable to accommodate the Licensee, full refund of prepaid deposits, etc. will be issued within 14 business days. The Center also reserves the right to provide alternate space should a booking conflict require moving an event.
- f) Licensees cannot sublet space without prior written approval of the Director.

3) License Agreements

- a) License agreements shall be issued to all Licensees of space in the Center. It is the purpose of the license agreement to provide for the terms and conditions of the rental and all other costs associated with the facility, i.e. catering, equipment, staffing, etc. for both the Licensee and the Center. A signed license agreement is required for all events.
- b) Licensee (client) may only hold **one date or dates per event** (“dates” refer to one, multi-day event or program). Licensee may request a “courtesy hold” of up to two weeks, after which time the hold will expire (automatically cancel), or a contract will be issued upon request.

- c) A signed contract, deposit, and credit card authorization form are due **two weeks from date of contract**. If they are not received within the time allotted, the Convention Center can terminate the agreement without notice to Licensee.
- d) Space will only be considered confirmed (“Firm”) when applicable deposit and signed contract have been received.
- e) Space holds for inclement weather: If an event is booked outdoors, indoor space is not held for weather backup. If client wishes to book space for weather backup, minimum revenue guarantees will apply. If suitable space is available the day of the event, we will move the event indoors with a 5-hour minimum notice, at no additional charge. With appropriate notice, every attempt will be made to provide tenting if the client desires, at the clients expense.

4) Payment Terms and Deposits

- a) The Mesa Convention Center requires a NON-REFUNDABLE deposit of 50% of the total rental and estimated additional fees at the time of booking. Balance of charges are due 30 days prior to the event. All deposits and final payments should be made in the form of check, cashier’s check, money orders or credit card. A completed credit card authorization must remain on file. **No personal checks** will be accepted within thirty (30) days of the first date of the event. Please discuss payment options with your sales representative.
- b) For events booked within thirty (30) days of the event date, payment will be due in full immediately, and will only be accepted in the form of cash, cashier’s check or major credit card.
- c) Final payment is due within thirty (30) days of receipt of invoice. Balance due will be charged to the credit card on file if payment has not been received in another form after 30 days. If payment is not received or charged within thirty (30) days of receipt of invoice, the Center may refer unpaid account to the City of Mesa’s collection agency to collect the outstanding balance. Any future events may be cancelled at the Center’s discretion. Licensee will be restricted from making any future reservations until payment has been received. Licensee shall be liable to the Center for all damages suffered by the Center, including, without limitation, all attorney’s fees and costs.
- d) The City of Mesa will assess a charge for any returned checks.
- e) Food and beverage minimum guidelines apply to all events. The food and beverage minimum may vary depending on the number of guests expected, size of meeting space requested and seasonal price changes. The Mesa Convention Center assesses a customary service charge; currently 19% on all food and beverage charges, audio visual charges are assessed a 20% service fee, plus taxes at 8.05% that apply to all such charges.
- f) A Food & Beverage minimum revenue guarantee is required for all catered events. This minimum does not include facility fees, service charges, tax, labor charges, audio visual or

any other miscellaneous charges incurred. A 72-hour guarantee, three business days is required for all events. Should your final guarantee drop below the approximate number of guests expected, we will advise you on food and beverage alternatives to achieve the F&B minimum. If F&B Minimum cannot be achieved through alternate or additional food and beverage choices, the Parties agree that the difference between the food and beverage minimum and the actual food and beverage expenditure will be assessed to your account.

5) Damage Deposits

- a) Certain events may require a damage deposit. Following the conclusion of an event, the damage deposit will be retained until a building inspection is completed. The Licensee shall be charged at the time of final settlement for any damages.
- b) An advance damage deposit does not relieve the Licensee of the obligation to provide a Certificate of Insurance coverage (as outlined in the license agreement and in Section 7 “Insurance Requirements” of this manual), nor does it limit the Center’s right to charge the tenant for the full amount of damages incurred.
- c) If no damage is found, or if the deposit posted exceeds the damage claim, the excess damage deposit will be applied to any outstanding charges for rental, equipment, or services. Any remaining deposit balance will be refunded by City of Mesa check or credited to the original credit card.

6) Cancellations

- a) Default Cancellation by Licensee. Should a Licensee cancel a booking more than six (6) months before the first scheduled day of the event, the Center shall retain 50% of meeting room rental, or 25% of the full estimated amount of the event, whichever is greater, as liquidated damages.
- b) If cancellation is between three (3) months to six (6) months before the first scheduled day of the event, the full rental amount, or 50% of estimated amount of the event, whichever is greater, shall be retained as liquidated damages.
- c) If cancellation request is within three (3) months of the first scheduled day of the event, the full estimated amount of the event shall be retained as liquidated damages.
- d) Notice of cancellation by Licensee must be made in writing to the Center.
- e) Rescheduling or Cancellation by City of Mesa. In the event that the Center is unable to deliver possession of the facilities, deposits and rental payments will be refunded.
- f) Cancellation of Ticketed Events. When a ticketed event cancels, the deposit and any applicable fees will be retained by the Center.

7) Insurance Requirements

- a) When required by the City, Licensees of the Center are to secure and furnish to the City, thirty (30) days prior to occupancy, a policy or policies of insurance written by an insurance company acceptable to the City for insurance coverage's appropriate to the nature of the event. Insurance may be required by the Center as deemed necessary by management. Insurance requirements:
- \$1 million: Consumer shows; exhibit shows; trade shows; social events open to the public.
 - \$2 million: Concerts in the Amphitheatre; venue-wide events such as car shows and festivals; any event with a high risk potential as designated by the Director.
- b) Show management shall secure and maintain through the terms of the License Agreement, at their sole cost and expense, the following insurance:
- Worker's Compensation Insurance in full compliance with all laws covering the show management company's employees.
 - Employer's Liability Insurance, covering injury or death of any employee, which may be outside the scope of Worker's Compensation Insurance. This coverage must provide for the Hold Harmless and Indemnification Agreements in the facility license.
 - Commercial General Liability, covering independent contractors, premises and operations, bodily injury, property damage and contract liability.
 - Fire Legal Liability Insurance.
 - Automobile Liability Insurance.
- c) The limits of coverage for each type of insurance will be specified in the event License Agreement. The policy or policies listed above shall provide at least a combined single limit of \$1 million per occurrence and, if an aggregate policy, it shall provide a minimum of \$2 million. The policies must also include the City of Mesa, its officers, officials, city council, boards, agents and employees and the Center as additional insureds for contemplated event, including rehearsal, move-in and/or move-out dates. An endorsement reflecting this coverage shall be provided to the Center.
- d) The Director or designee reserves the right to cancel the event upon failure of show management to provide such verification within the specified period.

8) Temporary Sales Tax/Business Licenses

The Licensee and their exhibitors shall be required to comply with, and acquire any and all applicable federal, state and/or municipal permits or licenses for doing business within the State of Arizona and City of Mesa. For information regarding temporary sales tax or business licenses in the State of Arizona, contact the City of Mesa Tax and Licensing Department at (480) 644-2316.

9) Rental Regulations

a) Services and facilities included in basic rental:

- General room lighting, heat and air conditioning.
- One standard meeting room set-up per day, including theater, classroom or banquet style seating. Centennial Hall may be subject to additional fees depending upon set up. Room turns will be subject to changeover fees.
- One complimentary head table and registration table per room set.
- Table linen will be provided for all catered events standard meeting room sets in Buildings A and B. Table linens are available at an additional fee for room sets in Building C.
- Exhibit shows: rental rates are based on a “four wall” basis and include heat, air conditioning, and general house lighting.
- Water cooler service is provided at no additional fee in Buildings A and B. One water cooler per room per day is provided at no additional fee.

b) All other services not included in basic rental:

- Show management electrical service
- Show management telecommunications service
- Audio-visual equipment and dedicated labor
- Catering/liquor service
- Table linens for non-catered events in Building C
- Additional equipment rental
- Speaker’s platform
- Water service for attendees in Building C
- Changeover fees
- Concession services
- Show management water and drainage service
- Exhibit Shows: Tables, Pipe, Drape and dedicated labor
- Janitorial and cleaning
- Trash haul fees
- Insurance
- Security or police officer services
- Emergency Medical Technician services
- Fire Inspector services
- Usher and/or ticket taker services
- Box Office services
- Damages to the Center’s physical plant and equipment

c) Rates do not include technicians, stagehands, ticket takers, ticket sellers, door guards, police, security personnel, ushers, etc. The number, identity and qualifications of such persons are subject to the approval of the Director or designee. Charges shall be assessed for additional/special/extra services, facilities, equipment, material, technicians, Box Office services, etc., at prevailing rates and conditions. All rates are subject to change.

- d) Varying uses of these facilities do not make it possible for the Center to list all the charges herein. It is the Licensee's responsibility to define specific requirements and inquire about costs and charges to verify if they are covered under the rental rates.
- e) Events for which admission is charged may be subject to profit sharing as a basis for rental charges.

All room sets and decorations must comply with City of Mesa Fire Code and are subject to inspection.

10) Holidays/Hours of Operation

- a) Services provided on City of Mesa holidays may be subject to overtime rates.

New Years Day	MLK Holiday	Presidents' Day
Memorial Day	Independence Day	Labor Day
Veterans' Day	Thanksgiving Day	Day after Thanksgiving
Christmas Day		

- b) Hours of Operations:

Monday – Thursday	7 am to 10 pm
Friday – Saturday	7 am to 12 am
Sunday	9 am to 6 pm

Administration Office/Booking hours are Monday – Friday, 8 am to 5 pm

- c) Facility overtime charges shall be charged if the occupancy exceeds the time specified on the license agreement. Licensees are advised that overtime rates apply for services provided on City holidays or if occupancy exceeds the standard hours of operations, unless noted in license agreement.
- d) Facility overtime rental rates are quoted per hour. Any fraction of an hour is calculated as a full hour and shall be applied when the facility is used in excess of the contracted rental period. Facility overtime rental fees **do not include** the cost of any other additional services.

11) Event Servicing Procedures

Upon execution of a license agreement, the event will be assigned to an Event Coordinator. The Event Coordinator will meet and/or communicate with the Licensee as necessary to determine the requirements and needs of the Licensee. The assigned Event Coordinator will be the Licensee's primary contact for all questions and will coordinate all event activities. This includes, but is not limited to, seating arrangements, staging, lighting, sound, security, ushers, ticket takers and emergency medical staff, catering, audio visual, décor, and staffing. The Event Coordinator's primary concern will be the safety, comfort and well being of the Center's Licensees and their guests.

12) Move-In and Move-Out

- a) The loading area for Centennial Hall is located on the east end of the building, accessed off North Centennial Way. Load-in is also available via the paved Plaza in front of Centennial Hall. **No unattended parking is allowed in any loading area.**
- b) The Center does **not** have the ability to store or receive freight deliveries prior to move-in. Please direct freight carriers not to deliver prior to move-in or arrange drayage with the show decorator. Early arriving freight will be refused. In like manner, all exhibit materials **must** be removed during move-out or consigned to the show decorator. Any exhibit materials remaining at the conclusion of move-out are considered abandoned and will be disposed of.
- c) Due to Fire Code restrictions, move-in or move-out activities are not permitted during show hours or while attendees are on the show floor.
- d) Exhibitors must park in the designated Third Place parking lot. Vehicles and/or trailers left on the grounds overnight will be required to purchase a \$10.00 parking permit and are also restricted to the Third Place parking lot. This permit is obtained through our Administration Office. Please note: This service is not available more than 24 hours prior to move-in.

13) Fire Safety

- a) The NFPA 101 Life Safety Code 1994 edition and 1997 Uniform Fire Code have been established as a standard for review with specific revisions and interpretations of occupancies and events at the Convention Center. Reference copies of the fire code are available through your Event Coordinator. Highlights of pertinent provisions are outlined below.
- b) All drapes, curtains, table coverings, skirts, carpet or any materials used in exhibits must be flame retardant.
- c) Fire hose cabinets, fire extinguishers, sprinklers, fire exit doors, route of egress and any other fire safety device must not be hidden, obstructed or otherwise disturbed.
- d) Crates, packing material, wooden boxes and other highly combustible materials may not be stored in the building.
- e) Vehicles on display may have no more than one-quarter tank or 5 gallons of fuel whichever is less. A locking gas cap must be installed, or the tank must be adequately sealed by tape or in some other appropriate manner. At least one battery cable must be disconnected and taped to avoid potential sparks. No vehicles shall be moved during show hours.
- f) The use of pyrotechnics and welding equipment, open flames or smoke emitting material as part of an exhibit and unusual displays incorporating a large amount of combustible

materials (i.e. house structures) must be individually reviewed by Convention Center management and City of Mesa Fire Marshal.

g) Additional provisions are contained in the schedule of Fire Safety Rules and Regulations.

14) Event Floor Plan Approval Process

a) One (1) copy of the event floor plan must be submitted to the assigned Mesa Convention Center Event Coordinator for review and approval at least 60 days prior to the first show day or prior to the sale of booth space. The plans should be no smaller than 8.5" x 11" in size, and should clearly show:

- Name and date of the event
- Name of the area in use
- Official service contractor
- Date of initial drawing and all revisions
- Labeled location of all exits
- Dimensions of all aisle widths, booths and other structures
- Lobby and other public access layouts

b) After Mesa Convention Center Management review and approval, the Event Coordinator will forward plans to the Fire Marshal for review and approval.

c) After Fire Marshal review and approval, the Event Coordinator will return a stamped and approved set of plans to show management and to the official service contractor. The review process generally takes between two and three weeks.

d) Floor plans are not considered approved without signed and stamped approval from both Convention Center Management and the Fire Marshal, and should not be published without stamped approval.

e) The Fire Marshal approval of a floor plan is conditional. The final approval is given after an on-site inspection by field inspectors.

f) If the final floor plan is different from the initially approved floor plan, it must be submitted and processed for approval. The resubmitted plan must be approved before the first day of move-in. Once approved, the room will be set to the floor plan specifications. Once set, changes to the floor plan may result in additional charges.

g) Life safety guidelines for acceptable exhibit floor plans are as follows:

- All points of entrance and egress should have a minimum of 6 feet clear space on all sides. Specific clearances are established for each major entrance and exit, and may be confirmed with the Event Coordinator.
- All aisles leading to an exit must be a minimum of 8 feet wide.

- A person should have to travel no more than 200 feet from any point in the hall to the nearest exit.
- Dead end aisles may be no longer than 50 feet.
- All fire hose connections, extinguisher cabinets, and alarm call stations must be visible at all times with 3 feet clearance.
- Any column located in an aisle must have a minimum of 6 feet clear passage on at least three sides of the column.

15) Physical Arrangements

No later than 60 days before the first day of the event, Licensee shall provide for Center's approval, one (1) copy of a full and complete floor plan for the event, and, if requested, furnish a description of all electrical, communications systems, and plumbing work. Licensee shall provide Center with all other information required by Convention Center concerning the event such as room or hall set-ups, staging, and food and beverage requirements no later than 60 days before the first day of the event. Once approved, the room will be set to the floor plan specifications. Once set, changes to the floor plan may result in additional charges.

16) Services and Equipment

a) Audio-Visual Services

Full-scale audio-visual services are provided through the Center. Audio and visual equipment along with operator rates are outlined in our Event Estimate. If clients choose to use an off-site audio-visual provider, a \$500 per day audio-visual buyout will be assessed to them to ensure public safety and adherence to Fire Code for their event. Patches into our audio system are not available to clients using an outside audio-visual vendor.

b) Event Personnel

The Center requires the use of its employees to be paid for by Lessee at the prevailing rate for the following categories: security guards, emergency medical personnel, ticket sellers, ticket takers, ushers, custodial, operations and other similar categories of personnel. Determination of the number of personnel and the hours worked by the various categories shall be at the discretion of Center management after consultation with Lessee.

c) Rental of Equipment

The Center owns and maintains a large inventory of rental equipment. The prevailing rates for this equipment are outlined in our rate schedule. All Center equipment will be set-up and operated by authorized Center personnel. Tables and chairs, when used for exhibits will be charged for at the prevailing rates. Unless included in rate schedule, any labor charges for operators shall be in addition to the rental charge for the equipment.

d) Cleaning and Trash Removal in the Exhibit Hall

The Center will clean and maintain public space and aisles (excluding exhibit booths) within exhibit area during move-in, event, and move-out at prevailing labor rates. Additional custodial charges may be assessed for events open to the public. A minimum \$250 clean-up fee per event for trash removal will be assessed to all exhibit shows. An additional \$150 compactor charge will be assessed for each additional pickup, if applicable.

17) Electrical, Telephone, Utility Services, and Internet

- a) Licensee and exhibitors may request the provision of electrical services from the Center by completing a utilities order form. As a general rule, the decorator for an event provides these forms to exhibitors. They are also available from the Center's Administration Office. All services are provided in-house. Consult your Event Coordinator for information.
- b) The Center offers limited telephone service for Licensees and exhibitors, subject to line availability. Utilities order forms for ordering telephone service and the applicable charges are available from the Event Coordinator.
- c) Payment for utilities ordered must be received five (5) business days prior to show's move-in to be eligible for discount rate. Advance orders can be paid in cash, Visa, MasterCard, American Express, Discover, or by certified check only. Any payments that are returned will be charged a service fee. If utilities are needed the day of the show and have not been ordered ahead, the order will be subject to additional charges.
- d) Meeting planners are encouraged to include a registration desk telephone in their plans. The Center can provide the telephone number for this phone well in advance, allowing it to be published for the benefit of attendees.
- e) The Center has high speed DSL service available for connection into the Internet. Internet and/or LAN service is available for dedicated or shared access from any location in the Center. Charges for Internet and LAN services are listed on a separate rate schedule.

18) Catering, Concession and Liquor Service

All food, beverages, and concessions are provided and controlled exclusively by the Mesa Convention Center's contracted caterer, Personal Touch Catering. All food and beverage arrangements must be made through the Center. **No food or beverage will be allowed on premises unless purchased through the Center.** Food and beverage purchased from the Mesa Convention Center may not be removed from the premises. Provisions of the Mesa Convention Center liquor license prohibit patrons from providing alcoholic beverages from outside sources. If alcoholic beverages are served, the Mesa Convention Center/Personal Touch Catering is required to request proper identification and refuse alcoholic beverage service to any person

who fails to present proper identification or who appears to be intoxicated, according to management discretion, consistent with applicable state regulations.

In order to provide you and your guests with the highest levels of food quality and taste, the food service times for all events held at the Mesa Convention Center will be limited to two hours. This policy ensures that the food and beverage service that you receive at your event will encompass a fresh appearance and heightened taste expectation. All food and beverage service at the Mesa Convention Center requires a minimum service of at least 25 guests. In the event that your group does not meet this minimum, additional labor costs will be assessed to ensure that your event is properly staffed.

Concessions

The Center provides all event concessions. For all events, concession service can be arranged at a revenue guarantee of \$100 per hour with a 4-hour minimum. (includes two stand workers.) The need for additional servers will be determined by Personal Touch Catering and billed accordingly. Amphitheatre staffing minimums will be determined by our Amphitheatre concessionaire, Pinnacle Concessions and/or City personnel.

Alcohol Services

Alcoholic beverage service is provided exclusively by Personal Touch Catering /the Center.

No beer, wine, or spirits of any kind shall be sold or brought onto the premises by the Licensee or its agents, sub licensees, exhibitors, employees, or guests. Beer, wine and spirits shall be available only through the Center. In the event that beer, wine, or spirits are donated to an event, the Director and the Center's agent must first approve such donation. The donated product must be received and served by the Center, which may charge reasonable corkage fees for the service.

Consumption of beer, wine or spirits shall only occur in designated locations on the premises of the Center.

The Center reserves the right to restrict service of beer, wine or spirits to any person or event when the Director or designee determines it is in the best interest of the public and the Center.

No person or entity may bring opened containers of beer, wine, or spirits onto the sidewalks, streets or other public ways abutting or adjacent to the facilities.

Licensee shall conform to all the state and local laws, rules and regulations governing the serving and consumption of beer, wine and spirits. Violation of any of the provisions related to the sale, use or consumption of beer, wine or spirits affords the Center the right to impose restrictions and penalties, including, but not limited to, the cancellation of the event without notice at the discretion of the Director.

19) Sale or Distribution of Novelties and Concessions

- a) If a Licensee wishes to sell merchandise, the sales will be subject to a commission or a negotiated buy-out approved by the Director or designee based on the nature and scope of the event.
- b) The only items **not** subject to a commission are (1) the sale or distribution of merchandise from exhibit booths at private trade shows, (2) public exhibit shows where the items sold or distributed are directly related to the business of the exhibitor or (3) photographs, audio or video recordings generated at the event where they are sold.

20) Food Samples

- a) The Center reserves unto itself all food and beverage distribution rights. Exhibitors wishing to give away or sell any food or beverage item must make arrangements with the Food and Beverage Director **in advance** or such privilege will be denied.
- b) Exhibitors who process or distribute food in their normal course of business and would like to distribute food samples may be allowed, provided their food samples are no larger than bite size, and the beverages are no larger than two (2) ounces. An exhibitor who does not manufacture, process or distribute food as their normal course of business and would like to distribute food must purchase their food samples from the Center's food service contractor, at retail prices, and no restriction on the size will be applied. Exhibitors are prohibited from selling samples to patrons.
- c) Kitchen space is not available at any time. Any equipment needed for sample preparation **MUST** comply with Fire Code and be approved in advance by the Fire Inspector. Please contact the Event Coordinator for clarification.

21) Decorations/Cleaning and Protection of Building Furnishings, Equipment and Finishes

- a) Decorations are not permitted on ceilings, painted surfaces, columns, fabric, decorative walls or fire sprinklers. All decorative materials must be flameproof in accordance with Fire Regulations. No adhesive backed decals, signs, etc. are allowed on or permitted to be given out on the premises.
- b) Any type of tape to be applied to the floor (including any brand of double-faced carpet tape) must be approved in advance by the Event Coordinator. Licensee is forewarned that many brands of double-faced tape do not come off the floor and the cost for clean up will be billed to the Licensee.
- c) Following the close of the event, the Licensee must remove all decorations and tape. Any decorations or tape remaining from the event will be removed by the Center staff at the prevailing labor rate.

- d) Under no circumstances may Licensee staple decorations onto any tables owned by the Center.
- e) Any damage to walls, floors, windows, or any other surface or furnishings due to decorations will be billed to the Licensee.
- f) No helium-filled balloons are permitted **without prior approval** from the Event Coordinator. Helium tanks must be on approved carts or bases. (In special circumstances, balloons that are **secured** to exhibit booths or architectural features may be allowed with the prior approval of the Event Coordinator.) In such an event, the Licensee will remain responsible for the cost of retrieving any stray balloons. **Rice, birdseed, glitter and confetti are not permitted in the facility. A cleaning service charge will be levied should such items be brought on site for an event.**
- g) Candles and/or open-flamed devices must be pre-approved by the Event Coordinator and must be in compliance with Fire Code.
- h) Temporary Floor coverings - Carpet runners, show carpet or other temporary floor covering over permanent carpet must be approved in advance. Contact the Event Coordinator for specification of approved tapes to use when installing carpet. Double-faced tape and heat tape are prohibited for direct application to permanent carpeted areas.
- i) Tape removal from exhibit hall floor is the responsibility of the Licensee and their service contractor(s).
- j) Facility planters and furnishings may not be removed or repositioned. Center personnel shall handle any movement of furniture for event purposes.
- k) Janitorial Services – Center personnel will clean common use public areas, restrooms, meeting rooms (except when utilized as exhibit area). All other janitorial and cleaning service, beginning with the first day of move-in during show day and through final day of move out, is the responsibility of Licensee and will be billed at the prevailing rate.

22) Signs and Banners

- a) Large exterior signs and banners are not permitted unless approved by Center management. Exterior signage is not permitted on the City streets or right-of-way. The placement of signs or advertising in the City requires proper license and permits.
- b) Any signs or banners to be located on the Center premises, inside or outside, must have the approval of the Event Coordinator as to size, number, quality, content, location, and method of hanging. The Center will remove – at Licensee’s expense – any unauthorized signs. The method for hanging signs must conform to the instructions under “Decorations” as approved by the Event Coordinator.

- c) Small directional and show promotional signs may be placed in the interior entrances subject to approval in advance by the Event Coordinator. Signage requests will be coordinated with other events utilizing the facilities.
- d) Display equipment is available for rental from the facility. No A frame signage is allowed per Mesa City ordinance.
- e) Convention Center sells commercial signage space in the Mesa Amphitheatre. In order to purchase such space, an advertiser must meet the following criteria: the business must be commercial in nature; must be located in Mesa, Arizona; and/or the product must be sold in the Amphitheatre. *For more information on purchasing signage, please contact the Center.*

23) Parking

The Center maintains 500 on-site parking spaces. These spaces are filled on a first come, first serve basis. Motor home vehicles (RV's) and all other over-sized vehicles may use **only** the Third Place parking lot. No hook-ups, water or dump facilities are available. Overnight event parking of any vehicle and/or trailers requires the purchase of a \$10.00 parking permit and is again restricted to the Third Place parking lot. This permit is obtained through our Administration Office, Monday through Friday, 8:00 a.m. to 5:00 p.m.

24) Box Office

- a) The Center maintains a full service box office. Tickets are sold exclusively at the Box Office, or online at www.mesaamp.com.
- b) The Center reserves the right to operate the Box Office for all ticketed events at the Center. If licensee chooses not to use the Center's Box Office, a ticketing buy-out fee will apply. Advertising, promotion, or ticket sales for an event are prohibited prior to execution of the license agreement.
- c) The Box Office is open from 9:00 a.m. to 4:00 p.m., Monday through Friday. The Box Office will be closed on official holidays recognized by the City of Mesa unless the Director or designee approves special arrangements.
- d) All tickets sold at the Box Office shall at all times be under the control and charge of the Director or designee. The Director or designee shall, at the satisfactory termination of the event, make all necessary arrangements for payment to Licensee for money received from the sale of tickets, less expenses incurred.
- e) Arrangements for any cash advance(s) must be made two weeks in advance of the event. Cash advances will be considered part of the total preliminary settlement.

- f) Box Office service fees of all tickets will be included in the rental of the facility at 10% of gross ticket sales. Day of show only, Box Office sales (where no advance sales are desired) will be assessed a charge of \$.25 per ticket. Charges for day of show Box Office staff, ticket sellers and administrative charges are calculated separately and these rates are outlined in the Center's fees and charges.
- g) The Center assesses a \$3 per ticket charge for handling and to support maintenance and improvements to the facility.
- h) Box Office Telephone: (480) 644-2560
- i) Applicable sales tax will be charged and paid by the Center on all ticket receipts.

25) Settlements-Concerts

- a) Preliminary settlement shall be made at satisfactory conclusion of the event.
- b) Final settlement will be made the first business day following the event. If the City owes Licensee a payment, the City shall issue a check for the balance as soon as possible. The balance due will be paid based on evaluation of house expenses and other costs incurred during the event.

26) Security and Public Safety

- a) Safety of all occupants of the Center is of primary concern. Any unsafe condition or activity should be immediately reported to Center personnel and the responsible party for corrective measures.
- b) The Center does not provide 24-hour security. Show management is responsible for complete security within all leased space. The center, along with show management, will evaluate each event according to the nature of the event, profile of the attendees, areas in use, and consideration for other events when determining additional security and first aid personnel requirements, including exhibitor move-in and move-out periods. The Center, along with show management, will evaluate each event according to the nature of the event, profile of the attendees, areas in use, and consideration for other events when determining staffing of security and certified first aid personnel. Lessee is responsible for all costs of such personnel during their lease term.
- c) All Center employees wear City of Mesa photo identification badges while servicing events. Show management may refuse access to employees without visible and proper City of Mesa identification. Properly identified City of Mesa employees on Center business have the right of access, as needed, to all Center space at all times. Center employees are not obligated to wear additional identification for right of access.

- d) Event Coordinators will provide an estimate of security requirements upon execution of the license agreement. Licensee shall immediately notify the Director or designee if conditions change after issuance of the license. In the event of such notice, the Director or designee may, without notice, revise the security requirements at the Licensee's expense.
- e) The Licensee shall prepay the cost for security at the time of the issuance of the license. If Licensee notifies the City that events have changed after the issuance of the license, the Licensee shall prepay any necessary security costs at a time designated by the Director or designee, but no later than prior to the date of the event.
- f) **If the Licensee fails to prepay for security, the Center reserves the right to cancel the event.**
- g) **All events utilizing alcohol service must obtain security.** The Center has established minimum-security requirements for events utilizing alcoholic beverage service. The Director or designee shall determine security requirements.
- h) Animals and pets are not permitted in the building except in conjunction with an authorized exhibit, display or performance; or as aids to the disabled. Where an animal is used in an authorized exhibit, display or performance, the animal is to remain in a properly enclosed pen or cage when not performing.

27) Fax and Copy Services

- a) The Center offers fax service, Monday through Friday, 8:00 a.m. to 5:00 p.m. The fax unit is housed in the Administration Office located in Building A.
- b) There is a charge of \$2 for the first page and \$1 per each additional page to send a fax.
- c) There is a \$1 per page fee to receive a fax.
- d) Document reproduction is available in the Administration Office at \$.20 per copy, Monday through Friday, 8:00 a.m. to 5:00 p.m.
- e) The Center's fax number is (480) 644-2617.

28) Lost and Found

The Center assumes no responsibility for personal items, meeting room equipment or decorations left in rooms. However, the Center's Administration Office can be contacted at (480) 644-2178 to see if any items have been found. City policy requires the Center to turn found items over to the Materials and Supply Department and 30 days after the found date, the items will be processed for City auction according to City policy.

29) Rigging

- a) All rigging in the Mesa Convention Center shall be in accordance with all national, state and local safety codes, including, but not limited to OSHA, BOCA and the Center's policy.
- b) No rigging is allowed in meeting rooms.
- c) For rigging in Amphitheatre, see Event Coordinator for details.

12/12/04