

ALLEN COUNTY WAR MEMORIAL COLISEUM - USE GUIDELINES

**LICENSEE RESPONSIBILITY/GENERAL INFORMATION
PRIVATE EVENT FUNCTIONS**

UPDATED Friday, October 27, 2017

The following rules and regulations are an extension of the License Agreement and are designed to give the Licensee a clear and descriptive outline of the responsibilities and operational guidelines of the Allen County War Memorial Coliseum®.

LICENSE DEPOSIT AND RETURN

Licenses are due, along with the specified deposit, on or before the due date stated on the last page of your License Agreement. Failure to return your License by this date will render the License null and void, thus releasing the event date for the use of other clients. Should you need to cancel your event before your License Agreement is signed and returned, please make a courtesy call to the Administrative Office to notify a member of the Memorial Coliseum staff.

PAYMENT POLICY

All charges outstanding to the Allen County War Memorial Coliseum® are payable ten days following the receipt of an invoice in settlement of the event. Refer to License Agreement for specific payment due date.

Accounts remaining unpaid after thirty (30) days will be subject to a finance charge on the outstanding balance. Accounts remaining unpaid after ninety (90) days will be submitted to an attorney for legal action. Accounts past due may be restricted from any future reservations until the outstanding balance is cured.

SERVICES PROVIDED AS A PART OF BASIC RENTAL

The Allen County War Memorial Coliseum® will provide the basic facility for the Licensee's use, including such normal custodial service and utilities as further described in this section.

UTILITIES: During the operating hours of the event, the Memorial Coliseum will supply the premises with the amounts of general lighting, ventilation and heating or air-conditioning, as applicable, needed for the comfort and safety of the occupants. Varying levels of lighting and HVAC are provided for decorator set-up and event hours. Levels provided above normal will be charged an additional cost. Any unique requirements for these standard services shall be made known to the Memorial Coliseum General Manager no less than thirty (30) days in advance.

HOUSEKEEPING: All areas licensed by the Licensee shall be provided in a clean condition for the commencement of the License period. During the event, the Memorial Coliseum will maintain all meeting rooms and lobby areas, and shall keep clean and supply the restroom and toilet facilities. Should a need exist for extraordinary garbage collection services, the added cost of these services will be charged to the Licensee. The Memorial Coliseum will provide cleaning services at the close of the event to restore the facility to a clean condition, providing that the condition of the building shows only ordinary wear and tear and a reasonable amount of debris.

TABLES & CHAIRS: Use of Memorial Coliseum basic tables and chairs (including the set-up thereof) are included in the rental fee for any meeting room and/or banquet functions, at no additional charge.

(Table coverings, centerpieces, candles, etc. are usually arranged by Licensee through the caterer that Licensee has chosen from the Pre-Qualified Caterers List.)

SET-UP/EQUIPMENT AND SERVICE REQUESTS

The Allen County War Memorial Coliseum® offers a wide array of equipment and services that may be utilized by the Licensee; please see the rate sheet for a list of available equipment/services and applicable fees. Use of these services and equipment, at the Licensee's request and expense, may be arranged with the Coliseum Event Manager. The Licensee agrees to give the Event Manager at least two weeks prior notice of any equipment requirements. In addition, a full and detailed outline of the facilities required, including the floor set-up, name of caterer, and security needs must be provided to the Memorial Coliseum Event Manager at least two weeks prior to the event.

Clients beginning the event planning process are entitled to layout creation assistance from the Coliseum's event team, including up to two (2) revisions. Clients with existing layouts on file are allowed up to three (3) layout revisions. Additional revisions will be billed to the client at \$25.00 per hour. This includes but is not limited to: booth placements, table placements, room setups, numbering, labeling, staging changes, and audio visual adjustments. Excluded would be final adjustments based on final catering guarantees.

SUBSTANTIAL CHANGES MADE IN SET-UPS WITHIN THE FINAL WEEK PRIOR TO THE EVENT MAY RESULT IN ADDITIONAL CHARGES FOR LABOR. SUBSTANTIAL CHANGES IN SET-UPS MADE LESS THAN 24 HOURS PRIOR TO THE EVENT WILL RESULT IN ADDITIONAL CHARGES FOR LABOR.

SECURITY

The Memorial Coliseum will provide, at the Licensee's expense, such security personnel as may be determined necessary by the Coliseum General Manager. Any/all security guards must be employed through Allen County War Memorial Coliseum®. To schedule security, contact the Coliseum Event Manager. The Event Manager must be notified of any security needs. Security must be scheduled at least two weeks in advance of event date.

WEAPONS/FIREARMS BAN DESIGNATION

The Allen County War Memorial Coliseum® is an instrumentality of the Board of Commissioners of the County of Allen, which is a political subdivision of Indiana. Indiana Code Section 35-47-11-1-2 prohibits the regulations of firearms, ammunition, and firearm accessories by a political subdivision. This includes the possession or carrying of a firearm on the grounds or in the Allen County War Memorial Coliseum®. Because of this law, the Board of Trustees of the Allen County War Memorial Coliseum® (Licensor) cannot ban the carrying of weapons, including firearms into the facility.

There is an exception to this law. This exception allows the Licensee, who is leasing property from a political subdivision or municipal corporation, to enforce its own rules of conduct and admission within their rental space. **This means that you, as the Licensee, have the right to allow or disallow weapons, including firearms, concealed or not concealed, in your event, at the Memorial Coliseum.** A Weapons/Firearms Ban Designation form is sent out with the License Agreement or is available upon request. **FAILURE TO RETURN THIS SIGNED DOCUMENT TO LICENSOR WILL INDICATE YOUR PREFERENCE TO ALLOW WEAPONS, INCLUDING FIREARMS INTO YOUR EVENT'S RENTAL SPACE AT THE MEMORIAL COLISEUM.**

FIRE MARSHAL/RESTRICTED SUBSTANCES

As a major public facility, safety codes and fire regulations are necessary concerns. For this reason, all floor plans are subject to approval by the Fire Marshal. Use of public foyers for purposes other than registration and lounging is strictly prohibited. Under no circumstances may a fire exit in the building be blocked in any way during an event. The Memorial Coliseum will periodically inspect the fire exits and Licensees caught violating this policy will immediately clear the exit and face both fines and may be prohibited from using the facility to book future events.

If any substances brought onto the premises by the Licensee are considered a risk to the health and well-being of the public, access may be denied or restricted by the Fire Marshal. Under no circumstances will propane, butane, or LP gases be permitted in the facility.

NO flammable liquids or gases of any kind are permitted at any time on the premises.

In the event that Licensees event includes pyro, indoor fireworks, fog, smoke or anything that requires any part of Licensors fire alarm system to be turned off, a Fire Watch will be required. Prior to the opening of the doors to the public through the completion of the event, City of Fort Wayne Fire Department personnel must be present. The hiring of all Fire Department personnel must be done through the Licensor. The Licensor must be notified at least two weeks prior to the time when Fire Watch personnel will be needed. Licensee agrees to reimburse Licensor for Fire Watch charges.

Licensees wishing to display motor vehicles in the building must abide by safety guidelines established by the Fire Marshal, including:

- un-hooking the vehicle's battery
- ensuring that a minimal amount of gasoline is present in the tank
- taping the gas caps shut

The Memorial Coliseum will periodically inspect vehicles brought into the facility and Licensees caught violating these guidelines will face both fines and may be prohibited from using the facility to book future events. Copies of these guidelines are available upon request from the Coliseum Event Manager.

ANIMAL PERMITS

Licensee is responsible for any animal permits necessary for events which involve animals at Memorial Coliseum. Permits are required for but not limited to the following: Any act or show involving animals, any contest involving animals, the sale or offer for sale of any animal (animals do not need to be present) or the use of animals as an inducement to enter a particular display area or show. The necessary forms may be requested from the **Fort Wayne Animal Care & Control, 3020 Hillegas Road, Fort Wayne, Indiana 46808, phone 260-427-1244, fax 260-427-5514.**

DECORATIONS

No decorations are allowed to be affixed to any glass surface or ceilings in the facility. **NO SELF-ADHERING DECORATIONS ARE PERMITTED ON ANY SURFACE.** On surfaces other than glass or ceilings, decorations **MAY ONLY BE APPLIED WITH MASKING TAPE, STRING OR "POSTER PUTTY"**. Licensee may apply decorations ONLY in those rooms rented and may not include hallways, stairwells, lobby areas, restrooms, or any other non-Licensed area.

Any type of tape (including any brand of double-faced carpet tape) to be applied to the floor of non-carpeted

areas for the purpose of positioning temporary carpeting **MUST** be approved in advance by the Event Manager. Licensees are forewarned that many brands of double- faced tape do not come off the floor, and the cost for clean-up is substantial and WILL be billed back to the Licensee.

Following the close of the event, the LICENSEE **MUST REMOVE ALL DECORATIONS AND TAPE** and place these items into waste receptacles. This clean-up is to be completed by the Move-Out Time as specified in the License Agreement. Any decorations or tape remaining from the event will be removed by the Memorial Coliseum at the rate of \$20.00 per man-hour (also subject to overtime rates for holidays, after midnight, etc.).

Under no circumstances may Licensee staple decorations into any tables owned by the Memorial Coliseum.

Any damage to walls, floors, windows, or any other surface or furnishing due to decorations applied will be repaired at the expense of the Licensee.

Use of **CANDLES** is permitted during private events/parties, provided that each candle is enclosed in a glass hurricane-type or tall votive shade.

Floral arrangements may be brought onto the premises by Licensee's preferred florist.

The use of **HELIUM BALLOONS** is prohibited in the Arena, Exposition Center, Conference Center and Rotunda areas. Helium balloons may be used, however, for decoration purposes only, in the Meeting Rooms and Lounge. For helium balloons used in a prohibited area, their removal by Coliseum personnel will be billed to the Licensee at the rate of \$50.00 per hour.

Any **SIGNS** on the Memorial Coliseum premises, inside or outside, must have the approval of the Event Manager as to size, number, quality, content, location and method of hanging. By such permission, however, the Memorial Coliseum does not accept any responsibility in any manner for content. **THE MEMORIAL COLISEUM WILL REMOVE AT THE LICENSEE'S EXPENSE ANY UNAUTHORIZED SIGNS.** No self-adhering signs are permitted on any surface. The method for hanging signs must conform to the instructions under "DECORATIONS."

CARPETED AREAS RESTRICTION

The use of forklifts and golf carts are restricted from all Coliseum lobby and carpeted areas. If motor vehicles are to be placed on the carpet, the promoter/Licensee is responsible for taking the necessary steps to protect the Coliseum carpet, including but not limited to: tire pads and cardboard or visqueen under vehicles. Additionally, drip pans may be required under vehicles if any type of product leak is obvious or anticipated. In some cases, it will be recommended that a carpet runner be utilized to protect carpet from the room's entry point to the final display location. **Any damages incurred to the carpet, and cost to repair same, will become the liability of the promoter/Licensee.**

DAMAGE POLICY

The Licensee agrees to indemnify and save and hold harmless the Allen County War Memorial Coliseum[®], its individual trustees, employees and agents against any and all liability arising incident to the use and occupancy of the building and premises. The Licensee agrees not to injure, mar or deface any portion of the Coliseum premises, and will be responsible for paying for any/all damages caused by the Licensee or anyone permitted onto the premises by the Licensee (guests, employees etc.) The Licensee agrees not to alter the premises in any way (this includes driving of nails, tacks, screws etc.). The Licensee is responsible for all property belonging to the Licensee or guests of the Licensee. These policies are further detailed in the License Agreement.

ALCOHOLIC BEVERAGES

Alcoholic beverage sales, service and sampling are regulated by the State of Indiana. The Allen County War Memorial Coliseum® designated concessionaire and caterer, currently Aramark, is responsible for the facilitation of these regulations and dispensing of all alcoholic beverages. Therefore, absolutely NO beer, wine or liquor of any kind or character shall be sold, served, sampled or brought onto the premises by the Licensee or its agents, sub licensee's exhibitors or employees. If at any time alcoholic beverages are found to be not facilitated by Aramark, such beverages will be confiscated and the violator will be reported to the Indiana Alcohol & Tobacco Commission. If alcoholic beverages are confiscated, they become the property of Aramark and the Coliseum will have the right to discontinue any alcoholic beverage service related to the event.

SMOKING POLICY

The Allen County War Memorial Coliseum® is operated as a smoke-free facility. Licensee shall abide by this policy and enforce this policy whenever necessary. Licensor shall have the right to intervene if this policy is not maintained and take whatever actions necessary to preserve the smoke free environment. The use of e-cigarettes or personal vaporizer devices is also prohibited inside the venue.

Per city ordinance, smoking is permitted only in designated areas, a minimum of 20' from any entry door.

CATERING

The Memorial Coliseum strictly prohibits the carrying in of food and beverage items EXCEPT for the following:

- Private special occasion event clients may bring in a cake or cupcakes and still qualify for the food and beverage rental credit by meeting or exceeding the minimum spend with the on premise caterer, currently Aramark, for their space. Examples of private special occasion events are as follows: Wedding Reception, Birthday and Anniversary Party, Graduation Open House, Bridal and Baby Shower. (Other event types not listed would need to be approved by the Executive Vice President & General Manager on a case-by-case basis.)

All other food and drink service **MUST** be provided by either the Memorial Coliseum's authorized concessionaire and caterer, currently Aramark, or from a caterer listed on the Memorial Coliseum's Pre-Qualified Caterer's List. (See above paragraph detailing alcoholic beverage policy.)

It is the responsibility of the Licensee to arrange for catering services. The Coliseum Event Manager should be notified as soon as a caterer is selected.

RESIDUAL MATTERS

Any matters not expressly covered by the Use Guidelines, the License Agreement or rules and regulations adopted by the Allen County War Memorial Coliseum® Board of Trustees shall be determined by the General Manager in their discretion.

The contents of the Use Guidelines are hereby incorporated into the License Agreement by reference. The Licensor reserves the right to make reasonable changes to the Use Guidelines in writing from time to time. Licensee shall receive written notice of any changes.

TELEPHONE CONTACTS

ADMINISTRATIVE OFFICE: 260-482-9502

EXECUTIVE VP/GENERAL MANAGER	RANDY BROWN	482-9502
VICE PRESIDENT OF FINANCE/COO	C. J. STEIGMEYER	482-9502
VICE PRESIDENT OF EVENT SERVICES	MICHELE REMENSCHNEIDER	482-9502
VICE PRESIDENT OF OPERATIONS	BRYAN CHRISTIE	482-9502
VICE PRESIDENT OF SALES	NATHAN DENNISON	482-9502
ASSISTANT OPERATIONS MANAGER	ERIC LONSBURY	482-9502
PLANT FACILITIES MANAGER	RICHARD THOMA	482-9502
ACCOUNTING MANAGER	GREG GOFF	480-2168
EVENT MANAGER	SARAH BERTSCH	480-3712
SYSTEMS & TECHNOLOGY MANAGER	BRAD RIEHLE	480-2158
AUDIO/VISUAL SERVICES MANAGER	ANDREW RENNECKER	480-3715
DIRECTOR OF PREMIUM SEATING	TAMMI HUGHES	480-2186
ASST. DIRECTOR OF PREMIUM SEATING	MALIK WILLIAMS	480-2185
MARKETING & MEDIA COORDINATOR	ALEX OVERBY	480-3709
CONTRACT ADMINISTRATOR	DEBORAH DAMBRA	480-2124
TICKET OFFICE MANAGER	JAYNE CONNOR	483-1111
ASST TICKET OFFICE MANAGER	APRIL WORKMAN	483-1111

CONCESSIONAIRE/CATERER: Aramark 260-484-6486

GENERAL MANAGER	BRIAN ANNIS	480-2166
CATERING SALES COORDINATOR	CAROL ROOP	480-3711
CATERING MANAGER	BRETT ASCHLIMAN	480-3770