

DUKE ENERGY CONVENTION CENTER
POLICIES AND PROCEDURES
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DEFINITIONS

Convention Center:	The Duke Energy Convention Center (DECC) 525 Elm Street Cincinnati, OH 45202
General Manager:	The General Manager of the Duke Energy Convention Center or any person designated by the General Manager to perform any of the General Manager's functions.
Assistant General Manager:	The person in charge of overseeing all day to day operations of the Event Services, Security, Housekeeping and Set-up departments.
Director of Operations:	The person in charge of overseeing all day to day operations of the Facility in regards to maintenance, repairs and HVAC.
Event Manager:	The person assigned to act as the liaison between the client, the Facility and the in-house contractors. Will work with the client on the Event in its entirety. This person is responsible for making quick decisions during emergencies.
Licensee:	An approved applicant who has entered into a Contract and has submitted any required deposit(s) or paid the Contract Fees provided that the term shall not include any person whose Contract has been terminated or cancelled.
Contract Fee:	The total of all charges prescribed in the Contract for the use of the Facility.
Contract Period:	That period of time as prescribed in the Licensee's Contract.
Event:	Any type of function or activity for which the Facility may be occupied.
Premises:	That portion of the Facility as defined in the Licensee's Contract.
Ticket:	Any form of entry control utilized to impose a fee of any sort for admission to an Event.
Firearm:	Any device designed, made, or adapted to expel a projectile through a barrel or cylinder by using the energy generated by an explosion or burning substance or pressurized air or gas or any device readily convertible to that use.

The following policies and procedures must be read thoroughly before Licensee signs a Duke Energy Convention Center contract. We also recommend that Licensee supply a copy of these policies and procedures to their exhibitors, contractors, employees, etc. so as to eliminate challenges before they arise. If there are any questions concerning this document, please call the Event Services Department at 513-419-7300

1. EMERGENCY AND PUBLIC SAFETY REQUIREMENTS

A. The Licensee shall familiarize themselves, their contractors, exhibitors and employees with the safety procedures and regulations governing all parts of the Convention Center used by the Licensee. The Licensee shall instruct their agents and employees about the Convention Center's Emergency Procedures, and their own specific plans to evacuate any disabled persons.

B. The Licensee must, at all times, conduct its activities with full regard for public safety and observe and abide by all applicable rules, regulations and requests of the Convention Center or duly authorized governmental agencies responsible for public safety. The Licensee is responsible for the acts and conduct of all persons admitted to the Premises or any other portion of the Properties.

C. Licensee is required to hire, through the DECC, certified first aid personnel for the entire term of the Contract Period (move-in, and move-out operation hours and one half hour before, during, and one half hour after event day show hours). The quantity and work schedule of first aid personnel are to be submitted in writing to the Convention Center thirty (30) days prior to the first day of the Contract Period. Any accidents occurring or first aid rendered to a convention or show attendee, staff or employee must be reported to the Facility security desk or the Event Manager immediately. The incident must be recorded on a form provided by the Convention Center and by the first aid contractor, with a copy issued to the Event Manager before the close of the Event.

D. Licensee is required to hire, through the DECC, security during the Contract Period on the Premises, including exhibit halls, registration, meeting rooms, loading dock areas and exits. A schedule of the number and locations of guards must be submitted in writing and approved by the Event Manager thirty (30) days prior to the first day of the Contract Period. The Convention Center maintains twenty-four (24) hour security for the protection of the Facility.

E. Parking of vehicles in the bus lane located on Elm Street is strictly prohibited. The lane is for the exclusive use of shuttle buses and taxi service. Shuttle times, dates and number of buses must be provided to the Event Manager no less than three (3) weeks prior to the first day of the Contract Period.

F. DECC Management retains the right to make public address announcements to ensure public safety and building operation. The Licensee will be notified prior to such announcements, except during emergencies.

2. FIRE REGULATIONS: It is the ultimate responsibility of the Licensee to obtain the necessary permits for the Event. This includes, but is not limited to, pyrotechnics and/or fire inspector approval, etc.

A. The use of flammable and volatile materials or materials under high pressure within exhibits, displays, offices and meeting rooms within the Convention Center is strictly prohibited unless approved, in advance and in writing, by the Cincinnati Fire Department and DECC Management. These materials include but are not limited to:

1. Liquid or gas fuel in tanks attached to machinery or equipment. All vehicle batteries **must** be disconnected while on display. Gasoline is allowed in the tanks of display automobiles, but it should not exceed two gallons (five gallons or less for diesel fuel tanks) and the gas cap **must** be taped or locked. Duplicate keys for vehicles on display must be provided to show management, prior to the doors opening, in the event of an emergency. These keys shall be kept on the premises during the entire Contract Period.

2. All oxygen, propane, gas pressure vessels, CO₂, acetylene, helium, etc. The in-house utility contractor is the exclusive provider of any gases.

B. All vehicles not on display must be removed from the Facility **one hour before** attendees are allowed onto the exhibit floor. The Convention Center and the City of Cincinnati Fire Inspector have final determination as to when the Event may begin.

C. Written authorization by DECC Management and the City of Cincinnati Fire Inspector shall be required for fireworks or other pyrotechnics to be set off in or near the Convention Center.

D. All decorations, drapes, signs, banners, table coverings and skirts, carpeting or similar decorative materials used shall be flame retardant to the satisfaction of the City of Cincinnati Fire Inspector. All such material is subject to inspection and flame testing by the Fire Inspector.

E. Exhibitors, service contractors and all event personnel must comply with all federal, state and local fire codes which apply to places of public assembly. Please refer to the City of Cincinnati Fire Codes for complete Fire Regulation guidelines.

F. No portion of the sidewalks, ramps, entrances/exits, corridors, passageways, halls, lobbies, stairways, escalators, aisles, driveways or access to public utilities of the Facility shall be obstructed or used for any other purpose than ingress and egress. Access to the fire detection and suppression systems, HVAC vents and house lighting fixtures and controls shall not be covered or obstructed. Exit doors must have a 10' clearance on both sides (egress and ingress) with no physical obstruction. All exit doors will remain unlocked during all show hours.

G. Fire extinguishers must be available in all cooking booths. Where cooking equipment involves the use of vegetable or animal oils and fats, it is required that at least one (1) 2.5 gallon (6L) "Type K" fire extinguisher with current inspection date tag be available. Fire extinguishers shall be readily visible, and have no more than a 30-foot unobstructed travel distance and placed no closer than 5 foot of the cooking appliance.

3. FLOOR PLAN APPROVAL

A. All floor plans must be submitted to the Convention Center Event Manager and once approved will need to be submitted to the City of Cincinnati Fire Department for approval prior to distribution to exhibitors but no later than six (6) weeks prior to Licensee's first move-in day. Floor plans must also be submitted and approved by the Convention Center Event Manager and the City of Cincinnati Fire Department for all public areas (First, Second and Third Levels) utilized by the Licensee. Floor plans must allow adequate aisle space as determined by the City of Cincinnati Fire Inspector and the proposed set-up must not prevent access to fire exits, fire hoses, concession areas, offices or meeting rooms. Exit signs and fire hose cabinets must remain visible and unobstructed at all times.

B. Any final plan, if different from the plan originally submitted, shall be re-submitted to the Event Manager and City of Cincinnati Fire Department for approval no less than thirty (30) days prior to the Event or, at the discretion of DECC Management, set-up will not be permitted.

C. The Licensee will be required to verify with the DECC Event Manager the actual net square footage of exhibit space used and sold on or before the last open show day to determine total rental fees for the exhibition area, if applicable.

D. No exhibit space may be sold from a non-approved floor plan.

4. MOVE-IN AND MOVE-OUT

A. The Convention Center will not allow or accept freight shipments for Licensee, its contractors, exhibitors or speakers. Licensee is responsible for handling and storage of all freight shipments.

B. It is the responsibility of the Licensee to make arrangements for storage of all crates and packing material. Crates may only be stored in areas approved by DECC Management and the City of Cincinnati Fire Department on the exhibit floor. For approval, the Licensee is to provide, in writing to the Convention Center Event Manager, the proposed storage location. The DECC is not liable for any damages, losses or security surveillance for storage of crates.

C. Licensee is responsible for coordinating the move-in and move-out procedures, schedules and logistics of the Event with their Event Manager.

D. All labor requirements for move-in and move-out and set-up of exhibit display areas shall be the sole responsibility of the Licensee at the Licensee's cost and expense.

E. All move-in and move-out of exhibits must be through designated loading docks, freight doors and freight elevators. The main lobbies, exhibit hall doors, escalators and passenger elevators are not to be

used for this purpose. Exhibitors should verify, with show management, all show security arrangements and times for move-in and move-out to avoid challenges with unattended equipment and materials.

G. No forklifts, truck trailers, etc., are to be stored or left before or after the Contract Period for any Events without written authorization from the Facility Manager.

5. EXCLUSIVE SERVICES

A. All of the following services are operated and controlled by the Convention Center:

1. Temporary Utility Service (electrical and plumbing)
2. Food and Beverage Service (**Ovations**)
3. Telephone Communication (**CCPI**)
4. Exhibit Booth Cleaning
5. Facility-affixed Audio, Lighting and Structural Rigging (**Prestige AV**)
6. Security
7. Emergency Medical Technicians (EMT)

B. It shall be the responsibility of the Licensee to submit to the Event Manager, in writing, a list of other service contractors who are providing a service to the Licensee and its' exhibitors no later than ten (10) days prior to the first day of the Contract Period.

C. All persons working in the Convention Center must wear an identification badge provided by their respective employer or Licensee or they risk being denied entry or be expelled from the Facility. Badges must include the name of the wearer (or number) and the name of the firm they represent.

D. Licensee's contractor's equipment and/or exhibitor materials that are not removed at the end of the Contract Period may be disposed of by Convention Center personnel with the approval of DECC Management. The cost of removal, clean-up and disposal, if the items are not within the category of normal Facility cleaning, will be billed to the Licensee. The Convention Center and its employees will not be held responsible for damage and/or lost equipment and materials due to special requests.

E. Licensees are to clean daily any of the freight entrances, docks or crate storage areas in their care, custody or control. The Licensee is responsible for the removal of all crates and pallets off DECC property by the end of the License period. The licensee will be financially responsible for any damage to the building, parking lots, dock areas or actions caused by its agents or employees.

F. Access to equipment rooms is strictly prohibited to anyone other than Convention Center staff, its in-house and/or approved contractors.

G. The Facility's permanently installed audio, video and lighting control equipment, is to be used only under the direct supervision of the in-house audio visual contractor with regards to the house microphone, mixers, patch cables and control devices. The in-house audio visual contractor will provide current rates for its service upon request.

6. TICKETS

A. Definitions:

1. "Ticket" shall mean all forms of entry control utilized to impose a fee of any sort for admission to an Event with the exception of Registration Fees and entry charges.

2. "Ticket Manifest" shall mean a printed inventory list provided by the Ticket printer verifying the number of Tickets printed and price breakdown of Tickets.

3. "Registration Fees" shall mean a formal/official enrollment, usually purchased in advance for a series of Events. These Events are normally not open to the public instead they are open to an identified group, trade, non-profit association or organization. Registration is not classified as a Ticket. If disputed, final determination will be made by the General Manager.

4. "Complimentary Ticket" shall mean one given without charge to its recipient.

5. "Sales Report" shall mean an itemized accounting for all Ticket sales and monies.

6. "Advance Sales Report" shall mean a report monitoring Ticket sales prior to the start of a particular Event.

7. "Box Office Statement" shall mean an itemized accounting for all Tickets and monies for a specific Event.

A. The Licensee shall provide a Ticket manifest no less than (3) three weeks prior to the first day of the License Period to the Event Manager. Each Licensee is required to use serially numbered Tickets to ensure an accurate accounting of Ticket sales. In the case of computerized Ticketing, an auditing report will suffice.

B. General admission seating or festival seating is not permitted except upon express written permission from the General Manager and shall be authorized only if the General Manager determines that use of general admission will not result in a significant chance of injury to persons or damage to the property.

7. PREVENTION OF FACILITY DAMAGE AND DISFIGUREMENT

A. All Convention Center equipment will be set-up and/or operated only by authorized DECC personnel or contractors.

B. Only the Convention Center personnel are authorized to operate portable walls and overhead dock doors, turn on or off lights or lock or unlock doors. A written schedule of days, dates and times these services will be needed must be received by the Convention Center at least twenty-four (24) hours in advance of the time these services are required.

C. Absolutely no forklifts, battery/gas powered cars, man lifts and/or personnel lifts are allowed on any permanently carpeted areas of the Facility. If a man lift and/or dolly is necessary to complete the requirements of show management, their use must receive advance approval from DECC Management, which will only be granted when the approved covering (i.e. plywood, polyethylene) is used to protect the carpeting in these areas.

D. All platform trucks, dollies and carts to be used in permanently carpeted areas must have tires and wheels of a type approved by DECC Management and must meet the following requirements:

1. Wheels are to be at least 6" minimum diameter.
2. Thread width is to be a minimum of 2½ ".
3. Semi-Pneumatic or Pneumatic tires required.
4. Wheels must be in good operating condition and properly lubricated.

E. No locks and/or chains will be placed on any door of the Facility for any reason.

F. Under no circumstances should any exterior door be propped open or any automatic closing device, panic hardware or mullion be removed from any door of the Facility.

G. The Convention Center will require all tape and/or tape residue marks and booth number stickers on exhibit hall floors to be removed by the Licensee at the completion of the move-out. Only pre-approved tapes may be used in the Facility. All tapes must be submitted to DECC Management for approval, prior to use. Absolutely no tape of any kind will be permitted on any permanently carpeted or painted areas or be affixed to any permanent feature, whether inside or outside, of the Facility.

Only the following tapes, or an advanced approved tape by DECC Management, may be used on the exhibit hall floors of the Facility:

Shurtape-PC 618 Cloth Tape (2" or 3" width)

Shurtape-DF-642 Double Face Cloth Tape (2" or 3" width)

H. No adhesive-backed decals are permitted to be distributed or used inside or outside the Facility.

I. No signs may be attached to any Convention Center podium without the prior written consent of DECC Management.

J. No holes may be drilled, cored or punched in the building.

K. No painting of signs, displays or other objects will be permitted inside or outside the Facility.

L. Drip pans and scrap buckets should be provided for operating machinery to prevent lubricants, paint, etc. from staining the floor and/or causing a safety hazard. Licensee shall be responsible for any costs associated with any special clean up, damages or proper environmental disposal.

M. All gasoline and other flammable liquids used in exhibit hall areas must be placed in clearly labeled containers that are explosion-proof. Storage of these liquids must be in a location as approved by the City of Cincinnati Fire Inspector.

N. For any display where soil, humus or other landscaping type materials or pens containing live animals are being used, a protective coating must be used on the floor such as plastic or a similar strength material.

O. Licensee is responsible for the repair of any damage or disfigurement to the Facility resulting from the operation of the Licensee or any of its exhibitors, agents, employees, sub-contractors, etc. Licensee and the Event Manager will walk through the Contracted Premises prior to and after the Contract Period so as to identify any damage occurring during the Contract Period.

8. FOOD AND BEVERAGE

A. Food and beverage services are operated and controlled by the Convention Center. No food and beverage supplies, or alcoholic beverages, may be brought into or removed from the Convention Center by the Licensee, its employees, contractors or attendees. The Convention Center exclusive Food and Beverage provider, **Ovations** must approve, in advance, all exhibitor or Licensee requests for food or beverage sampling distributed from exhibition booths or any other areas within the Convention Center. All requests must be made by completing and submitting the Convention Center's Food Sample Authorization form to the official Convention Center food service contractor.

B. Licensee and its exhibitors are responsible for obtaining a City of Cincinnati health permit, in the event that permission to sample foods and/or beverages has been granted by Convention Center management and the food service contractor. A copy of the health permit application and/or receipt for the health permit **must** be submitted to the Event Manager no less than seven (7) days prior to the first day of the Contract Period. The application for the health permit or the receipt must also be displayed in the booth or at the Show Management Information Desk.

9. KEYS

A. A request for any keys needed must be submitted through your Event Manager. Keys issued to the Licensee are to be returned upon completion of Contract Period. In the event keys are not returned to the Convention Center, immediately upon completion of the Contract Period, the following charges will apply:

1. Lost Key- \$50.00
2. Re-core lock- \$100.00

10. PUBLIC AREAS

A. The parking lots, public areas, lobbies, sidewalks, all Facility entrances and exits are considered common areas and are not under Licensee control. All activities utilizing common areas, inside or outside the Facility, are subject to prior written approval by DECC Management, and must take into consideration the requirements of all the Licensees using the Convention Center. Detailed floor plans with specifications are to be submitted to the Event Manager, no less than thirty (30) days prior to the Contract period, for written approval for any use of common areas.

B. The lobby areas in the Facility are for the movement of attendees only. At no time will Licensees be permitted to use lobbies for the display of merchandise, posters or counters of exhibition of any nature, without prior written approval from DECC Management.

C. The Convention Center shall have total control over the messages displayed on all marquees, plasmas and recorded on the DECC twenty-four hour information line.

11. HOUSEKEEPING

A. The Convention Center's personnel will clean all public access areas, which include lobbies, hallways, rest rooms, meeting rooms, association offices and registration areas (if requested). These services are included in the Contract Fee and are provided at no extra cost to the Licensee.

B. The Convention Center will remove light trash during move-in and move-out hours. Licensee shall be responsible for arranging removal of bulk trash, crates, pallets, packing material and any other excessive trash. Licensee will be held responsible for any cleaning or costs associated with an unusual amount of dirt, debris, oil or grease.

C. Licensee is responsible for ensuring that their General Service Contractors and subcontractors maintain a clean and safe working environment.

12. CONCEALED HANDGUNS

Pursuant to State of Ohio R.C. 2923.126(B) the possession of firearms is prohibited in the facility with the following exceptions, (i) licensed peace officers, licensed honorably retired peace officers, licensed protection professionals (with prior approval) and (ii) exhibitors during duly licensed gun shows (with prior approval).

13. GRATUITIES

The DECC gift policy strictly prohibits any Convention Center employee from accepting any gifts, gratuities, loans, favors or any other items of value from parties doing business with the Convention Center. Any "item of value" is a term that has no minimum dollar value and could include such seemingly insignificant items as pens and sodas. All Licensees and exhibitors should be aware of this policy and refrain from such activities.

14. LOADING DOCKS

Parking is strictly prohibited in all loading dock areas. The dock area is for unloading, loading, deliveries and emergencies only. All vehicles in violation will be towed, without notice at the owner's expense. Licensee, exhibitor and attendee parking is available in surface parking lots and adjacent garages.

15. PUBLIC SPACE FACILITY FURNITURE

The lounge furniture and/or plants located throughout the public areas in the facility, are not designed to be moved. The Licensee shall not move this furniture without prior approval from DECC Management

16. SMOKING AND TOBACCO POLICY

In accordance with Chapter 3794 of the Ohio Revised Code, smoking and/or the distribution or sale of tobacco related products is strictly prohibited in the Facility.

17. GUIDELINES FOR SIGN HANGING AND CEILING RIGGING

A. All Licensees are allowed to have promotional signs, aisle signs, directional signs, etc. hung or attached to the Facility. Approval for any hanging or attaching to the Facility structure will be based upon the stipulation and guidelines stated below:

B. The Licensee of the Facility is ultimately responsible for any damage, injury, etc. occurring out of or because of the hanging or attachment to the Facility by any exhibitor, contractor, subcontractor, representative, agent, etc. during the Contract Period.

C. A written request for any hanging or attaching (including, but not limited to drawings, weights, attachment points, etc.) must be submitted to the Convention Center Event Manager at least thirty (30) days prior to the first day of the Contract period.

D. At no time will any item be attached to the ceiling grid, ceiling tile or a false ceiling of the Facility.

E. All beam structures or other painted structures are to be covered with a protective material before wire, cable, etc. is attached to ensure no damage occurs to painted surfaces.

F. At no time will electrical lighting conduits, utility pipes or sprinkler systems be used as supports or as a source for attachment.

G. No wires, ropes, etc. should be left behind. All items must be completely removed before the end of the Contract Period. Only the approved in-house Audio Visual contractor has jurisdictional rights to rig within the DECC.

H. Please refer to the following table **(16A)** guidelines on who can perform installation of any materials.

I. All rigging and/or hanging requests must be submitted in writing to the Event Manager or the Convention Center audio-visual contractor. The Convention Center audio-visual contractor will confirm whether or not the requirements fall within the Facility architect's guidelines. Facility management or their designated representative may, at any time, refuse permission to hang, stop, terminate or delay the hanging or attachment process if they are concerned for safety reasons or concerned for damage to the building. The Facility Management decision will be final in all cases. Facility management has the ultimate right to assign an on-site supervisor provided by the Facility audio-visual contractor, at published rates at time of rigging, to approve any and all rigging.

DEFINITION OF POINT:

The DECC will consider "point" to be the steel cabling used to wrap or to be affixed around the structural beams of the Facility. Contractor shall have the exclusive right to supply the steel cabling, in addition to the right to supply the labor to wrap the cables around structural beams and connect those cables.

16A. HANGING AND RIGGING

TYPE OF MATERIAL	DEFINITION	WHO CAN HANG OR ATTACH
Banner, Drape, Screen Masking	Soft material articles with no framing and no rigid support system. Total weight is 250 lbs. or less, (with no electrical.) Materials used must meet fire code regulations.	Licensee's decorating service contractor or other Licensee designated and Facility approved company.
Sign: A) 250 lbs. or less, (no electrical) B) 251 lbs. or more (with or without electrical)	Rigid or hard material with frame and/or support system. Purpose is to display words, pictures, graphics, etc. NOT to include projected images.	a) Licensee's decorating service contractor or other Licensee designated or Facility approved company. b) Facility designated company with approval of labor, location and weight by Facility only.
Equipment Support System	Facility structure utilized to support lighting, sound, winch motors, screens, scenery, backdrops, etc.	Facility contractor shall have the exclusive right to establish all points. (See definition of "point" above.) Everything below the point will be handled by Licensee's designated company, but all labor, locations, weight, etc. must be approved by the DECC Management.
Exhibit Support System	Structures, cable, lines, etc. utilized to guide and support any part of an exhibit booth or stage setting.	Facility contractor shall have the exclusive right to establish all points. (See definition of "point" above.) Everything below the point will be handled by Licensee's designated company, but all labor, locations, weight, etc. must be approved by the DECC Management.

18. HELIUM BALLOON POLICY

Helium balloons are prohibited within the Facility for the following reasons:

- A.** Helium balloons cause a public safety hazard when they rise to the ceiling and into the lighting and/or electrical system.
- B.** Further safety hazards are caused when Facility personnel are required to use a personnel lift to retrieve stray balloons that become entangled in the Facility structure.

20. RESIDUAL MATTERS

- A.** Licensee shall, and shall cause its servants, agents, employees and Licensee, to abide by the General Manager's Policies and Procedures and such other responsible rules and regulations as may from time to time be adopted by the General Manager for the use, occupancy and operation of the Premises and Facility. Licensee shall notify their exhibitors, contractor and agents of these Policies and Procedures and shall be responsible for their enforcement. Licensee shall also be responsible for payment of all applicable fees and charges should their exhibitors or contractors default or fail to meet their obligations, with respect to the Policies and Procedures.
- B.** All matters, rules, regulations or deviations therefrom, not expressly provided for herein, shall be decided upon by the General Manger and at his sole discretion. The General Manager has the right to alter and/or amend these Policies and Procedures at any time.
- C.** For every Event, the Convention Center has final determination on whether the Facility is properly prepared, as defined in these Policies and Procedures, for the doors to be opened or closed to the public and/or to the Event's attendees.