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Managed by 

RULES and

CONDITIONS

The following Rules and Conditions shall apply to any use of premises under the jurisdiction of the DETROIT REGIONAL CONVENTION FACILITY AUTHORITY, a Michigan public body corporate and politic, including Huntington Place, herein referred to as the "Building," and/or "Owner."

- (1) All charges and accounts payable to the Building or its contractors and concessionaires must be paid in full upon presentation of invoice unless other arrangements for payment are specifically authorized by the Building or its contractors or concessionaires.
 - (2) The Owner has the right to require Permittee to furnish a sufficient number of ushers, ticket takers, private guards, doorkeepers or other employees to properly govern the conduct of all persons in attendance at functions conducted by the Permittee and to safeguard the Building's property. Such attendants shall for all purposes be the agents of the Permittee.
- Permittee, at their expense, is required to provide overnight security in exhibit halls and Grand Riverview Ballroom.
- (3) At least one hour before the announced starting time of any function a responsible representative of the Permittee must be present and must remain until the function has ended and all patrons have left the premises.
 - (4) The Permittee will be held responsible for damages incurred by reason of actions of his patrons or employees. Any accidents, unlawful acts or violations of these Rules and Conditions must be reported immediately to the Owner's representative.
 - (5) Any printed materials left at the conclusion of functions will not be saved.
 - (6) The Building does not assume responsibility for deliveries or loss of goods, merchandise or other articles of value. The Building is not responsible for the loss or theft of any property of the Permittee or Permittee's attendees. All redeemable containers shall be removed from the premises before vacating. Abandoned containers will be confiscated without right of restitution.

(7) RENTAL DEPOSITS

Rental deposit and payment schedules are provided on Facility Usage Schedule within the Rental Permit. In all cases, the balance of the rental is due thirty (30) days prior to the first move-in day.

NOTE: Checks will not be accepted as payment within thirty days of the first move-in day or after the event to pay for extra and accumulated charges. In these instances, only certified funds will be accepted such as cash, credit card or bank/certified checks.

First-time events, event sponsors with inadequate references, or event sponsors with a record of slow payment, etc., may be required at Owner's option to remit up to one hundred percent (100%) of anticipated rental and related expenses upon execution of the rental permit.

For Permittee cancelled events, except for force majeure as outlined in item (35), rental deposits shall be refundable at Owner's option.

(8) All food and beverage services must be provided by the exclusive caterer for the Building. Food and beverages shall not be sold for consumption on the premises except by concessionaires designated by Owner. Food and beverage products may be sold to patrons for consumption not on the premises, subject to special approval of the Owner's exclusive caterer. Individual exhibitors participating in trade or association shows may be permitted to distribute their product samples on a complimentary basis to their patrons, subject to the approval of the Owner's exclusive caterer.

For public shows, food and beverage concession areas in exhibit halls must be accessible, open and operating during open show hours unless prior approval to close them is granted by Owner. For public shows, A minimum of 5% of the gross square footage of the rented exhibit hall space shall be designated for food service/patron seating.

(9) Coat and luggage check areas shall be operated only by Owner's exclusive caterer.

(10) Permittees will be required to comply at own expense with all applicable Federal and State Laws; Municipal Ordinances; and Health, Safety and Fire Ordinances. In particular, attention is called to the more significant legal requirements which follow. These items are paraphrased and do not serve to relieve Permittee of their obligation to inform themselves of the full content of the pertinent statutes.

Except as otherwise provided by special rulings from the Detroit Fire Marshal, regulations of the Detroit Fire Department will prevail as follows:

- A. The area in front of all buildings and all exits must be maintained free of parking or storage.
- B. All exits must be maintained readily accessible at all times.
- C. All aisle ways to exits shall be maintained free and clear at all times. Aisle ways to exits shall not be blocked at any time by tables, chairs, benches or other obstructions.
- D. All draperies, backdrops, bunting and other decorations must be flame-proofed. All paper and other flimsy materials used for decorative purposes, including flame-proofed paper are prohibited. The use of a heavy cardboard shall be permitted in limited amounts.
- E. Cut trees, branches and shrubs are prohibited; unless maintained in soil in a natural state.
- F. The use of liquefied petroleum gases shall not be permitted unless approved by Fire Marshal.
- G. All vehicles and combustion operated machinery being exhibited shall contain a minimum amount of gasoline (approximately two (2) gallons maximum) and shall further be equipped with locking gas caps. After the vehicle/machinery is placed in its display position, batteries shall be disconnected, gas caps locked, and the keys to same retained in either the Show Management or Building Management Office.
- H. The use of open flame, including candles, or the storage and handling of flammable liquids, chemicals or harmful hazardous substances are prohibited, unless approved by the Fire Marshal or applicable agency.

- I. Combustible crates and packing boxes must be removed after setup period to a proper storage area.
- J. Additional fire extinguishing equipment as determined by the Fire Marshal must be located throughout the area occupied by Permittee at the Permittee's expense.
- K. All fire extinguishing equipment must be unobstructed and accessible at all times.

(11) The Permittee shall furnish all services required to conduct his business in the building. Labor necessary to perform these services must be obtained, as applicable, from unions having jurisdiction.

- A. The Building has not granted exclusive concessions for drayage, booth equipment rentals nor for furnishing of materials and service ordinarily handled by general decorator and contractors.
- B. Official decorator/contractors engaged by Permittee shall be allowed to provide and/or erect booths, booth identification signs, drapes, furniture, carpeting, and similar items ordinarily handled by such contractors with their own labor forces, provided that proper approvals have been obtained from local unions having jurisdiction over the employment of the various trade classifications involved therein.
- C. Permittee shall be allowed to employ drayage contractors of their own choosing to receive, warehouse, and deliver exhibit material to or from the trucks and/or designated locations within specific building areas.
- D. The Building retains exclusive electrical, food service, janitorial and ticketing service (for open to the public event on-site ticket sales and ticket takers / door guards) contractors and it is mandatory Permittee and Permittee's exhibitors and/or attendees obtain the services of these contractors exclusively as required in conducting your/their business in the Building.
- E. Access to the Building's audio and video fiber infrastructure is via an exclusive contractor and it is mandatory that Permittee and/or Permittee's exhibitors obtain the services of this contractor exclusively as required in conducting your/their business in the Building.
- F. The Building retains exclusive control of internet, plumbing and parking/valet services and it is mandatory that Permittee and/or Permittee's exhibitors obtain these services from Owner.
- G. The Building retains exclusive control of stagehand labor and it is mandatory that Permittee or Permittee's audio visual contractor obtain this labor from Owner.

(12) Labor required by individual exhibitors for the purpose of erecting and dismantling exhibits shall be obtained from the local unions having jurisdiction unless otherwise authorized by the official labor service contractor engaged by the Permittee.

(13) All exhibit and exhibit hall electrical installations, connections and disconnections must be obtained through the Owner's exclusive electrical contractor.

(14) Convention contractors other than those which have been specifically selected or designated by Permittee shall be strictly prohibited from soliciting business on the premises. However, such contractors shall not be prohibited from making deliveries of materials or services otherwise legitimately ordered.

(15) EXPOSITIONS AND EXHIBITS

In addition to the foregoing, all users of Building will be required to abide by the following:

- A. Copies of all instructions to exhibitors, including Exhibitor's Manuals, must be furnished to Owner.
- B. Permittee, contractor and exhibitors shall not ship or deliver material to the Building before the first move-in day.
- C. Detailed floor plans must be presented to Owner for approval 60 days in advance of the first move-in day. The floor plans will be presented to the Fire Marshal by Owner for approval. The exhibits will also be subject to field inspection for compliance.
- D. All aisle ways throughout exhibit areas shall be approved on plan or layouts, and a minimum aisle width of ten (10) feet shall be provided on all layouts
- E. Sand, gravel, dirt and top soil may not be brought into the Building without prior approval of Owner. Owner reserves the right to assess a refundable deposit on Permittee or the exhibitor bringing such material into Building.

(16) INSURANCE REQUIREMENTS

Permittee shall assume all risk of operation except as outlined below and shall indemnify defend and hold harmless Owner, ASM Global Parent, Inc. and their respective officers, directors, agents, and employees (the "Indemnitees") from and against any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") occurring at the Building (whether within or without an Authorized Area) caused to Owner and/or persons and/or property in, on, or near the Building before, during, or after the event, by (i) Permittee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "Laws") applicable to Permittee's performance of this Permit and/or activities at the Building, including without limitation, health and safety laws, the Civil Rights Act, the American with Disabilities Act and intellectual property laws, (ii) any unlawful acts on the part of Permittee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Permittee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iv) the material breach or default by Permittee or its officers, directors, agents, or employees of any provisions of this Permit, (v) any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Building necessitated by and/or performed with respect to the event.

For exhibit hall events, Permittee shall purchase all Workmen's Compensation and General Liability insurance coverage to insure the Building against claims for damage to Owner's property, and for personal injuries, including death, which may arise from the use of the premises by Permittee.

For non-exhibit hall events, Permittee shall purchase General Liability insurance coverage to insure the Building against claims for damage to Owner's property, and for personal injuries, including death, which may arise from the use of the premises by Permittee.

A duplicate copy of all insurance policies or certificates of insurance must be furnished to Owner with the premiums paid ten (10) days before the start of any operations by Permittee. All policies shall contain an endorsement providing for furnishing Owner ten (10) days written notice of termination of insurance for any cause.

For exhibit hall events, Permittee shall provide insurance as follows:

- A. Workmen's Compensation insurance as required by the laws of the State of Michigan.
- B. General Liability; bodily injury and property damage combined -
1 million dollars per occurrence; 2 million dollars aggregate.

For non-exhibit hall events, Permittee shall provide insurance as follows:

- General Liability; bodily injury and property damage combined -
1 million dollars per occurrence.

The **Detroit Regional Convention Facility Authority** and **ASM Global Parent, Inc.** shall be named as additionally insured on the policy and insurance certificate.

Owner reserves the right to require that Permittee provide additional insurance if deemed advisable due to special circumstances.

If you are unable to provide the General Liability insurance as outlined to comply with the insurance requirements of the Permit, you may request access to our Master Venue Insurance Program, a program that offers affordable General Liability insurance to protect your interest while utilizing ASM Global managed and insured facilities.

(17) The Owner strongly encourages Permittee to provide at their own expense, emergency medical care during their events. The emergency medical care provider must be licensed by the State of Michigan, and its personal equipment must meet all State of Michigan standards and requirements.

(18) In the event of misconduct of any employee or agent of Permittee, such employee or agent shall be removed from the building at Owner's written request.

(19) The Permittee agrees not to assign or sublet this Permit or any portion thereof to any other person, or organization.

The Permittee agrees not to assign or sublet meeting rooms to commercial firms or organizations for hospitality rooms, demonstrations, sales meetings or any other purposes. Commercial firms and organizations are required to make an independent rental arrangement with Owner.

(20) The Permittee agrees to conform to the Rules and Conditions and applicable guidelines of the Building. All Rules and Conditions are supplemental to any written permit and made a part thereof.

(21) Upon termination of this Permit, or its cancellation, Permittee shall remove from the premises all its property and equipment and that of its exhibitors and vendors. In the event Permittee fails to vacate the premises the Owner may, at its discretion, remove from the premises, at the expense of the Permittee, all goods and property which remain on the Building's property. Owner shall not be liable for any damages or loss of such goods or other property which have been removed.

(22) The Owner may terminate any assignment of space to Permittee if, in the judgment of the Owner, the occupancy is detrimental to the best interests of the Owner. The Owner shall not be responsible for any loss or damage occasioned to Permittee by reason of any such termination.

- (23) It is understood the parties will look to their insurance coverages to recover any consequential damages arising out of any breach by Owner; therefore, recovery is limited to the repayment of the fee paid by Permittee for rent.
- (24) It is agreed the premises may be inspected at any time by authorized representatives of the Owner or any law enforcing agencies. Permittee agrees to cure immediately any violation of law made known to him by Owner or law enforcement officer.
- (25) Permittee hereby waives all claims for compensation for any loss sustained by reason of any lawful interference by any public agency or official in the exercise of this Permit. Any such interference shall not relieve Permittee from any legal obligations.
- (26) Permittee shall not make any alterations in the premises without written approval of the Owner. The premises shall be accepted by Permittee as is and the cost of any rearrangement of existing equipment and fixtures and returning to the original arrangement shall be the responsibility of the Permittee.
- (27) Permittee shall not conduct any other operations except those herein described. Permittee agrees not to interfere with any other Permittee of Owner.
- (28) Permittee acknowledges that Owner has not made nor caused to be made any representations in connection with this Permit except as herein stated; and in particular, has not made representations dealing with such matters as anticipated revenue to Permittee or related issues. Permittee acknowledges that it has accepted this Permit as the result solely of its own business judgment and not as a result of any representations made by Owner, its agents or employees, except as herein stated.
- (29) Permittee shall not advertise any of its activities in the Building in any manner objectionable to the Owner. Amounts and contents of Permittee's display of advertising material and directional signage in the Building must be approved by the Owner.
- (30) Permittee agrees not to discriminate in its use of the premises among law abiding members of the public.
- (31) No decorations or signage shall be placed in or on the building walls and ceilings by nails, tacks, screws, wire or adhesive tape without approval of the Owner.
- (32) The custodian of the building, watchmen, maintenance crew and management staff of the Owner shall have free access at all times to all space occupied by Permittee.
- (33) If the time of Owner's employees is required by the Permittee in the exercise of this Permit, other than as specified herein, it shall be paid for by the Permittee at rates then in effect.
- (34) The Owner shall not be responsible for payment of any taxes, royalties or fees incurred by Permittee.
- (35) If the Building is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of the parties, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions imposed by government officials, terrorist acts, strikes or labor disputes (though not of the employees of the Permittee), failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Permit, then the parties shall be relieved of their respective obligations hereunder. In the event performance is excused in accordance with the foregoing provisions, Owner shall refund to Permittee any deposits paid by Permittee, less any

reasonable costs and expenses which have been incurred by Owner up to the time further performance is excused.

(36) The Permittee agrees to turn the premises back to the Owner in the same condition as when it first occupied same, natural wear and tear excepted. The Permittee agrees to be responsible for the repairs or cost of repairs for damages caused by the Permittee or his agents.

(37) It is understood between the parties that the Detroit Regional Convention Facility Authority and ASM Global Parent, Inc. and its officers and agents are acting in a representative capacity and not for their own benefit and that the Permittee shall not have any claim against them collectively or individually in any event whatsoever.

(38) All notices and orders given to the Permittee may be served by first-class mail to the Permittee at the address set forth in this agreement, by hand-delivering a copy to the Permittee or authorized representative or by electronic communications. Notices delivered through electronic communications shall be deemed received upon Owner's receipt of an acknowledgement from Permittee (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement).

(39) All rights and remedies of the Owner shall be cumulative and none shall exclude any other right or remedy allowed by law.

(40) There are no agreements not expressly covered in this agreement.

(41) AMERICANS WITH DISABILITIES ACT

It is the responsibility of Owner to insure the Building is in compliance with all the requirements outlined in the Americans with Disabilities Act (ADA), or any state or local regulations which supersede ADA, such as, but not limited to, wheel chair ramps, elevator standards, door width standards, and rest room accessibility. Permittee shall be responsible for non-permanent accessibility requirements, such as, but not limited to, auxiliary aide for the visually impaired, hearing impaired and mobility impaired, and meeting room seating requirements.

(42) Should any questions arise as to the interpretation of these Rules and Conditions, the decision of the Building or its designated representative shall be final in every respect.

Rev. 9/1/20