

Everyone at the Renaissance Montgomery Hotel & Spa at the Convention Center (the Hotel) is pleased to serve your organization for your upcoming exhibit. It is important that you, the contracting organization, understand the policies in place to allow us to provide the excellent service you expect. These policies shall be in effect for all exhibits unless they are specifically superseded by the hotel contract. It is the responsibility of the Organization to read these policies and seek a variance in advance should any of these policies conflict with your organization's plans.

BASIC FACILITIES SERVICES

In addition to the use of the Premises, the convention center shall provide to the Organization for the event at The Hotel's expense, heating and air conditioning for ordinary use. The Organization will be assigned Truck docks at the loading dock. The Hotel has the right to remove trucks, trailers, etc. occupying unassigned dock space.

SERVICES INCLUDED IN RENTAL

The Hotel shall furnish, without cost to the Organization on Event show days, normal air conditioning or heat, overhead lighting, restroom facilities and janitorial services consisting of cleaning of common public areas, not including aisle or exhibit booth cleaning. Failure to furnish any of the foregoing due to circumstances beyond the control of the Hotel shall not be construed as breach of agreement. It is understood by the Organization that services will be provided only to the extent of existing available inventory and in consideration of other organizations.

SERVICES NOT INCLUDED IN RENTAL

All services, equipment and personnel not included in the rental shall be paid for by the Organization. Such other services, equipment and personnel include but are not limited to:

- (a) Exhibit booth equipment such as pipe & drape, tables, chairs, wastebaskets, carpet (in Convention Center), etc.
- (b) Guest Services: such as security, crowd, and traffic control personnel
- (c) Nursing/medical personnel
- (d) Stagehand and stage lighting and operation
- (e) Sound set-up and operation including technicians (other than normal house PA system)
- (f) Bulk trash removal
- (g) Food and beverage
- (h) Exhibit aisle and booth cleaning services
- (i) Box Office services
- (j) Load-in and Load-out air conditioning and/or heat
- (k) Telecommunications and utility services

PUBLIC SPACE

Public and Common areas of the Hotel and Convention Center are not considered contracted space and are not under the Organization's control unless specified in the contract. The Hotel must take into consideration other events which may be utilizing the space simultaneously. All activities utilizing such space for registration, displays, special event, and breaks must be approved in advance. Additional fees may be incurred if public space is used for revenue generating exhibits. The Organization or its general contractor must use Visqueen on all public carpeted surfaces when transporting equipment or freight in these areas.

SCHEDULED LOAD-IN AND LOAD-OUT TIMES & DATES:

It is understood that the convention center occupation by the Organization runs from the beginning of the Set Up / Load-In Time through the end of the Tear-Down / Load-Out time on the contracted days. The Organization or its general contractor cannot occupy the Convention Center and Docks until the Load-In date and time. The Organization and its general contractor must completely vacate the Convention Center, Show Office and Docks at the Load-out end time and date. The hall must be returned into its original condition at that time.

If the Organization or its general contractor is still in occupation on the Convention Center and Docks after the termination of the scheduled load out time in the contract, then the Organization will pay a penalty of a full rental day at the Show

Rates. If late occupation of the Convention Center and Docks affects the move in of another group that is contracted for the space at after the final contracted day, then the Organization will be charged all additional fees associated with the timely de-occupation of the space and additional fees the next contracted group assumes by the delayed occupation.

LOADING DOCKS

It is the responsibility of the Organization to coordinate the move in /move out of their event with their assigned event manager. The Organization will be required to supply a detailed agenda covering all move-in and move-out activities, including anticipated freight deliveries, general service contractor materials, and exhibitor access times. The Hotel may mandate changes in said agenda to maintain the smooth operations of the Organization event and any other event operating concurrently in the Hotel or Convention Center. During dual use of loading docks, additional security may be required, at the shared cost to the groups involved, to ensure parking rules and traffic flow. Assigned dock space must be clear of pallets, trailers, equipment, etc. as per the City of Montgomery fire marshal standards.

STORAGE

The Hotel has no storage facilities for equipment and freight. The storage of these items is the responsibility of the Organization's General Contractor. Items illegally stored in un-contracted space or loading docks will be removed by The Hotel at the Organization's expense.

INSTALLATION, CONSTRUCTION & DISMANTLING:

Painting or mixing of caustic, flammable, corrosive or explosive material is not permitted inside the building. Construction or installation of wooden structures (staging or exhibits) will not be permitted if a meeting or event is being held in adjacent space and may be disturbed by excessive noise. The use of tape of any kind on any Hotel wall or ceiling surface is prohibited.

LOAD-IN & SET-UP EQUIPMENT:

The Hotel can provide man-lifts or forklifts for an additional fee. The show contractor or contracting organization should make their needs known to the Hotel a minimum of a week prior to load-in. Companies providing their own equipment are responsible for meeting OSHA requirements. All lift operators and riders must have an approved Alabama Operators permit. Powered lifts may not be driven at any time on finished tile floors. Powered lifts are required to have non-skid, non-marking (white) tires for use anywhere in the hotel. The organization who contracted with the hotel assumes all liability for any damage caused by lift equipment operated by their staff or contractors arranged for by the organization.

FLOOR PLANS

Detailed Floor Plans are required for all exhibit areas, registration areas, and other special activities located in exhibit halls, meeting rooms, and public areas. Preliminary plans are due sixty (60) days prior to move in day. The Hotel reserves the right to make changes, additions, or deletions to the floor plan, as are deemed necessary for the safe and efficient operation of the convention center and the Fire Marshal. A stamped approved copy of the final floor plan will be returned to the Organization and its general contractor prior to move in date. Any adjustments after approval must be approved in writing by the convention center and the Fire Marshal.

PREFERRED GENERAL CONTRACTOR

The Hotel is an "exhibitor friendly" facility. We have identified George Fern Show Services, (205) 458-8741, as our preferred general contractor for The Renaissance Montgomery Hotel & Spa at the Convention Center.

CONDITION OF THE EXHIBIT AREA

The exhibit space must be returned to the condition it was in when your Organization moved into the space. Prior to move-in, an event management representative will review the contracted space with the Organization. Upon completion of your event, event operations management will review the space and report any changes to the condition of the exhibit space. Additional cleaning fees and/ or repair fees will be incurred by the Organization if the hall is not restored to the pre-use condition. An acknowledgement of damages, if any, will be presented to the Organization at the end of the Event. All

claims for damages will be submitted to the Organization in writing within ten (10) business days following the final walk-through.

For Organizations utilizing contractors, the exhibit space must be returned to the condition in which the general contractor, production or AV company received it. This includes the removal of all refuse. All charges for cleaning and repair will be the responsibility of the Organization. The Organization will need to address it with their general contractor, production or AV company.

Nothing may be placed or leaned against any wall in the exhibit space. This includes writing, tacking and taping. All crates, exhibit panels, and pallets must be kept away from the walls at all times. Any tape applied to floors, carpets, etc., must be approved by Hotel management in advance.

All vehicles must have floor covering under the vehicle to contain any vehicle fluid leakage. All floors (carpeted or otherwise) must be covered under and around the wheels of any vehicle prior to the application of any "Armor-all" type tire appearance enhancement treatment. See Inside Vehicle Displays & Storage Section for additional information regarding vehicle displays.

OUTSIDE CONTRACTORS AND INSURANCE

The Hotel reserves the right to approve all outside contractors hired for use by the Organization to work in the Hotel. The Hotel reserves the right to charge a fee for outside service brought into the hotel. The Hotel reserves the right to require the Organization and/or outside contractor to provide proof of workers compensation insurance for employees who will work in the Hotel. The Hotel also reserves the right to require the Organization and/or outside contractors to provide proof of adequate general liability coverage while on the Hotel premises. The Organization shall maintain general liability insurance in amounts adequate and reasonable for groups of like kind and purpose. Proof of insurance shall be provided by a Certificate of Insurance, which shall name the entities listed below as an additional insured.

INSURANCE COVERAGE

Each party agrees that it will, to the extent applicable, carry and maintain at its own cost and expense the following minimum insurance coverage (or will legally qualify to self-insure for such coverage):

- a) Comprehensive general liability insurance, including contractual liability and liability for personal injury, bodily injury, property damage, and completed operations liability with a combined single limit of not less than \$2,000,000 each occurrence.
- b) Automobile liability insurance, including all owned, non-owned, and hired vehicles used in conjunction with the performance of the Agreement for bodily injury or property damage with a combined single limit of not less than \$1,000,000 each occurrence.
- c) Liquor liability insurance with a combined single limit of not less than \$1,000,000 each occurrence.

Please consult your Event Manager if you are not certain about your organization's requirement to provide insurance coverage.

The following entities are to be listed as additional insured:

- Renaissance Montgomery Hotel & Spa at the Convention Center, 201 Tallapoosa Street, Montgomery, AL 36104
- PCH Hotels & Resorts, Inc., 11 North Water Street, Suite 8290, Mobile, AL 36602
- Alabama Real Estate Holdings, Inc., 11 North Water Street, Suite 8290, Mobile, AL 36602
- Teacher's Retirement Systems of Alabama, 201 South Union Street / PO Box 302150, Montgomery, AL36130-2150
- Employee's Retirement Systems of Alabama, 201 South Union Street / PO Box 302150, Montgomery, AL36130-2150
- Montgomery Convention Center, City of Montgomery, 103 North Perry Street, Montgomery, AL 36104

Insurance certificates are to be mailed to the Hotel Controller at the first address above.

EXHIBITOR SHIPPING AND RECEIVING / DRAYAGE

The Hotel is not equipped to handle receiving and shipping of exhibitor materials. Organizations hosting trade shows, consumer shows or exhibits with ten (10) or more exhibitors must hire a show service contractor to provide drayage

services. Prior to the show, exhibitors will ship all show materials to the show service contractor's receiving address. The show service contractor will deliver all show materials to each exhibitor's booth in the hotel the day of the load-in. On the last day of the show, the show service contractor will handle the shipping of all exhibitor materials from the hotel. The Organization will be responsible for securing the show service contractor for their event.

RECEIVING ORGANIZATION MATERIALS

See *Exhibitor Shipping and Receiving / Drayage* above. Due to limited storage space and the number of groups the hotel works with each week, it is not possible for the Hotel to receive large shipments of Organization materials more than several days in advance of your event. In the event materials are to be shipped to the Hotel in advance of your function, please follow the instructions below:

- ◆ Your event manager must be notified in advance that materials are being sent. The Hotel must be informed of the quantity, arrival date and shipper at least one working day in advance of the delivery.
- ◆ All packages must be sent to the Hotel no earlier than three (3) days prior to the scheduled start date of the function. Shipments sent more than three (3) days in advance will be refused.
- ◆ Each package must be marked with the name of the group or event, arrival or starting date, planner's name (for the group), event or catering manager from the Hotel and the quantity of packages ("1 of 8," etc.)
- ◆ All items are to be shipped to:
Renaissance Montgomery Hotel & Spa at the Convention Center
201 Tallapoosa Street
Montgomery, AL 36104

SHIPPING ORGANIZATION MATERIALS

See *Exhibitor Shipping and Receiving / Drayage* above. The Event Operations Event Concierge is to be notified in the event you have items to be shipped from the hotel. They will coordinate with the Dock Master to coordinate pick up with the freight company. See Materials Handling Charges below for applicable charges. In the event materials are to be shipped from the Hotel following an event, please follow the instructions below:

- ◆ The group is responsible for making arrangements to ship their materials from the Hotel including billing arrangements.
- ◆ The pick-up address will be the same as the ship to address above.
- ◆ The group is responsible for sealing and labeling boxes (due to liability).
- ◆ The Hotel will store properly sealed and labeled materials for up to three (3) days following your event.

MATERIALS HANDLING CHARGES:

In the event your organization requires materials to be moved from one location to another within the hotel, charges are outlined below. This charge will be posted to your organization's master account. This would include any exhibitors who elect to disregard the requirements and instructions of the show service contractor. It is the responsibility of the organization to collect this fee from the exhibitors should the organization deem this appropriate.

- Small boxes (up to 40 pounds) at \$5 each
- Large boxes, crates or trunks (40 pounds or more) at \$10 each
- Materials on pallets at \$50 per pallet

SIGNS AND BANNERS see the *Event Policies*.

DECORATIONS: see the *Event Policies*.

SHOW CLEANING AND TRASH REMOVAL

The Organization and its general contractor are responsible to provide show cleaning services for the exhibit hall floor. The Hotel will provide cleaning for the public areas outside the exhibit hall excluding the loading dock. The Hotel will also empty any trash cans that generate trash from The Hotel operated concession stand. If the show cleaning service provided by the general contractor is deemed unsatisfactory by The Hotel, then the Hotel has the right to notify the Organization of

the unsatisfactory condition of the exhibit hall and the immediate address of the issue. If the Organization and its general Contractor do not address the unsatisfactory conditions, The Hotel will clean the space to satisfactory conditions at the Organization's expense. If the Organization does not accept this expense, then the Hotel has the right to shut down the operation of the event.

Booth Cleaning: the Hotel will provide booth cleaning for a fee of \$2 per booth per day or \$240 per day, whichever is greater. This service includes trash pick-up and vacuuming the carpet. This is only available as a whole for the entire event – not on a booth by booth basis.

The Organization and its general contractor are responsible for the removal from the building of all trash, crates, lumber, and packing materials prior to the show opening and the following move out. Removal of trash by the Hotel will involve a charge, i.e., trash hauls. The Organization will be charged \$450 Dumpster fee (per load) for the use of the hotels dumpsters for trash pulls on show related refuse.

INSIDE VEHICLE DISPLAYS OR STORAGE:

This section applies to any vehicle propelled by an internal combustion engine using Class I or Class II fuel, such as, but not limited to automobile, trucks, motorcycles, aircraft and watercraft. Vehicles with internal combustion engines must meet the following Universal Fire Code requirements for indoor displays: 1. Fuel tanks shall be drained to less than 1/8 tank; 2. Fuel caps taped shut or fitted with locking cap and 3. "Hot" lead of battery disconnected. All vehicles must have floor covering under the vehicle to contain any vehicle fluid leakage. Any damage such as, but not limited to, tire marks or oil stains left by the vehicles on display are the sole responsibility of the Organization contracting the exhibit space. Associated cleaning or repair fees for labor and materials will be charged to the Organization. Note that products such as Armor-All are prohibited from being used in the facility due to slip hazards that are created when it comes in contact with our floors. If any vehicles need to be polished or treated with Armor-All, it should be done outside the facility.

FOOD SAMPLES

No exhibitor may sell food or beverages or sample food or beverages from their booth without prior approval from the Hotel. Food and beverage samples must not be greater than 2 oz. and must be manufactured, processed or distributed by the exhibiting firm and must be related to participation in the event. Restrooms, concession stands and/or facility kitchens may not be used as exhibitor clean-up areas. Costs associated with the disposal of trash, waste, grease, etc. from exhibitor sampling is the responsibility of the Client. Securing of all necessary licenses, permits, etc. is the responsibility of the exhibitor. Please contact the Montgomery County Health Department at 334-293-6452 for permit information. Exhibitors are responsible for complying with all Montgomery County Health Department regulations regarding food sampling, storage, equipment, temperature, etc. If they are not in compliance or do not obtain the proper permits, the Health Department can shut down their booth.

FIRE WATCH: see the *Event Policies*.

PROHIBITION OF HELIUM BALLOONS: see the *Event Policies*.

EXCLUSIVE SERVICES

It is also understood that the Hotel retains the exclusive right to operate all food and beverage operations associated with the event as well as operating an exclusive service contract on all electrical, utilities, telecommunications, and rigging. Should the Organization's requirements for any of the above exceed the Hotel's capabilities, The Hotel must approve any exhibitor appointed contractor service agreements in advance of show operation

LIQUOR LICENSE

The Organization understands that Hotel's liquor license requires that alcoholic beverages only be dispensed by Hotel employees. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age. Additional security may be required for events where alcohol is served.

PERFORMANCE LICENSES

The Organization will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that the Organization may use or request to be used at the Hotel.

SERVICE CHARGE and TAX

All Food and Beverage charges are assessed a 22% taxable service charge. Food, beverage and the service charged is currently taxed at a rate of 10%. All Rental and Audio Visual charges are assessed a 22% taxable service charge. Rental, audio visual and the service charge is currently taxed at the Lodging Tax rate of 12.5% plus \$1.50.

The Service Charge on the Rental may be waived in the event a show management contractor is employed to handle all aspects of the show including but not limited to drayage, exhibit booth set up, tables, chairs, electrical service, telephone and internet service.

SECURITY

The Hotel provides 24-hour security to the perimeter and public areas of the facility. Show security is the responsibility of the Organization or its general contractor. The Hotel can also provide a listing of recommended show security companies for the exhibit space. It is also understood that the Organization shall be responsible for the cost of additional security as assessed by the Loss Prevention department along with your assigned event management associate.

RIGHTS OF ENTRY

In permitting the Organization the use of the authorized areas, the Hotel does not relinquish and does hereby retain the right to enforce all rules for the management and operation of such space. Representatives of the Hotel and the City shall at all reasonable times have the right to enter into authorized areas without providing notice to the Organization. All space relative to the facility shall at all times be subject to the Hotel's right to control.

NON-EXCLUSIVE USE

The Hotel shall have the right to use or permit the use of any portion of the Facility not granted to the Organization under this Agreement to any person, firm, or entity regardless of the nature of the use of such other space. The Hotel General Manager shall have full and final authority as to the use of such space.

The Organization understands that the Facility will make available, for use by others, such portions and areas that are not subject to the contract. The Organization agrees to cooperate in good faith with the Hotel and personnel of the Facility and with those persons using other portions and areas of the Facility, especially during periods of ingress and egress, in order to make mutual use of the Facility harmonious and agreeable.

COMPLIANCE WITH LAW:

This event is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. The Renaissance Montgomery Hotel and Spa at the Convention Center and the Organization agree to cooperate with each other to ensure compliance with such laws.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party. Refer to the contract for more specific information and implementation of the Impossibility Clause.