

ALLEN COUNTY WAR MEMORIAL COLISEUM - USE GUIDELINES

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

UPDATED Friday, October 23, 2020

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[®]/Expo Center.

LICENSE DEPOSIT AND RETURN

Licenses are due, along with the specified deposit, on or before the due date stated on the last page of the License Agreement. Failure to return the License by this date will render the License null and void, thus releasing the event date for the use of other clients.

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.

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, exhibitor move-in and show 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 move-in, the Memorial Coliseum will remove debris that can be handled with broom and shovel but other debris must be removed by the Licensee. During the event, the Memorial Coliseum will supply cleaning services for the aisles of exhibit areas, maintain all meeting rooms and lobby areas, and shall keep clean and supply the restroom and toilet facilities. The Memorial Coliseum will clean aisles and broom sweep exhibits during the event period when not open to the public. If one or more exhibitors produce extra amounts of debris requiring extra or special housekeeping services, either the tenant or the exhibitors shall pay the published labor and equipment rates for performing such services. 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.

Services for exhibit areas for which carpeting has been rented or provided must be requested from the Licensee's decorator. Carpet vacuuming by the Memorial Coliseum will be limited to public foyers, meeting rooms, and other non-exhibit areas.

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.

SETTLEMENT OF TICKETED EVENTS

The Memorial Coliseum will pay any net proceeds due from ticket receipts less rent and all other charges on the closing night of the event, if advance arrangements have been made, or on the next business day after the conclusion of the event as standard practice.

DATE PROTECTION POLICY

The Allen County War Memorial Coliseum[®], in the best interest of all potential building users, reserves the right to maintain a reasonable time period of thirty (30) days between similar types of commercial consumer shows (exhibits, sport shows, sales, family events, musical productions, etc.). It is the intent of the Allen County War Memorial Coliseum[®] to invoke this time separation as a means of insuring the success of all events held in this facility.

FLOOR PLANS/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. Use of these services and equipment, at the Licensee's request and expense, may be arranged with the Memorial Coliseum Event Manager. The Licensee agrees to give the Manager at least thirty (30) days written notice as to said personnel and equipment requirements. In addition, a full and detailed outline of the facilities required, including the floor set-up, must be provided to the Memorial Coliseum Event Manager at least thirty (30) days 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 General Manager. A complete schedule, showing the times of access (and by whom) to the building must be furnished to the Memorial Coliseum Event Manager at least thirty (30) days prior to the event. The Licensee is encouraged to request, at their expense, additional security services (i.e. overnight) that are specific to the needs of their event.

All security guards must be provided 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 organizer or promoter of an event, 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.**

Because the choice of carrying weapons into an event is the event organizer's/promoter's/Licensee's option, the Licensor requires this document be signed as part of the License Agreement process if you desire to ban the carrying of weapons within your rental space. 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.

The Memorial Coliseum and the Fire Marshal must be advised in advance of any flammable liquids or gases that a Licensee, or an exhibitor, wish to bring into the building, not less than thirty (30) days prior to any scheduled event. If such substances are considered a risk to the health and well-being of the public, access may be denied or restricted to use under special safety conditions as established by the Fire Marshal. Under no circumstances will propane, butane, or LP gases be permitted in the facility.

If Lasers are to be used, they must be manufactured and operated under United States Food and Drug Administration Compliance Policy Guide Statement #22. The Variance Number, as issued by the United States Food and Drug Administration Center for Devices, and its expiration date shall be supplied to the Memorial Coliseum Manager and to the Fire Marshal not less than thirty (30) days prior to any scheduled event.

Use of **CANDLES** within exhibitors' displays is permitted, provided that each candle is enclosed in its own glass hurricane-type or tall votive shade.

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.

Licensee is responsible for completing an **Application for Amusement Entertainment Permit** and filing this permit with the **Indiana Department of Homeland Security Division of Fire and Building Safety** not less than thirty (30) days prior to the scheduled event. A fee is required and is to be submitted to the **Indiana Department of Homeland Security Division of Fire and Building Safety**, along with this permit. Failure to apply for this permit within this time period will render the License Agreement null and void.

In addition, Firework Permits will not have to be filed with the **Indiana Department of Homeland Security Division of Fire and Building Safety** for events being held at our complex. However, local fire officials require that a copy of the pyro technician's license and a full description and layout of the display be forwarded to the Memorial Coliseum Vice President of Operations as soon as it is available. Fireworks must comply with all requirements of NFPA 1126 – indoor pyrotechnics.

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.

INSURANCE REQUIREMENTS

LICENSEE IS RESPONSIBLE FOR MEETING **ALL** INSURANCE REQUIREMENTS PER THE LICENSE AGREEMENT. A certificate of insurance showing required coverage must be delivered to the Memorial Coliseum Administrative Office at least thirty (30) days before the event date. Failure to provide proof of insurance coverage within this time period will render the License Agreement null and void.

If any unmanned aircraft (including drones) are to be flown during the event, Licensee agrees to procure and maintain, during the term of this License a separate aircraft/aviation liability policy with per occurrence and CSL of at least \$1,000,000. Licensee agrees to adhere to any and all FAA regulations pertaining to flying unmanned aircraft.

It is strongly suggested that a copy of the insurance section of the License Agreement be provided to the Licensee's insurance carrier at least two months in advance of the event date.

LICENSE/PERMIT REQUIREMENTS

Licensee is responsible for seeing that an application is on file or being applied for with the Indiana Bureau of Motor Vehicles office in Indianapolis for any car dealer which has an off-site sale, or is involved in a dealer's group sale at Memorial Coliseum. Their address and phone number is: **Bureau of Motor Vehicles, Indiana Government Center North, Room 402, 100 N. Senate Avenue, Indianapolis, Indiana 46240, phone 888-692-6841.**

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.**

Also see section: Food/Product Distribution and Permits

DECORATIONS

No decorations are allowed to be affixed to any glass surface or ceiling 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.** Licensee may apply decorations **ONLY** in those rooms rented and may not include hallways, lobby areas, restrooms, or any other non-Licensed area.

Any type of tape to be applied to the floor (including any brand of double-faced carpet tape) **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 into waste receptacles. 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 corrected at the expense of the Licensee.

Any/all hired decorating services (pipe/drape, carpet, etc.) are to be arranged through decorator(s) named on the Memorial Coliseum's Pre-Qualified Decorators List. No unauthorized decorators will be permitted on the premises under any circumstances. Floral arrangements, table center pieces, etc. do not have to be provided by a Pre-Qualified Decorator.

SIGNAGE

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." Outdoor signage displays are limited to one (1) week preceding the event and must be removed at the conclusion of the event. No third party sponsor recognition is allowed on said outdoor signage displays and only event specific information such as, date, day, times and name of event.

CATERING

The Memorial Coliseum strictly prohibits the carrying in of food and beverage items. This restriction includes individual exhibitors carrying in food and beverages for meals or snacks during show hours. All food and drink services (excluding alcoholic beverages) **MUST** be provided by either the Memorial Coliseum's authorized Concessionaire, the Memorial Coliseum's on-premises Caterer, or from a caterer listed on the Memorial Coliseum's Pre-Qualified Caterer's List. See following paragraph regarding special alcoholic beverage restrictions.

ALCOHOLIC BEVERAGES

Alcoholic beverage sales, service and sampling are regulated by the State of Indiana. The Allen County War Memorial Coliseum® designated Concessionaire and on-premises 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.

HELIUM BALLOONS

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.

SALE OR DISTRIBUTION OF NOVELTIES, CONCESSIONS, OR SAMPLES ON PREMISES

Only companies who manufacture the product samples or use said product in the day to day process of doing business are permitted to bring in their own samples. All other exhibitors will purchase said food or beverage from the Memorial Coliseum's authorized Concessionaire, currently Aramark.

In the event that the "business" of an exhibitor is related to food service, samples distributed will conform to the following guidelines:

- Solid foods will be limited to 1oz
- Liquids will be limited to no larger than a 3 ounce cup
- Ice cream or frozen desserts are considered liquid

Alcoholic beverage sales, service and sampling are regulated by the State of Indiana and the Memorial Coliseum's designated Concessionaire and on-premises caterer, currently Aramark, is responsible for the facilitation of the regulations and dispensing of all alcoholic beverages. 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.

In the event that the Licensee or Licensee's exhibitors wish to sell items on premises, the sale must be approved in advance by the Memorial Coliseum's authorized Concessionaire and will be subject to a \$50 per day commission. The sale of Girl Scout cookies is subject to this commission. The only circumstances not subject to commission are: (a) the sale or distribution of merchandise from exhibit booths at private trade shows where the items sold or distributed are directly related to the business of the exhibitor, and (b) the sale of items at a public trade show that are the reason for the event to be held (i.e. the sale of collectibles at an antique show). These examples do not apply to concerts or events where tee-shirts, records, tapes, books, etc. are sold as novelty items. In that case, the sale of such items is certainly secondary to the event and therefore not exempt and a separate commission will be negotiated with the Coliseum.

FOOD/PRODUCT DISTRIBUTION AND PERMITS

Any exhibitor displaying or selling any type of food/beverage items **MUST** apply for the appropriate licenses and or permits from the Fort Wayne-Allen County Board of Public Health. Please contact the **Director of Food & Consumer Protection, (260) 449-7561** at least thirty (30) days prior to your show date. Failure to have the appropriate licenses/permits will result in the termination of your exhibit and/or restrictions from the sale and distribution of your food or beverage items.

ADVERTISING/PROMOTION REGULATIONS

In any advertising involving public events held at the Allen County War Memorial Coliseum®, the following are the correct and preferred facility titles:

- Allen County War Memorial Coliseum®
- Arena at Allen County War Memorial Coliseum®
- Expo Center at Allen County War Memorial Coliseum®
- Conference Center at Allen County War Memorial Coliseum®

PROMOTIONAL MATERIALS/DISTRIBUTION POLICY

The following points summarize policies of the Allen County War Memorial Coliseum® regarding promotional materials, product distribution and the like. Any questions regarding these policies may be directed to the General Manager.

- All media vehicles (Radio and Television) must be parked in legitimate parking spaces in the general parking lot at all times.
- No unauthorized materials (this includes but is not limited to product and/or promotional literature or product samples) are to be distributed in the parking lot areas or in the Rotunda or in any common spaces of Coliseum property. To obtain information regarding authorization of promotional materials, please contact the Coliseum General Manager.
- Authorized materials must be distributed within designated areas only. Materials authorized by promoters for show distribution must be distributed within the show area. Authorized materials distributed by qualified media or advertising representatives must be distributed in assigned areas only. Areas will be assigned by the Coliseum General Manager.
- No soliciting is allowed on the Memorial Coliseum property.

EXHIBITOR PARKING POLICY

The promoter for consumer/trade shows may request a maximum of two parking passes per exhibiting company in a consumer show, with the maximum limit of passes per Licensed space as follows:

- 35,000 square feet or less - 150 parking passes
- more than 35,000 square feet - 300 parking passes
- more than 78,000 square feet - 450 parking passes
- more than 108,000 square feet - 600 parking passes
- more than 150,000 square feet - 800 parking passes
- more than 175,000 square feet - 950 parking passes

In the event the promoter needs additional parking passes, said parking passes will be sold to the promoter at the existing parking rate times the number of days of the show, plus Indiana Sales Tax.

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.**

FORKLIFT OPERATOR CERTIFICATION

All forklift operators must be certified to operate forklifts on Coliseum property. Thirty (30) days prior to your show date(s), proof of your operator's certification must be provided to the Coliseum. In the event you have that are not certified, they may contact the Coliseum Vice President of Operations to set up a time to be trained and certified. The training session lasts approximately thirty (30) minutes and is provided at no cost by Memorial Coliseum.

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, CVE	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	RICHARD THOMA	482-9502
PLANT FACILITIES MANAGER	GENE LANGUELL	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	CHELSEA LEITCH	480-2186
ASST. DIRECTOR OF PREMIUM SEATING	ALLISON STINSON	480-2185
CORPORATE PARTNERSHIPS MANAGER	KATIE STEIGMEYER	480-2125
MARKETING COMMUNICATIONS COORDINATOR	CHELSEA SCOFIELD	480-3709
CONTRACT ADMINISTRATOR	DEBORAH DAMBRA	480-2124
DIRECTOR OF TICKETING	APRIL WORKMAN	483-1111
TICKET OFFICE MANAGER	PATRICK VENTURA	483-1111

CONCESSIONAIRE/CATERER: Aramark 260-484-6486

GENERAL MANAGER	ED DAVIDSON	480-2166
CATERING SALES MANAGER	CAROL ROOP	480-3711
CATERING MANAGER	BRETT ASCHLIMAN	480-3770