



LONG BEACH CONVENTION AND ENTERTAINMENT CENTER GENERAL RULES AND REGULATIONS

PLEASE RETAIN THIS DOCUMENT FOR YOUR RECORDS

- 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 Licensor. Licensee, at its sole cost and expense, shall always comply with the requirements of each such license or permit.
- 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 Long Beach Fire Department Management Plan for the facilities as in effect from time to time, with particular reference to such Plan's Exhibition Guidelines.
- GOVERNING LAW:** This License agreement will be governed by and construed in accordance with the laws of the State of California, County of Los Angeles without giving effect to otherwise applicable principles of conflicts of law.
- 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 Licensor's option, be removed and stored by Licensor at Licensee's expense or disposed of in any manner Licensor deems expedient. Licensee hereby waives all claims for damage resulting from such removal, storage and disposal of such property and indemnifies Licensor from any damages or costs including reasonable attorney's fees resulting from such storage and disposal.
- 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, doors, or ceilings or to alter the Facilities in any respect without prior written approval by Licensor. If, with or without Licensor's approval, Licensee damages the Facilities it will pay Licensor the cost of repair or replacement.
- DAMAGE INSPECTIONS:** To be documented by client during pre-event walk thru. A post event walk through is encouraged. Please share all findings with your Convention Services Manager ASAP to help avoid damage expenses. LBCC internal security will conduct a post event walk through to monitor for damages after each event.
- PROPERTY OF LICENSOR:** Licensee may not use or transport any equipment, furnishings or other property belonging to Licensor, or the City of Long Beach, to any place outside the Facility itself.

Licensor's Initials

Licensee's Initials

8. **ATTENDANCE CAPACITY:** In no event, shall attendance be permitted more than 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 Licensor and/or the Long Beach Fire Department in this respect shall be final. Capacities may be impacted by **COVID-19 Safety Compliance**.

Licensee shall comply and adhere to all current and future health & safety requirements as required by Federal, State, County, or Municipal Laws as it pertains to Corona Virus (COVID-19). Specifically, compliance with guidelines established by the Centers for Disease Control and Prevention (CDC) and Long Beach Department of Health and Human Services. Licensor must be copied on a COVID-19 safety plan for review thirty (30) days prior to first arrival day as outlined under section one (1) of this agreement.

9. **EVACUATION OF FACILITY:** If it becomes appropriate in the judgment of Licensor to evacuate the premises for any public safety reason, then, after such evacuation, the Licensee may continue to use the premises for enough 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 Licensor and the Licensee hereby waives any claim for damages or compensation from the Licensor.
10. **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 Licensor's control.
11. **OPENING HOURS:** Licensee shall open doors for an event in accordance with advertised times.
12. **FACILITY ACCESSIBILITY:** The LBCEC will not be accessible when there are no activities scheduled. All exterior doors will be locked, and the interior will be in "Green" mode with no lights or HVAC control. To ensure proper access, please be sure to notify your Convention Services Manager of specific load in/out hours as well as all activity taking place within the event program.
13. **TOURS:** Licensor reserves the right to conduct public tours of the Facilities during the period of occupancy in such a manner that the tours do not interfere with Licensee's event.
14. **AUTHORIZED AREAS:** All public areas including lobbies and outdoor space may be utilized for Special Events. Rental of the Terrace Theater, Beverly O'Neill Theater, Pacific Room (Arena) and Seaside Rooms does not include the outdoor space adjacent unless specified under Authorized Areas in the License Agreement. During load-in / load-out dates lobby areas may also be utilized for Special Events for another licensee.
15. **INCLUDED ROOM SETS & CHANGES:** Licensor includes a banquet, theater or classroom set with a riser (appropriately sized), head table and podium in Meeting Rooms only (does not apply for Exhibition Halls). Any room set request outside these parameters may incur daily equipment rental charges.

***Note:** Classroom table dressing will **not** be draped with linen. They are topped with black vinyl. 6'x 30" tables are not part of our inventory, 8'x 30" are available within the parameters set above, or for rental. Banquet tables will only be draped with linen when meals are served, otherwise vinyl will be utilized.

Room re-sets are billed at 50% of the published room rental rate. Dependent on contract specifics, either one initial set per room is included for the duration of the event, or one set per day is included. However, if the room is going to / from a food & beverage catered banquet, or reception, there is no charge.

All equipment requests in the Exhibit Halls, except for “available” banquet rounds and chairs for catered events, are to be directed to your general service contractor. Licensor will provide available inventory of classroom style tables and seating for meeting rooms only. Should Licensee require additional classroom style tables and seating, it will be at their own expense.

16. **BUDGETING ADDITIONAL COST:** License agreements may not include additional costs. Potential expenses vary for each event. Please see exclusives below and work with your Facility contact for any questions or concerns regarding estimated expenses.

17. **EXCLUSIVE VENDORS** the LBCEC requires use of exclusive vendors listed below.

a. CROWD MANAGEMENT / SECURITY –ALLIED UNIVERSAL

This is a required service. Duties and responsibilities of guards are to assist patrons, protect the building and to control access into show areas. Additional duties and responsibilities may be required for your event. Such as event security, ushers, badge checkers, overnight monitoring, etc. Services scheduled through your Convention Services Manager.

Minimums are as follows:

A guard is required to be posted in locations where the facility has been un-locked and made accessible from the exterior. This applies to move in and out hours as well as event hours. This is to ensure only attendee’s or designated guests are entering the facility, facility policies are being upheld and for safety/emergency situations.

Enhanced Security Measures will apply to events which are open to the public. These measures include magnetometers, hand wand and bag checks. These enhanced measures will be discussed prior to the event and at which levels will be implemented. This service will be required, and additional charges will be the responsibility of the Licensee.

A Supervisor is required to be staffed along with all posted positions. The Supervisor is responsible for briefing each position on the specifics of their duties & the event they are working. They also must relieve each post for (15) minutes every (2) hours and for (30) minutes every (4) hours. The Supervisor will check in & out every shift change and roam the footprint of the event to ensure there are no security issues. One Supervisor is required for every (5) posted positions. Ushers are required inside the house of the theaters and/or Arena. There are various factors that affect the number of ushers required. Please consult your Convention Services Manager for specifics.

(4) Hour shift minimums apply. Staff is to be scheduled 15-60 minutes’ prior / after posted time dependent on the scale and type of event. One Relief staff is required for every (5) posted guards / ushers scheduled 5 hours or more.

b. HOUSE SOUND (EXCLUSIVE) – PROJECTIONS INC.

Projection Inc. is the exclusive Licensor of all in-house sound systems. Projection Inc. is required to provide all labor, audio equipment and microphones fed to these "house" sound systems. This includes the meeting rooms, ballrooms, and exhibit halls. Please contact our in-house provider at 562-499-7546 for a detailed estimate, or to discuss terms.

c. DOCK ATTENDANT

All events that utilize a loading dock must use facility dock controllers to marshal trucks and exhibitor vehicles. Dock Attendant will be scheduled through your Convention Services Manager.

d. MEDICAL & SAFETY TECHNICIAN – IN-HOUSE

For all events with more than 300 attendees, it is necessary that an EMT be employed to administer emergency first aid treatment with backup provided by the Long Beach Paramedics. Medical & Safety Management Technicians will be scheduled by your Convention Services Manager.

e. TELECOMMUNICATIONS / HIGH SPEED INTERNET – SMART CITY

There are charges for telephone line installation and all calls. High speed Internet access with IP addresses are available in addition to Full T1 connectivity is available upon request. Complimentary Wi-Fi is available in the lobby of all areas of the facility. Connectivity speeds up to 512k up/down. Please contact our in-house provider at 562-499-7643 for a detailed estimate, or to discuss terms.

f. RIGGING & STAGEHAND SERVICES

L.A. STAGECALL along with our In-House Stagehands provide all rigging & labor associated with theatrical productions in Exhibit Halls, Ballrooms, Theaters, Pacific Ballroom / Arena, and any outdoor special event space that requires specialty lighting.

Exclusive stagehand services are required in the following locations:

- Theaters- for all events including Terrace Plaza.
- Arena- for all rigging and labor associated with theatrical productions.
- Exhibit Halls- for all rigging & labor associated with theatrical productions.
- Grand Ballroom- for all rigging associated with theatrical productions.
- The Cove

A theatrical production is defined by our facility as a presentation or performance presented to an audience that requires rigging and/or additional light & sound equipment, in addition to the permanent fixtures in said space. Labor encompasses hands used to set up lights, sound, stage, etc., when not provided by the facility. The amount of labor required is dictated by LA Stagecall after reviewing the production specifications. Lastly, after the space has been set up, LA Stagecall labor is required to be on-site when any part of the production set up is powered up and in use.

Trade shows with exhibitors change the nature of the event from a theatrical production to an expo. Therefore, a General Service Contractor would be required to handle rigging & labor for trade shows.

g. BOX OFFICE / TICKETING – TICKETMASTER / UNIVERSAL

Any event that has ticket sales to the public must consult the box office to ascertain if those sales need to be run through our office. Available services include ticket printing costs, roll stock tickets, event staffing and box office rental. Please contact our in-house Box Office at 562-499-7582 for a detailed estimate, or to discuss terms.

h. CATERING – SAVOR

SAVOR is the exclusive food and beverage provider for both concessions and catering at the LBCEC. Food Sampling guidelines are available upon request. Backstage waivers for catering apply for Talent / Artist rate based upon location. Sponsorships for any food & beverage products require approval. Food Trucks for approved outdoor locations are all arranged through SAVOR. Pricing is available upon request.

i. PARKING

Licensors retains exclusive rights and privileges in all parking areas of the Facility, including the right to charge a parking fee to all users of its parking areas, at the then current rate. Larger vehicles requiring more than one parking space will be charged at a higher rate.

- j. **GENERAL SERVICE CONTRACTOR** – The LBCEC is a supporter of union labor for events hosted at the facility. Every event's official general service contractor (GSC) provides drayage, decorating, rigging, exhibit construction, carpentry, and freight movement. General Service contractors must follow all local union jurisdictions that apply to LBCEC.
18. **PREFERRED VENDORS:** The LBCEC recommends utilizing vendors listed below, however it is not required.
- a. **PROJECTIONS INC.-** Audio Visual Provider (SEE 14. b)
 - b. **EDLEN ELECTRICAL EXHIBITION SERVICES** – Utility Provider
Electrical: Basic wall outlets are contractually included for your use. All additional power requests will require an electrical contractor. Extension cords will not be provided by the Licensor. Licensee is required to order all supplies from their electrical contractor or supply their own.
19. **ADVANCE DELIVERIES / SHIPMENTS:** Licensor does not have a shipping & receiving department for events held at the facility. The Licensor will not accept packages and / or freight on behalf of the event. Any items that arrive prior to the first contracted date of the event will be turned away for re-delivery. Shipments should be arranged via the drayage Agreement between the Licensee & the General Service Contractor hired for the event. If a general service contractor is not being used, shipments can be arranged through various shipping providers. Please be sure to print the event name & specific location (i.e., Hall A, Grand Ballroom, etc.) on the shipping label.
20. **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. Storage areas should be within the Licensee's authorized areas and be compliant with City of Long Beach Fire Department Management Plan.
21. **RIGGING AND SIGNAGE:** The Licensor will not be responsible for rigging any signage. In addition, Licensor will not provide ladders and/or lifts due to liability restrictions.
22. **POSTERS, BANNERS AND BALLOONS:** The use, distribution and location of all signs, cards and posters are subject to Licensor's review and control. The use of banners, flags, and flagpoles on the exterior of the Facilities is at the discretion of the Licensor. Helium Balloons are prohibited without prior approval from Licensor for certain décor.
23. **SOUND ORDINANCE / OUTDOOR EVENTS:**
- Outdoor events can be held between the hours of:
8:00AM-9:00PM, Sunday -Thursday / 8:00AM–10:00PM Friday and Saturday
 - Amplified sound shall be kept within a reasonable level. Licensor shall have the right to determine reasonable sound on site.
 - Set up and removal of exterior event production must keep sound to a reasonable level. All ambient noise (car radios, music devices, etc.) will not be permitted.
 - Obscene, vulgar, or otherwise offensive language shall not be permitted at any time.
24. **FLAMMABLE MATERIALS:** No flammable materials, such as bunting, tissue paper, crepe papers, etc., will be permitted to be used for decorations and all materials used for decorative purposes must be treated with flame-proofing and be in accordance with the Licensor's Fire and Safety Rules and Regulations. In addition, no fryers of any type are allowed inside, nor are propane cylinders.
25. **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 Licensor. The Licensor 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.

26. **NON-SMOKING FACILITY:** Licensee agrees to uphold the "Non-Smoking" policy as per the Long Beach City Ordinance No. C-6916, smoking is prohibited within the facility and will be held responsible for notifying its Exhibitors and Invitees. This includes vaping.
27. **CANNABIS CONFERENCE/TRADE EVENTS:**
- Business to Business – No Consumer Days
 - No Products Containing Tetrahydrocannabinol – THC
 - The use, distribution or sale of any products containing THC is strictly prohibited at the facility, whether in the Exhibit Hall, conference sessions, or any other function space where the event is conducted including the parking lot.
 - Individuals who possess, transport, or consumes any THC – based product is/are solely responsible for their compliance with all local, state & federal laws.
 - No Sampling or consumable products
28. **DRONES:** The LBCEC does not allow drones at the Facility.
29. **LOST ARTICLES:** Licensor 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.
30. **ANNOUNCEMENTS:** Licensor reserves the right to make such announcements as Licensor deems necessary at any time in the interest of public safety.
31. **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 Licensor. Advertising of events by Licensee in Facilities publications, reader boards or other advertising media under the control of Licensor 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 Licensor in writing. All in-house publications and advertising in such publications are the exclusive property of Licensor. Licensor reserves the right to distribute its in-house publications to attendees within the Facilities.

As stated in the CPC (California Penal Code) section 556-556.1, Licensee may not unlawfully place, post, erect, or display any signs or other form of advertising on any public street or thoroughfare or on any private property which pertains to your contracted event at the LBCEC. Failure to adhere to this provision may result in the cancellation of future bookings.

32. **COPYRIGHTS AND PROPRIETARY MATERIAL:** With respect to any Event at the Facilities, Licensee shall comply fully with all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display, or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works. The fees payable by Licensee under this Agreement do not include royalty, copyright or other payments which may be payable on behalf of third-party owners of such Works, and Licensee agrees hereby to make all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish, display, or reproduce and such Works. Licensee specifically agrees, undertakes, and assumes the responsibility to make all reports to such agencies and/or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC, Copyright Clearance Center, and other similar agencies. Licensee agrees hereby to obtain and maintain evidence of such reports and any necessary payments, including evidence of compliance with the requirements of this paragraph. Licensee further agrees hereby to provide to SMG any such compliance evidence as may be requested by SMG in advance of or after any such Event.

Licensee agrees that the obtaining and maintaining of such evidence by Licensee is a material condition of this Agreement. Licensee agrees to indemnify, defend, protect, and hold harmless SMG and all other indemnities (as that term is defined in this Agreement) of and from all and all manner of losses arising in any way from the use by Licensee of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing indemnity shall apply regardless of the means of publication, display, or performance by Licensee, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, webcasts, or on-line service providers, satellite or cable, and all other publication, display or performance means whatsoever, whether now known or developed after the date of this Agreement.

33. **VIDEO ORIGINATION FEE:** This fee applies to any event that is taped or broadcasted for commercial purposes.

34. **SOLICITATIONS:** No collections or donations, whether for charity or otherwise, shall be made, attempted, or announced on the premises without prior written approval of Licensor.

35. **REFERENCES:** Reference in these Rules and Regulations to "Licensor" means SMG; to "City" refers to the City of Long Beach; and, to the "Agreement" or "License Agreement" refers to Licensor's License Agreement for Long Beach Convention and Entertainment Center executed by Licensee. "Facility" or LBCEC refers to the facilities described in that Agreement. Other terms are defined in such License Agreement.

36. **CLEANING:**

EXHIBIT HALL & REGISTRATION AREA: Cleaning of these spaces are to be handled by your general service contractor and/or cleaning company. Please provide your Convention Services Manager with the company name and cleaning schedule prior to arrival.

BOOTH CLEANING - Licensee may choose one of two options:

Option 1 –Licensor will provide booth and aisle carpet cleaning services for the event. If this option is chosen, Licensor 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, Licensor will perform the necessary services and it will be Licensee's responsibility to reimburse Licensor for the costs that were incurred to provide such services. Licensee shall notify Licensor in writing no later than 30 days' prior occupancy of which Option that will be utilized for booth cleaning.

MEETING ROOMS & PUBLIC AREAS:

Licensor will maintain and clean all meeting rooms', restrooms, lobby space and concession areas throughout the term of the License Agreement at no additional cost to Licensee based on normal usage. Should there be excessive cleanup necessary, including but not limited to cardboard, boxes, packing materials, trash, gum residue, confetti and like in any public area including the perimeter of the building; additional dumpster fees and housekeeping services will apply.

37. **COMPLIMENTARY PASSES:** If requested, Licensee agrees to provide **thirty (30)** complimentary tickets/passes/wrist bands or badges. per day to **Licensors** for each event or performance covered by this Agreement. Such complimentary tickets shall be of **Licensors** choice and supplied to **Licensors** at its office at least ten (10) working days before the first day of the Event.
38. **NOVELTY FEE:** Applies to any merchandise commemorating the event sold. Licensors has exclusive to sell. Licensors shall retain 30% of gross receipts. All vending must be approved, unauthorized vending is prohibited including flowers and balloons.

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