

**LICENSE AGREEMENT FOR LOS ANGELES CONVENTION CENTER
Consumer Shows**

License No.:

Date Issued:

THIS AGREEMENT is executed between **AEG MANAGEMENT LACC, LLC ("Operator")**, and **NAME IN CAPS ("Licensee")**

/ / Corporation

/ / Partnership

/ / Other: _____

RECITALS

- **Operator manages, operates and maintains the Los Angeles Convention Center (the "Center") on behalf of the City of Los Angeles, a municipal corporation (the "City"), under rights granted by and obligations imposed under an agreement between the City and Operator.**
- **Licensee desires to use space in the Center for the purpose and upon the terms hereinafter provided.**
- **The Authorized Areas will be used by the Licensee and its authorized and approved exhibitors ("Exhibitors") and may be available to other persons ("Invitees").**

NOW, THEREFORE, Operator hereby permits **Licensee** and **Licensee** agrees to use those areas of the **Center** as hereinafter described ("Authorized Areas") for the term, at the fees and upon the terms, covenants and conditions hereinafter set forth:

1. **Authorized Areas and Term. Operator** grants to **Licensee** permission to use the following described Authorized Areas at the **Center**, including corridors for ingress and egress, during the dates and times indicated. **Operator** reserves the right to control all Lobby Areas. **Operator** will permit **Licensee** to use those areas of the Lobby as it deems appropriate.

EVENT:

AREA/RENTAL CHARGES	USE	DATES	DAY(S)	HOURS
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EVENT DATES:

EVENT HOURS:

2. Fees. For the use of the Authorized Areas, **Licensee** shall pay to **Operator**:

(A) Minimum fee of: _____ AMOUNT IN WORDS

ADDENDUM(S): SEE ATTACHED

MINIMUM BALANCE FOR DETERMINING DEPOSIT: NUMERICAL AMOUNT OF RENT

Operator's Initials

Licensee's Initials

3. **Mode of Payment.** Licensee agrees to pay Operator at Operator's office in the Center, by certified or cashier's check payable to the Los Angeles Convention Center as follows:

- 1) **ONE-THIRD OF TOTAL RENT DUE WITH SIGNED LICENSE AGREEMENT.**
- 2) **ONE-THIRD OF TOTAL RENT DUE ONE (1) YEAR OUT.**
- 3) **ONE-THIRD OF TOTAL RENT DUE SIX (6) MONTHS OUT.**

Licensee shall pay the balance of all fees and charges under Paragraphs 2 and 7 within thirty (30) days of invoice. If Licensee fails to pay any amounts when due under this agreement, it shall pay to Operator a late charge of 1.5% per month on the unpaid balance. Operator is not obligated to pay interest on any deposit called for by this agreement.

4. **Liquidated Damages.** If Licensee cancels any event (or portion of the event) covered by this agreement, Licensee agrees to pay the Operator the following amounts as liquidated damages and not as a penalty, and the parties agree that such amounts constitute reasonable provision for liquidated damages:

- (A) If Licensee cancels more than one (1) year before the first scheduled day of move-in for the event, one third (1/3) of the rack rental as shown in paragraph 2 shall be payable to Operator as liquidated damages within ten (10) days of invoice.
- (B) If Licensee cancels more than six (6) months before the first scheduled day of move-in for the event, but less than one (1) year before the first scheduled day of move-in for the event, one half (1/2) of the rack rental as shown in paragraph 2 shall be payable to Operator as liquidated damages within ten (10) days of invoice.
- (C) If Licensee cancels less than six (6) months before the first scheduled day of move-in for the event, the entire rack rental as shown in paragraph 2 shall be payable to Operator as liquidated damages within ten (10) days of invoice.

5. **Use of Facilities.**

- (A) The Authorized Areas shall be used for an event to be called a Consumer Show and only for the purpose of a Consumer Show.

A Consumer Show is an event, which is open to the general public.

- (B) **Notice of Event Requirements: Floor Plans.**

No later than sixty (60) days before the first day of the event, Licensee shall provide the Event Manager six (6) copies of a full and complete floor plan for the event for approval by Los Angeles Convention Center Fire Marshal, and, if requested, furnish a description of all electrical, communications systems, audio\visual requirements and plumbing work. Licensee shall provide Operator and the Los Angeles Fire Department with all other information required by Operator concerning the event such as room or hall set-ups, staging, and Food and Beverage requirements no later than thirty (30) days before the first day of move-in of the event. In no event will Operator or the Los Angeles Fire Department be responsible for any injury, harm, or damage arising from the late delivery of any such information. If Licensee fails to provide this information as required it shall pay to Operator the cost of Operator's additional labor and any other fees arising from such delay. Operator shall be the sole judge of what additional labor or fees are required as a result of the delay.

Licensee acknowledges that it bears the sole risk of loss if it sells exhibit space before performing all of its obligations under this agreement, including but not limited to payment of all fees due under this agreement, obtaining Los Angeles Fire Marshal's approval of floor plans, supplying certificates or policies of insurance pursuant to paragraph 8.

Operator's Initials

Licensee's Initials

- (C) **Licensee** shall not use the **Center** or permit it to be used by any employee, agent exhibitor or invitee:
- (i) For any illegal purpose;
 - (ii) In conflict with any applicable law, ordinance, rule or regulation of any governmental authority;
 - (iii) In any manner which could weaken the insurance or increase the rate of insurance on the **Center**;
 - (iv) In any manner which constitutes any waste or nuisance;
 - (v) In any manner which causes injury to the **Center**; or
 - (vi) In violation of **Operator's** Rules and Regulations, as such may exist from time to time.
- (D) **Licensee** shall conduct business in the Authorized Areas in a dignified and orderly manner with full regard for public safety and in conformity with **Operator's** Fire and Safety Regulations as such may exist from time to time. **Licensee** agrees that it will not allow any employee, agent, Exhibitor, contractor, or invitee at, in or about the **Center** who shall, upon reasonable, non-discriminatory grounds, be objected to by **Operator**, and such person's right to use the **Center** may be revoked immediately by **Operator**. More detailed rules relating to the use of the **Center** are contained in **Operator's** Facilities General Rules and Regulations (attached).

6. **Services Provided by Operator for Minimum Fee.** **Operator** shall furnish, without cost to **Licensee**, normal heat or air conditioning on event days, overhead lighting on event days, work lights during move-in and move-out, marquee, restroom facilities, janitorial services consisting of cleaning of common public areas including all permanent restrooms, and one set-up for the event in halls, meeting rooms, or banquet areas provided that **Licensee** complies with the requirements of paragraph 5B.

7. **Other Services.** **Licensee** shall separately pay for all services, equipment, and personnel ("Services") not specifically covered by paragraph 6.

Exclusive services include: telecom, cable tv, satellite and internet services (including wiring, fiber and all labor and materials), food and beverage (concessions and catering), house sound and meeting room lighting (equipment and labor) and theatrical rigging in Petree or Concourse Halls.

Services that must be provided by pre-approved vendors only include: electrical, plumbing, first aid, rigging and event security,

Operator will provide **Licensee** with a written estimate of all charges for services to be provided by **Operator** and may revise such estimate from time to time. **Licensee** must deposit the total amount of the original estimate and any increases no later than five business days prior to the first move-in day for the event.

Operator reserves the right at any time to increase the security staffing levels for the event, the cost of which will be borne by **Licensee**. **Operator** may request **Licensee** to increase or change its security arrangements and **Licensee** shall promptly comply with such request.

8. **Insurance.**

- (A) **Licensee** agrees, at its sole expense, to procure and maintain during the term of this License Agreement:
- (i) Commercial General Liability insurance, on an occurrence form, including blanket contractual liability, products and completed operations coverage, fire legal liability coverage, personal & advertising injury coverage (including but not limited to libel, slander, defamation of character, and discrimination) for the mutual benefit of Licensee, Licensor, the owners of the Licensed Areas and their contractors, successors and assigns, against all claims for personal injury, death or property damage in or about the Licensed Areas arising in the amount of \$1,000,000 per occurrence, \$5,000,000 in the aggregate. In the event there are pyrotechnics, fireworks or fire displays as contained in Section 17 (c), the certificate of insurance shall evidence such coverage and with limits specific therein;
 - (ii) Commercial Automobile Liability insurance, on an occurrence basis covering all owned, non-owned, hired & leased vehicles with a limit of not less than \$1 million per occurrence covering bodily injury and property and physical damage; and
 - (iii) following form Umbrella or Excess Liability coverage with a limit of \$4,000,000 per occurrence in excess of \$1,000,000.

Operator's Initials

Licensee's Initials

- (B) In the event **Licensee** exploits the Event, media liability insurance coverage as respects errors and omissions resulting from any broadcast emanating from the Licensed Areas or in any way pertaining or related to the Event, with contractual liability endorsements for the mutual benefit of **Licensee, Operator,** the owners of the Licensed Areas and their respective contractors, successors and assigns, against all claims for personal injury and errors and omissions liability including without limitation defamation of character, libel, slander and other similar causes of action, with policy limits of not less than \$5,000,000 per occurrence. Such insurance can be written on a Claims Made basis providing an extended reporting period of not less than 2 years is provided.
- (C) The insurance policies set forth in (a & b) above shall name as Additional Insureds : (i) AEG MANAGEMENT LACC, LLC (ii) the City of Los Angeles, their respective affiliates, licensees, lenders and contractors, as well as each of their respective officers, directors, partners, members, shareholders, employees, agents, representatives, successors and assigns, hereinafter the "Indemnitees." All such insurance shall be primary and non-contributing to insurance maintained by Licensor.
- (D) **Licensee** agrees, at its sole expense, to procure and maintain during the term of this License Agreement, Workers Compensation insurance in accordance with statutory limits and Employers Liability at a limit of \$1 million per occurrence covering all employees, performers, participants and other personnel of the Event (other than such persons as are employed by Licensor and its respective affiliates), which shall be evidenced on the certificate of insurance required to be provided in accordance with Section 10(g) below. Such insurance shall include a waiver of subrogation in favor of Licensor.
- (E) **Licensee** shall obtain and maintain a Personal Property Floater and/or Miscellaneous Equipment insurance coverage on all of **Licensee's** personal property, trade fixtures, and **Licensee's** owned alterations, utility installations and third party property damage. Such insurance shall be full replacement cost coverage with a deductible of not more than \$2,500.00 per occurrence. The proceeds from any such insurance shall be used by **Licensee** for the replacement of personal property, trades fixtures and Licensee owned alterations and utility installations. **Licensee** shall provide **Operator** with written evidence that such insurance is in force and shall causes its insurers to a waiver of subrogation in favor of **Operator**.
- (F) **Licensee** shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Licensee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent licensees in the business of Licensee or attributable to prevention of access to the Licensed Areas as a result of such perils.
- (G) **Operator** makes no representation that the limits or terms of coverage of insurance specified herein are adequate to cover **Licensee's** property, business operations or obligations under this License Agreement.
- (H) The insurance shall provide for coverage from the Move-in Time (or, if earlier, such time as Licensee initially occupies or makes use of any portion of the Licensed Areas) through, and including, the Move-out Time (or, if later, such time as Licensee completely quits and surrenders the Licensed Areas). There will be no charge to **Operator** for such coverage and a certificate of insurance evidencing such coverage shall be furnished to **Operator** prior to the Move-in Time. Said policy of insurance and endorsements shall provide that the policy of insurance cannot be canceled without 15 days prior written notification to **Operator**. Said insurance shall not restrict or limit the coverage of the additional insureds. If **Licensee** fails to provide **Operator** with the required certificate of insurance at least five (5) business days prior to the Move-in Time, Licensor may, in its sole and absolute judgment, either (i) acquire, at **Licensee's** expense, such insurance as Licensor determines in its sole judgment to be necessary in order to protect the Indemnitees from any of the matters to be covered under subparagraph (a) above, or (ii) treat such failure as a default by **Licensee** and terminate this License Agreement effective as of the Move-in Date.
- (I) All insurance shall be effected by valid and enforceable policies issued by insurers of responsibility, licensed to do business in the State of California, such responsibility and the insuring agreements to meet with the reasonable approval of Licensor. An insurer with a current A.M. Best rating of at least AVI or better shall be deemed to be acceptable. Receipt by **Operator** of a certificate of insurance, endorsement

Operator's Initials

Licensee's Initials

or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same nor is any verbal agreement to modify same permissible or binding. Any agreement to amend this provision of this License Agreement must be in writing signed by the parties.

(J) At the request of **Operator**, **Licensee** shall promptly furnish loss information concerning all liability claims brought against Licensee (or any other insured under Licensee's required policies), that may affect the amount of liability insurance available for the benefit and protection of the Indemnitees under this License Agreement. Such loss information shall include such specifics and be in such form as Licensor may require.

9. **Indemnification.** **Licensee** agrees to indemnify, hold harmless and defend AEG MANAGEMENT LACC, LLC, the City of Los Angeles and their respective members, officers, directors, agents and employees ("Indemnified Parties") from and against any and all liabilities, damages, actions, costs, losses, claims, and expenses (including attorney's fees) on account of personal injury, death or damage to or loss of property or profits arising out of or resulting, in whole, or in part, from any act, omission, negligence, fault or violation of law or ordinance of **Licensee** or its employees, agents, subcontractors, Exhibitors, or invitees or any other person entering the **Center and all Center Property** with the implied or express permission of **Licensee**. Such indemnification by **Licensee** shall apply unless such damage or injury results from the sole negligence, gross negligence or willful misconduct of **Operator**, its employees or subcontractors.
10. **Waiver of Claims.** **Licensee** assumes full responsibility to safeguard display booths, advertising material, goods held for display or sale and all other property, owned or used by **Licensee** or any of its Exhibitors or Invitees. **Licensee** hereby waives any claims against **Operator** and the persons and Indemnified Parties described in paragraph 9 for damage to or loss of the property enumerated above, unless such damage or loss results from the sole negligence, gross negligence or willful misconduct of **Operator**, its employees or subcontractors.
11. **Repair and Return of Facilities.** **Licensee** shall pay all costs to return the **Center** to **Operator** in the same conditions received, as well as any costs to repair or replace property at the **Center** damaged or lost during the term of this agreement, normal wear and tear excepted or unless the **Center** or property at the **Center** is damaged or lost as a result of the sole negligence, gross negligence or willful misconduct of **Operator**, its employees or subcontractors. This paragraph applies to any damages caused by I and D companies and related contractors (see paragraph 28).
12. **Taxes and Fees.** **Licensee** agrees to pay promptly all sales, use, excise and any other taxes and any license fees which are required to be paid by **Licensee** to any governmental or accepted licensing authority and at **Operator's** request shall provide evidence of such payment to **Operator**.
13. **Food and Beverage.** Levy Restaurants is the exclusive food and beverage provider for both concessions and catering at the Los Angeles Convention Center. Levy reserves the right to sell, at its discretion, food and beverage, including alcohol, in any unused space within the facility for this purpose.
- Levy requires full payment for all catered services, at least seven business days prior to the first day of move-in for the event. The amount due will be based on total estimated catering orders for the entire event. Additional services ordered on-site must be guaranteed by credit card or paid company check. Minimum guarantees may apply for special services, set-ups and concessions. Please contact Levy at 213/765-4480 for further information.
14. **Non-Discrimination.** **Licensee** agrees not to discriminate against any employee or any applicant for employment because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services or privileges offered to or enjoyed by the general public.
15. **Force Majeure.** Either party may terminate or suspend its obligations under this agreement if such obligations

Operator's Initials

Licensee's Initials

are delayed, prevented or rendered impractical by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is prevented or rendered impractical:

Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, labor disputes, terrorism, strikes, war, shortage of or inability to obtain materials, supplies or utilities, any law ordinance, rule or regulation.

In any such event such party shall not be liable to the other for delay or failure to perform its obligations, except there shall be a prorata reduction in the consideration which would otherwise be payable or otherwise due under this agreement.

16. **Operator's Right of Entry.** In permitting the use of the Authorized Areas, **Operator** does not relinquish and does hereby retain the right to enforce all rules for the management and operation of such space. Representatives of **Operator** and City may enter the authorized areas at any time and on any occasion without any restrictions whatsoever. All space at the **Center** shall at all times be subject to **Operator's** right to control.
17. **Non-Exclusive Use.** **Operator** shall have the right to use or permit the use of any portion of the **Center** not granted to **Licensee** under this agreement to any person, firm, or entity regardless of the nature of the use of such other space. This right shall be subject to **Operator's** prudent business judgment.
18. **Abandonment or Vacation of Facility.** If any part of the **Center** covered by this agreement becomes vacant or is not used by **Licensee**, **Operator** may offer such space to others. In that event, all income from the relicensed space shall belong to **Operator**.
19. **Default.** If **Licensee** defaults in the performance of any of the terms or conditions of this agreement, or any other agreement between **Licensee** and **Operator**, including payment of fees and maintenance of required insurance in strict accordance with this agreement, then **Operator**, at its option, may immediately terminate this agreement by written notice to **Licensee**, whether or not **Licensee** has previously entered into contracts, including contracts for exhibit space, whereupon **Licensee's** rights and privileges under this agreement shall immediately terminate. **Operator** may also terminate any other contracts with **Licensee**. In addition, **Licensee** shall be liable for all damages caused by such default, including liquidated damages.
20. **Suit to Enforce.** If either party institutes suit or other proceeding against the other party for the fees provided herein or otherwise to endorse or seek damages with respect to a default under this agreement, the prevailing party shall be entitled to recover all damages provided by law or under this agreement and, in addition, all costs and reasonable attorney's fees.
21. **Cumulative Remedies.** All rights, powers and privileges conferred hereunder upon **Operator** shall be cumulative and shall not be restricted to those given by law.
22. **Assignment.** **Licensee** may not assign this agreement or any interest therein or permit the use of the Authorized Areas or any part thereof without prior written consent of **Operator**. Any attempted assignment without the prior written consent of **Operator** shall be null and void.
23. **Notices.** Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing and delivered personally, or sent by first class mail, facsimile or by e-mail as follows:

To Operator: In care of AEG MANAGEMENT LACC, LLC
at the Los Angeles Convention Center
1201 S. Figueroa St.
Los Angeles, CA 90015

Attention: General Manager

To Licensee: Insert Licensee's Address

Operator's Initials

Licensee's Initials

Mailed notice shall be deemed to have been given upon the deposit of same in any United States mail post office box, with postage prepaid, addressed as set forth above. The addresses for the purposes of this paragraph may be changed by giving written notice of such change in the manner provided herein for giving notice. Unless and until written notice is received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder.

24. **Rules and Regulations.** **Operator's** General Rules and Regulations are hereby incorporated into this agreement on pages 9 - 11. Additionally, the Event Planning Guide (available on line) contains building operating procedures, rules and regulations. **Operator** reserves the right to change such rules and regulations in writing from time to time and will provide **Licensee** with such changed rules and regulations which shall be binding upon **Licensee**.
25. **Entire Agreement.** Except as provided, this document contains or refers to the complete and exclusive agreement between the parties, and it is intended to be a final expression of their agreement. No promise, representation, warranty or covenant not included in this document has been or is relied upon by any party. Each party has relied upon its own examination of the full agreement and the provisions thereof and the counsel of its own advisors, and the warranties, representation, and covenants expressly contained in the Agreement itself. No modification or amendment of this agreement shall be in force of effect unless in writing executed by all parties hereto.
26. **Headings.** The headings used in this agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this agreement nor the intent of any provision thereof.
27. **Installation and Dismantling Companies (I and D Companies).** **Licensee** assumes full responsibility for all acts or omissions of all I and D Companies and related contractors providing services to **Licensee's** Exhibitors. **Licensee** will assure that such I and D Companies will fully comply with all terms and conditions of **Operator's** Rules and Regulations (see pages 9 - 11) and will be financially responsible for any non-compliance by I and D Companies.
28. **American with Disabilities Act (ADA).** **Operator** and City warrant that the **Center** shall be in compliance with the requirements of the Americans with Disabilities Act (ADA) of 1990 and related amendments and regulations. **Center** shall be responsible for permanent facility access accommodations such as, but not limited to, wheelchair ramps, elevator standards, door width standards and restroom accessibility. **Licensee** shall be responsible for all non-permanent accessibility requirements such as, but not limited to, seating accessibility, wheel chair access and auxiliary aids for visually and hearing impaired and mobility.
29. **Advertising.** **Operator** has established advertising rates for banners, signs, displays, images, balloons, electronic sign messages and other advertising medias, which are hung, erected, inflated, displayed, affixed or installed in the public areas within and the exterior of the Center. Advertising signs installed on the premises must have prior approval of the General Manager as to size, number, quality, content and method of hanging. Rates are on file in the General Manager's office. **Licensee** agrees to pay the rate in effect at the time for all of the advertising signage installed on the premises.
30. **Interruption or Termination of Event.** The Operator shall retain the right to cause an interruption of any performance, in the interest of public safety, and to likewise cause the termination of such performance(s) when, in sole judgment of the Operator, such act is necessary in the interest of public safety.
31. **Approval of Performer(s).** The Operator retains the authority, power and right to approve any and all performer(s) Licensee schedules to appear in the Center. Licensee agrees that it shall not publicize any for form of advertising or promotional endeavors prior to obtaining this approval from the Operator. Operator's General Manager shall have full and final authority to enforce this paragraph, including but not limited to; requesting signed contracts of any and all of Licensee's scheduled performer(s).
32. **Complimentary Tickets.** **Licensee** to provide **Operator** with a minimum of 20 complimentary tickets per event

Operator's Initials

Licensee's Initials

day.

RECEIPT OF RULES:

Licensee hereby acknowledges receipt of **Operator's** Facilities General Rules and Regulations and agrees to be bound by such Rules and Regulations as well as the procedures outlined in the Event Planning Guide.

APPROVAL OF CONTRACT:

This agreement is not binding upon **Operator** until signed on behalf of **Operator**. It will be effective on the date that it is executed by **Operator**.

EXECUTED:

OPERATOR:
AEG MANAGEMENT LACC, LLC

LICENSEE:

By: _____
Brad Gessner, General Manager

By: _____

Print Name & Title: _____

Date: _____

Date: _____

Operator's Initials

Licensee's Initials

LOS ANGELES CONVENTION CENTER

GENERAL RULES AND REGULATIONS

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1. **Licenses or Permits.** If any governmental license or permit is required for the proper and lawful conduct of Licensee's business or other activity carried on, in or at the Authorized Areas or if failure to obtain such a license or permit might in any way affect the operations of the Facilities, then Licensee, at its own expense, shall obtain and maintain such license or permit and submit the same to inspection by Operator. Licensee, at its sole cost and expense, shall at all times comply with the requirements of each such license or permit.
 2. **Compliance with Laws.** Licensee shall, at its own expense, promptly comply and cause its employees, agents, contractors, exhibitors, patrons and invitees to comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and local governments, departments, commissions, boards and officers and to conform in all respects with the City of Los Angeles Fire Department Management Plan for the facilities as in effect from time to time, with particular reference to such Plan's Exhibition Guidelines.
 3. **Failure to Vacate/Removal of Property.** Upon the expiration or sooner termination of the agreement hereof, Licensee shall immediately remove all goods, wares, merchandise, property and debris owned by Licensee or which Licensee has placed or permitted to be placed on or at the Facilities. Any such property not so removed shall be considered abandoned and, at Operator's option, be removed and stored by Operator at Licensee's expense or disposed of in any manner Operator deems expedient. Licensee hereby waives all claims for damage resulting from such removal, storage and disposal of such property and indemnifies Operator from any damages or costs including reasonable attorney's fees resulting from such storage and disposal. If Licensee's failure to vacate results in any additional costs or damages to subsequent users, Licensee shall be responsible for all such related costs.
 4. **Protection of Facilities.** Licensee will not permit anyone to drive any nails, hooks, tacks or screws in any part of the Facilities or to alter the Facilities in any respect. Without limiting the above, Licensee will not permit anyone to affix any material to the walls, floors, columns, doors or ceilings or to alter the Facilities in any respect without prior written approval by Operator. If, with or without Operator's approval, Licensee damages the Facilities it will pay Operator the cost of repair or replacement.
 5. **Property of Operator.** Licensee may not use or transport any equipment, furnishings or other property belonging to Operator, or the City of Los Angeles, to any place outside the Facility itself.
 6. **Attendance Capacity.** In no event shall attendance be permitted in excess of the established capacity of the Authorized Areas. Licensee shall not admit a larger number of persons than can safely and freely move about in the Authorized Areas; the decision of the Operator and/or the Los Angeles Fire Department in this respect shall be final.
 7. **Evacuation of Facility.** If it becomes appropriate in the judgment of Operator to evacuate the premises because of a bomb threat or for other reasons of public safety, then, after such evacuation, the Licensee may continue to use the premises for sufficient time to complete presentation of the event without additional fees providing such time does not interfere with another Licensee. If it is not possible to complete presentation of the event, fees shall be prorated or adjusted at the discretion of the Operator and the Licensee hereby waives any claim for damages or compensation from the Operator.
 8. **Designated Entrances.** All persons, articles, exhibits, fixtures, displays and property of every kind shall be brought into and out of the Facilities only at designated and approved entrances and exits. All such entrances and exits shall be subject to Operator's control.
 9. **Crate Storage.** All crates and related materials shall, at Licensee's expense, be removed from the Authorized Areas before the opening day of Licensee's scheduled event.
 10. **Flammable Materials.** No flammable materials, such as bunting, tissue paper, crepe papers, etc., will be permitted

Operator's Initials

Licensee's Initials

to be used for decorations and all materials used for decorative purposes must be treated with flame-proofing and be in accordance with the Operator's Fire and Safety Rules and Regulations.

11. **Public Safety.** Licensee agrees not to bring onto the premises any material, substance, equipment or object which is likely to endanger the life of, or to cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon without the prior approval of the Operator. The Operator shall have the right to refuse any such material, substance, equipment or object to be brought onto the premises and the further right to require its immediate removal therefrom if found thereon.

12. **Utility Connections.** Contracts for installation of electricity, plumbing or other utility services shall be made by Licensee with contractors designated by Operator in accord with Operator's prevailing practice. Any exception must be approved in writing by Operator. All such connections and related work will be at the expense of the Licensee, including any related costs incurred by Operator.

13. **Lost Articles.** Operator shall have the sole right to collect and have the custody of articles left in the premises by persons attending any performance, exhibition or entertainment event given or held in the Facilities, and the Licensee or any person in Licensee's employ shall neither collect nor interfere with the collection or custody of such articles.

14. **Tours.** Operator reserves the right to conduct tours of the Facilities during the period of occupancy in such a manner that the tours do not interfere with Licensee's event.

15. **Announcements.** Operator reserves the right to make such announcements as Operator deems necessary at any time in the interest of public safety.

16. **Advance Deliveries.** Operator shall not be obligated to accept delivery of Licensee's property addressed to Licensee at the Facilities except upon prior approval of Operator. Operator shall not be liable for damage to such property and Licensee shall indemnify and hold harmless Operator for and against any loss of or damage to such property and to any damage caused by such property to other persons or property.

17. **Signs, Banners and Posters.** The use, distribution and location of all signs, cards and posters are subject to Operator's review and control.

18. **Banners, Flags and Flagpoles.** The use of banners on the exterior of the Facilities is at the discretion of the Operator.

19. **Advertising.** All advertising of Licensee's event shall be accurate and true in all respects. All advertising space in the Facilities is the exclusive property of Operator. Advertising of events by Licensee in Facilities publications, readerboards or other advertising media under the control of Operator shall be provided as availability permits with no guarantee that such advertising space shall be available. The content of all advertising by Licensee is subject to approval by Operator in writing. All in-house publications and advertising in such publications are the exclusive property of Operator. Operator reserves the right to distribute its in-house publications to attendees within the Facilities.

20. **Copyrights and Proprietary Material.** Licensee shall obtain all necessary licenses and shall pay all costs and fees arising from the use of copyrighted music or dramatic materials, or any other property subject to any trademark, patent or other proprietary right which is used or incorporated in the event. Licensee shall indemnify, defend and hold Operator and all other indemnities designated in Paragraph 8 of the License Agreement harmless from any liability, claims or costs, including attorney's fees, arising from the use of any such materials or any claims of infringement or violation of the rights of the owner.

21. **Solicitations.** No collections or donations, whether for charity or otherwise, shall be made, attempted or announced on the premises without prior written approval of Operator.

22. **Opening Hours.** Licensee shall open doors for an event in accordance with advertised times.

23. **References.** Reference in these Rules and Regulations to "Operator" means AEG; to "City" refers to the City of Los Angeles; and, to the "Agreement" or "License Agreement" refers to Operator's License Agreement for Los Angeles

Operator's Initials

Licensee's Initials

Convention Center executed by Licensee. "Facility" refers to the facilities described in that Agreement. Other terms are defined in such License Agreement.

24. **Booth Cleaning.** Licensee may choose one of two options:

Option 1 –Operator will provide booth and aisle carpet cleaning services for the event. If this option is chosen, Operator will provide all cleaning services prior to, during, and upon completion of Licensee's event in all areas that are utilized including common areas, such as restrooms, lobby space, etc. (Tape removal will be billed back to Licensee's service contractor at the current prevailing rate).

Option 2 – Licensee will retain responsibility for booth and aisle carpet cleaning services. The premises are turned over to the Licensee under a "clean hall to clean hall" policy. Licensee will be responsible for the cleaning of areas including, but not limited to, areas utilized for purposes of offices or registration, loading dock(s), any Exhibit Hall floor space that is utilized, trash left in aisles or placed in receptacles located on the show floor, etc.. If Licensee fails to return the premises in a "clean hall" manner, including the removal of tape, Operator will perform the necessary services and it will be Licensee's responsibility to reimburse Operator for the costs that were incurred to provide such services.

Operator will maintain and clean all meeting room-areas, rest rooms, lobby space and concession areas throughout the term of the License Agreement at no additional cost to Licensee.

Licensee shall notify Operator in writing no later than 30 days prior occupancy of which Option that will be utilized for booth cleaning.

25. **Show Badges.** Licensee agrees to provide ten (10) all access badges per day to Operator for each event or performance covered by this agreement. Such complimentary badges shall be of Operator's choice and supplied to Operator at its office at least ten (10) working days before the first day of the event.

26. **Non-Smoking Facility.** Licensee agrees to uphold the "Non-Smoking" policy. Smoking is prohibited within the facility and **Licensee** will be held responsible for notifying its Exhibitors and Invitees.

27. **Novelty Fee.** Applies to any merchandise sold. Operator has exclusive to sell. Fee shall be 20/80 of gross receipts.

28. **Audio Visual.** Encore Event Technologies is the in-house preferred Audio-Visual and Computer equipment supplier at the Los Angeles Convention Center. It is also important to note that Encore Event Technologies is the exclusive operator of all in-house sound systems in the meeting rooms, ballrooms, and exhibit halls. Encore Event Technologies is required to provide all labor, audio equipment and microphones fed to these "house" sound systems.

Operator's Initials

Licensee's Initials