



## **FACILITY RULES & REGULATIONS**

### **GENERAL POLICY STATEMENT**

It is the responsibility of the Metropolitan Entertainment & Convention Authority (MECA) to operate Qwest Center Omaha and the Omaha Civic Auditorium (the "Facilities") in a sound business manner in an effort to maximize both social and economic benefit to the community, and financial stability of the Facilities. MECA will promote, solicit, develop, and make reservations for any activity deemed appropriate to the Facilities' objectives, and to qualify all activities requesting utilization of the Facilities. All specific policies, procedures, rules and regulations will be conditioned on, and subject to, these overriding considerations. MECA reserves the right to add to, modify, delete, or otherwise change these policies and procedures from time to time. Such changes will become effective immediately upon their issuance by MECA Management. MECA will make these updated policies and procedures reasonably available and accessible. Licensees may obtain updated versions, upon request, at any time.

#### **1. ALCOHOLIC BEVERAGES**

- a) Bringing alcoholic beverages into the Facilities, and on the surrounding property, is prohibited other than through MECA's exclusive Catering and Concession Operators.
- b) MECA reserves the right, at its sole discretion, to suspend alcoholic beverage sales at any time during a licensed event.

#### **2. AMERICANS WITH DISABILITIES ACT**

- a) The Facilities are *public facilities* subject to Title II of the Americans with Disabilities Act (ADA). The Facilities are accessible to disabled patrons, as required by the ADA and applicable regulations.
- b) The Licensee is responsible for making aisles, exhibits, displays, meetings, etc., accessible to qualified individuals with a disability attending the event with respect to setup, location of exhibits on the exhibit floor, paths of travel, and other aspects of the event within the Licensee or one of the Licensee's exhibitors' control.
- c) The Licensee must include a notice in the Licensee's event advertising, and/or publicity releases, stating that disabled patrons should notify the Licensee and MECA at least one week prior to the Licensee's event should a reasonable accommodation be needed.

- d) MECA will use its best efforts to assist the Licensee in identifying local providers of temporary auxiliary aids and services, although the Licensee will remain ultimately responsible for identifying and contracting with such providers.
- e) If the Licensee fails to arrange for a reasonably requested temporary auxiliary aid or service, MECA management shall have the right, but not the obligation, to provide or arrange for such temporary auxiliary aid or service and the Licensee must reimburse MECA the cost of providing and arranging for such temporary auxiliary aid or service as determined by MECA.

### **3. ANIMALS OR PETS**

- a) Except for seeing eye dogs (or other similar animals used for assistance by the disabled), and animals used as part of a MECA approved exhibit or activity, no animals or pets are permitted in the Facilities.
- b) Approved animals in the Facilities must be on a leash, within a pen, or under similar control. The Licensee assumes full responsibility for any approved animal.

### **4. AUDIO / VISUAL**

Qwest Center Omaha provides a preferred audio/visual contractor for your audio/visual equipment and operator needs. Audio/visual equipment rates are available upon request.

### **5. CONCESSIONS AND CATERING**

MECA's recognized Catering and Concession Operators shall be the exclusive provider of food and beverage service in the Facilities and on the surrounding property. MECA's Catering and Concession Operators shall retain all revenues received. Any deviation from these exclusive services must be approved in writing by MECA management.

Food and beverage service includes, but is not limited to, the sale of beverages (alcoholic or otherwise), food items, and non-event related souvenirs, programs, and novelties.

The Licensee will not be allowed to sell, give away, or distribute samples of any food or beverage items without written permission from the Catering and Concession Operators. Upon agreement of both parties, the Catering and Concession Operators shall issue a Sample Food and Beverage Authorization Agreement.

No food or beverage will be allowed to be brought into the Facilities by any individuals, including attendees, participants, exhibitors, or employees, subcontractors, or representatives of Licensee, without written permission from MECA.

### **6. ELEVATORS / ESCALATORS**

- a) All equipment shall be transported utilizing the freight elevators.

(12,000 lbs. maximum)

- b) No equipment may be transported on escalators. This includes easels, chairs, tables, wheelchairs, strollers, coolers, and other similar items.
- c) Under no circumstances are public passenger elevators to be used for transporting equipment or exhibit materials.

## **7. EQUIPMENT RENTAL**

- a) Rental equipment and rates are available upon request.
- b) All MECA equipment will be operated and set up by authorized MECA personnel.
- c) Tables, chairs, risers, etc., in excess of rental agreement will be made available at applicable rates and inventory limits.
- d) A labor charge will be assessed for any room or area changeover after the initial room or area setup.

## **8. EVENT PERSONNEL**

- a) All event personnel, such as show and services contractor staff, exhibitor appointed contractors, temporary help, exhibitors, and other workers affiliated with an event held within the Facilities, must enter and exit by way of the security entrance or by way of the MECA designated "show entrance".
- b) All event personnel working in the Facilities must display MECA-approved identifying credentials or badge.
- c) Restricted areas of the Facilities labeled "Authorized Personnel Only" are restricted to all persons except those authorized by MECA.
- d) Show managers and service contractors are responsible for the conduct of their personnel, exhibitors and subcontractors, and for any damages caused by such personnel while in the Facilities. Loud or profane language and disorderly conduct is not permitted at any time. MECA reserves the right, at its sole discretion, to remove individuals who create a nuisance or violate established policies or procedures.

## **9. EXCLUSIVE SERVICES**

MECA will be the exclusive provider of the following services within the Facilities. Rates for exclusive services and labor are available upon request.

- Food and beverage
- Telecommunications service (telephone, internet, etc.)
- Event staff (ushers, badge checkers, crowd managers, uniformed police officers, ticket sellers, and ticket takers)
- Utility services (including house electric, water, HVAC, compressed air, and natural gas)

- Maintenance (for the set-up/tear-down of MECA equipment and general facility housekeeping; charges will apply for change-overs, additional requested housekeeping, etc.)
- Medical/first aid
- Rigging services
- Parking
- Stagehands (see your Event Coordinator regarding stagehand needs.)

## 10. EXTERIOR DOORS

Under no circumstances may exterior door(s) be propped open or altered in any way.

## 11. FIRE and SAFETY REGULATIONS

- a) Floor plans (2 copies), approved by the City of Omaha Fire Inspections Department if applicable, must be submitted to MECA for review in accordance with the date set forth in Exhibit A of the License Agreement.
- b) All floor plans/facility description must clearly indicate a minimum of two (2) freight-free aisles per exhibit hall/event, one running North to South and one running East to West. Freight-free aisles in exhibit hall(s) must be clearly designated.
- c) All floor plans must have the following information clearly indicated:
  - Name and date(s) of event
  - Name of area(s) to be used
  - Location of all exits
  - Aisle widths with number and dimensions of booths
  - Areas that will be carpeted
  - Location and dimensions of entrance headers or kiosks
  - Registration location and set-up
  - Location of booths utilizing natural gas
- d) Guidelines for acceptable floor plans are as follows:
  - Aisles must be a minimum of ten (10) feet in width
  - All fire hoses and extinguisher cabinets must be visible at all times
  - All electrical panels must be accessible at all times
  - All permanent concession stand areas in the exhibit halls must have a minimum 30' x 25' clearance at all times
  - All points of ingress and egress must have a minimum of twenty (20) feet clear space on all sides
  - Any booths using natural gas should be located next to a column where a natural gas hook-up is available. Such sites are subject to inspection by the Omaha Fire Marshall prior to show opening (also see the Hazardous Materials section below).
- e) No portion of the sidewalks, entries, passageways, doors, aisles, elevators, vestibules, or ways of access to the public utilities of the Facilities will be

permitted to be obstructed or used for any purpose other than ingress and egress, nor will any windows, ventilators, or lighting fixtures be obstructed.

- f) MECA personnel will review the proposed plan for general conformance to the License Agreement and MECA Rules and Regulations. Licensee will provide any additional planning information MECA requests for its review of plans. MECA may be required to make changes in Licensee's proposed plans to attain the safe and orderly operation of the Facilities, compliance with the License Agreement and MECA Rules and Regulations, and coordination of the use of common areas by Licensee and other users. The Licensee may not make material changes to its proposed plans submitted to MECA without MECA's prior written consent. The Licensee shall conduct its event in the Facilities in substantial compliance with the plans approved by MECA.

## **12. FREIGHT OR SHIPMENT OF MATERIALS**

- a) MECA will not accept any freight shipments prior to the Licensee Agreement move-in/setup date(s), unless approved in writing by MECA. If any freight arrives at MECA managed facilities prior to the show move-in day without a service contractor or drayage company specified, it will be transferred to MECA's preferred in-house shipping company and the shipper will incur storage and delivery fees at their standard charge rates or the shipment may be refused. Contact information for the package(s) must be clearly labeled on the exterior of the package(s). If this information is not clearly visible, the package(s) may be refused.
- b) To avoid potential shipment refusal, prior arrangements are to be made with a service contractor or drayage company to handle freight requirements. Any freight arriving at MECA managed facilities on the show move-in day without a service contractor or drayage company specified, will be handled by MECA's preferred in-house shipping company. The shipper will incur handling fees at their standard charge rates.
- c) All materials, equipment or freight, sent to the Facilities during contracted move-in must be clearly marked to indicate the intended receiver and the name of the event.
- d) Registration materials, handout literature, or event-related equipment such as furniture rental, plants, special decorations, etc., should be directed to the attention of the show manager or official service contractor.
- e) MECA will not accept C.O.D. deliveries.
- f) All materials, equipment and/or freight are to be delivered and removed at the loading dock or event-related entrance, as designated by MECA.

## **13. GRATUITIES**

MECA prohibits its employees from accepting gifts, gratuities, or other favors from parties doing business with MECA. The Licensee and its exhibitors should be aware of this rule and refrain from any such activities.

## 14. HAZARDOUS MATERIALS

- a) Before, during, and after the Licensee's event, the Licensee and its exhibitors must handle, transport, remove, and dispose of all hazardous materials (including, but not limited to, open flames, gasoline, hazardous waste, medical waste, hazardous, toxic, and/or regulated substances) in a safe, proper, and lawful manner.
- b) The Licensee must notify MECA at least 90 days prior to the first day of the License Period if the Licensee, one of its exhibitors, or one of its service contractors intends to bring hazardous materials in, on, or about the Facilities during the License Period. The Licensee must also provide to MECA a copy of the applicable Material Safety Data Sheet (MSDS) for such hazardous material. MECA may also require the Licensee to implement a plan for handling any releases or threats of release of such hazardous material in, on, under, or about Qwest Center Omaha.
- c) MECA and the City of Omaha Fire Inspections Office must approve the use of any hazardous materials. Examples of these include welding materials, lasers, cooking grease, natural gas, combustible materials such as hay bales, and all heat sources used for cooking and heater demonstrations. Liquid propane is not allowed in the building. Appropriate safety shields and/or other protection must be utilized in all cases where sparks, etc. could cause injury to bystanders. Material-specific fire extinguishers must be present for all hazardous materials.
- d) All cooking devices will be required to have noncombustible, rigid, splash guards in order to isolate the cooking devices from other combustible materials and the public. These splash guards shall be of a noncombustible material approved by the Bureau of Fire Prevention. All splash guards shall be strategically placed to protect all draperies, other combustibles, flammable exposures, and the public.
- e) All deep-fat fryers, grills and other cooking devices shall be U.L. or F.M. approved and of good commercial quality. All electrical cords to power these devices shall be of commercial grade and in good repair.
- f) All exhibitors using the larger style, commercial grade grills and deep-fat fryers shall be equipped with fixed automatic fire protection equipment. These systems shall have been installed, serviced and tagged as well as maintained by a recognized fire equipment dealer. Examples of equipment requiring this protection: all deep-fat fryers, donut fryers, funnel cake fryers, etc. Failure of any exhibitor to meet the above criteria will result in immediate discontinuation of all cooking operations in that particular exhibitor's booth.
- g) Exhibitors shall be allowed to have a maximum of two 12" X 12" electric skillets for cooking at the back of their booths. Oil depth shall be limited to one eighth of an inch. This type of cooking shall be limited to heating of food products and stir fry type cooking. Each booth with this type of cooking shall be equipped with a highly visible 2A10BC portable fire extinguisher near these cooking devices.

- h) It shall be the responsibility of the licensee to meet with the City of Omaha Fire Inspections Office at a minimum of thirty days prior to the event to establish these requirements. The intent of this matter is to strategically locate the higher hazard items in a part of the building that in the event of a fire, fire suppression forces would have easy access to this equipment.

## **15. INFORMATION TECHNOLOGY SERVICES**

### **a) Telephone Service**

1. All lines provide for unlimited local calling.
2. Domestic (US) long distance calls will be billed at the prevailing per minute rate. International calling is available by contacting the MECA Information Technology Department. International calls will also be billed at the prevailing per minute rate.
3. A non-refundable deposit will be required in advance for long distance access.
4. Exhibitors requesting long distance service must have a credit card on file with the Service Desk prior to service being activated. Any long distance charges incurred in excess of the deposit will be charged to this credit card at the end of the show.
5. MECA is not responsible for incompatibility issues with customer or third party equipment.

### **b) Internet Service-Qwest Center Omaha**

1. Due to the shared nature of the Qwest Center Omaha broadband internet service, MECA will not be responsible for the security or loss of data, nor does MECA provide any kind of Anti-Virus solution on a private or shared network/VLAN. Private connections such as VLANs and dedicated T-1s are available and listed on the order form.
2. An Intrusion Detection System (IDS) is utilized to monitor the Qwest Center Omaha network. Any Exhibitor found attempting to gain access to unauthorized network resources will be disconnected immediately and subject to removal from the building.
3. Wireless networks are strictly forbidden without the express written permission of MECA. If an unauthorized wireless network is found, MECA reserves the right to disconnect the device in order to prevent service disruption to customers utilizing the facility.
4. MECA is not responsible for incompatibility issues with customer or third party equipment.
5. High-Speed Internet connectivity provided at Qwest Center Omaha includes web browsing and internet e-mail. Other services (i.e. VPN, Video/Audio Conferencing, Corporate E-Mail access, etc.) must be requested, configured and tested at least two (2) business days prior to the

date that the event moves in.. Please contact the Information Technology Department with any questions or to request additional services.

## **16. INSURANCE REQUIREMENTS**

For all events, Licensees shall provide and maintain in full force and effect, insurance coverage, as listed in the License Agreement. A Certificate of Insurance must be received no later than 14 days prior to the first day of move in.

## **17. KEYS AND LOCK CHANGES**

- a) Any keys required by the Licensee or Licensee's service contractors will be subject to a key deposit. Request for keys or lock changes should be made through the Event Coordinator. All keys must be returned on the final day of the event.
- b) All or part of the key deposit will be retained if keys are not returned.
- c) Under no circumstances are keys to be duplicated.
- d) A fee will be charged for lock changes and unreturned keys.

## **18. LOADING DOCKS**

Loading dock bays or areas will be allocated according to event need. MECA personnel assigned to your event will determine assigned space.

## **19. MOTORIZED EQUIPMENT (also see VEHICLES)**

- a) Authorized MECA personnel will operate all MECA equipment. No persons may authorize the use or transportation of any equipment, furnishing, or other article which is the inventoried property of MECA, for any group, organization, or party of any description or type whatever, to any place or places outside the immediate confines of the Facility.
- b) The Licensee or Licensee's service contractor is required to ensure that all equipment operated in the Facilities does not drip oil or any other staining solutions. Any vehicle that drips oil or staining solutions will be removed immediately from the Facility.
- c) The Licensee will be charged for any and all costs incurred for cleaning or removing stains.
- d) No one, other than designated persons of the official service contractor(s) for the Licensee's event, are authorized to operate any motorized cart, lift equipment, etc., of such service contractor in the Facilities.
- e) Any person(s) operating motorized equipment must have a valid driver's license.
- f) Under no circumstances are motorized vehicles to be operated on any areas in the Facilities, other than the exhibit halls, without written approval from MECA Management.

- g) Service contractors are required to provide all equipment needed for the handling of freight.

## **20. NO SMOKING POLICY**

Qwest Center Omaha and the Omaha Civic Auditorium are smoke-free facilities.

## **21. OBJECTIONABLE CONDUCT**

Any performer, visitor, invitee, or other person whose conduct is objectionable, disorderly or disruptive to the use of the Facility, as determined by MECA in its sole discretion, may be refused entrance or may be ejected from the Facility.

## **22. PYROTECHNICS**

No pyrotechnics shall be used unless a proper permit is obtained from the Omaha Fire Department, and written authorization from MECA management is obtained. The Licensee may incur an additional cleaning charge.

## **23. RIGGING**

All rigging within the Facilities must be approved in advance by MECA. A plan showing location, weight, and intent of rigging must be provided. Specific rigging information for all areas of the Facilities is available upon request.

## **24. SPECIAL DECORATIONS, SIGNS AND THEMED MATERIALS**

- a) The location and method of installation of any special decorations or signs must be approved by MECA prior to installation.
- b) All special decorations or signs left in the Facilities at the conclusion of an event will be considered refuse. All special decorations or signs that the Licensee wants to save must be removed at the conclusion of the event.
- c) Under no circumstances are helium balloons or adhesive-backed decals to be given away or permitted to be used in the Facilities.
- d) Any costs incurred by MECA because of the use or removal of these items, will be charged to the Licensee.
- e) All moveable walls in Qwest Center Omaha will be installed and removed by MECA personnel.
- f) Tabletop Décor – All candles must be enclosed in glass or metal container 3” above the flame.
- g) Cut trees are not permitted, unless they have a root ball at the base of the tree and are specifically approved by MECA.
- h) Hay bales must be sprayed with fire retardant and inspected by the Fire Marshall prior to the building opening to the public.
- i) Use of glitter, confetti or streamers must be approved in advance by MECA. If approved, Licensee will be charged for any extra cleaning required due to use of such decorations.

- j) Banners or signage may not be attached to the exterior of the Facilities. Hanging of any interior banners must have MECA management approval.
- k) MECA personnel will operate the Qwest Center Omaha marquee. MECA will have final approval of all marquee messages. Any expenses incurred will be invoiced to the Licensee.
- l) Cotton candy machine use is prohibited in the Convention Center. Snow cone makers and the use of dry ice shall require a protective floor covering in the working area of these machines and/or products.
- m) Game themed activities may require precautionary measures to protect the facility and its patrons.

## **25. TAPE / ADHESIVE-BACKED MATERIAL**

- a) Tape and adhesive-backed materials are not allowed on Qwest Center Omaha carpeted surfaces without prior approval by MECA.
- b) Use of tape on any wall surface, glass, or equipment is prohibited.
- c) If MECA approval is obtained, the Licensee and Licensee's service contractor(s) are responsible for the removal of all tape and tape residue from any surface area, including but not limited to the exhibit hall floor, wall surfaces, glass and service equipment. If the Licensee fails to remove tape and tape residue, the Licensee shall reimburse MECA for the costs incurred to remove such tape or residue.

## **26. VEHICLES**

- a) Vehicles are not permitted inside the Facilities for loading/unloading without the prior authorization of MECA management.
- b) Vehicles which are part of a display will be allowed in the Facilities, after conforming with all fire/safety rules and regulations, which include:
  - Specific area for vehicles is identified on the floor plan.
  - The vehicle engine will not be operated when the building is occupied.
  - A maximum of 5 gallons of fuel per vehicle when entering the building.
  - The fuel fill cap is secured with a lock-type or securely taped with a material that is non-petroleum soluble.
  - The battery cables are disconnected from the battery and the battery terminal will be securely covered.
  - The vehicle will be securely locked when unattended.
  - An approved fire extinguisher will be located in the immediate vicinity.
  - The Fire Marshall's Office may inspect the vehicles prior to the building being opened to the general public.
- c) All required permits and related fees are the responsibility of the Licensee to obtain.

## **27. WEAPONS**

Weapons, of any type, are prohibited from being brought into the Facilities. The sole exception to this policy is the display of such items within an exhibit – and in those occasions, MECA approval is required.