

GENERAL

Sharing the facility

Unless your Use Agreement covers the entire building, there may be other events in the building at the same time. Likewise, the building is a public building and lobby areas are considered to be public areas. Although these areas can be used for registration, coffee service and receptions, allowance must be made for public access and emergency egress.

In booking and scheduling other events into the Center, we try to avoid overuse of the building or of specific sections of the building. We shall share information about other organizations scheduled in the building with you. We assume no responsibility, however, for competitive or security concerns. Please advise your Event Manager if you have a concern.

ACCESSIBILITY (ADA)

The Americans With Disabilities Act (Public Law 101-336) requires facilities like the Center to be fully accessible to persons with disabilities.

The Center was built in 1985-86 to then existing state and federal standards for accessibility. The Great America wing, completed in 1995 meets all standards current at that time. California standards have, generally, exceeded federal standards; therefore, we begin with a high level of accessibility.

The City's ADA Task Force conducted an audit of the Center following a 'self-assessment' conducted by the Center's staff using guidelines provided by the International Association of Auditorium Managers (IAAM), our professional association.

We believe the Center to be highly accessible according to the spirit and intent of the Americans With Disabilities Act. The Transition Plan identifies those areas requiring improvement to fully meet the ADA Accessibility Guidelines, as we understand them. It is our intent to complete those improvements according to timetables established by the implementing regulations and subject to approval of the capital expenditures by the City Council.

The Center accepts responsibility for compliance with the Act with respect to its policies, practices, procedures and eligibility criteria; the provision of auxiliary aids and services other than in those areas designated for the exclusive use of the Licensee; architectural, communication and transportation barriers other than those created by or within the control of Licensee, its agents, representatives or contractors and, the provision of wheelchair seating spaces in assembly areas.

Licensee shall be responsible for compliance with the Act with respect to its policies, practices, procedures and eligibility criteria; the provision of auxiliary aids and services in areas designated for the exclusive use of or within the control of Licensee, including audio visual and architectural, communications and transportation barriers created by or within the control of Licensee, its agents, representatives or contractors.

The Center has a ramp for a 16" stage. Ramps to higher stages, if required, are not always locally available. The center will assist with locating suitable equipment.

Our theater has a Sennheiser Translation and Assistive Listening System offering up to four channels and approximately fifty headsets. There is a charge for use of the system in addition to the cost of the translator, if needed. Portable RF systems are also available.

We invite you to visit the Center and, if you wish, conduct a walk through inspection to evaluate accessibility for yourself.

TERMS AND PAYMENT

Your Use Agreement details the amount of the License fee you must pay and the dates on which deposits and final payments are due. It is important that these payments be made on time. We cannot permit you to move in unless all required advance payments have been made. Within ten (10) business days of your event, payment will be accepted only if in the form of a bank check or money order.

Upon approval of credit, which must be arranged in advance, we will invoice for charges incurred during an event. **We will not invoice third parties** for services provided on your behalf except upon credit approval for them. In addition, you must accept responsibility for charges they fail to pay.

With the approval of the General Manager, corporate purchase orders may be accepted for both License fees and services charged during an event.

Any invoices rendered are due and payable Net 30 days.

INSURANCE

Because the Convention Center is owned by a public agency, all users must provide Broad Form **General Liability Insurance** with minimum limits of **\$1,000,000 (\$2,000,000, if exhibits)** written through an insurance company licensed to do business in California. The coverage must be on an **OCCURRENCE** basis (rather than aggregate).

This insurance must insure against any claim arising out of or in connection with your use of the Center, your contractors, subcontractors, employees, exhibitors and/or agents including all costs of defending such claim or claims.

If your organization already has business insurance, it is usually possible to obtain the appropriate coverage under the existing policy. Your agent or broker can provide an **Endorsement/Certificate of Insurance to the Center** to meet the requirements. To be complete, however, it must show as **named insured's, in addition to yourself, your contractors, subcontractors, employees, exhibitors and/or agents:**

“The Center, the city of Santa Clara, the Redevelopment Agency of the City of Santa Clara, the Santa Clara Chamber of Commerce, and their respective officers, directors, employees and/or agents.”

If you do not have business insurance, we may be able to help you obtain the insurance through a **Special Event Safety Group Insurance Program**. The program is written through an insurance broker and its cost is, usually, very competitive. We are not the insurance broker or agent. We charge a nominal “processing fee” in addition to the premium quoted by the broker. Please consult your Event Manager for details.

You must also provide evidence of Worker’s Compensation coverage for California employees.

Many governmental units and some large companies are self-insured. **A self-insurance program** may be acceptable but is subject to review and approval by our Risk Management advisors.

It is not necessary for Event Insurance to include liquor liability coverage. The Center’s caterer, ARAMARK, provides this.

CONTRACTORS

The Center requires that **all major contractors and subcontractors be properly qualified and licensed**. In addition, we require that they present evidence of insurance in the same minimum amounts and in the same form, as you, the Licensee, must provide.

FLAGS, BANNERS AND SIGNS

1. **The General Service Contractor is the responsible contractor** for hanging banners inside and outside of the building. No banners may be attached to painted surfaces or to areas that will be damaged due to the installation. Banners attached to girders outside of the building will require protection from chaffing against the paint. The General Service Contractor will supply a drawing of banner locations and methods to be used to hang banners. SCCC will review all methods of hanging or rigging.
2. **If there is no General Contractor**, the Event Manager will work closely with the client to determine the location. The engineering department can install up to 10 banners. Banners larger than 6' x 8' require additional labor hours. The Event Manager will discuss size, location, etc., in advance with engineering personnel.
3. The engineer will install the banner at the location discussed with the Event Manager. **There will be additional charges if the banner has to be relocated due to the guest's request.**

Current Labor Rates are \$50.00 per hour – with a banner range of \$75.00 and up. (see price sheet attached)

The Sponsorship Rate is \$200 per banner in public areas and on the outside of the building \$1,000.00 per impression on the front of the building.

Banners for City lampposts are covered under the City's jurisdiction. If interested, please discuss details with your Event Manager.

BOX OFFICE

The Box Office located in the Main Lobby, generally, goes with the use of Hall A. There are, however, exceptional circumstances that may change that. Please discuss your need for the Box Office with your Event Manager.

The Box Office contains a safe that is available for your use. The Center makes no representations as to its safety or security. You will be provided with the current combination for the safe. If you wish to change it, the Event Manager can arrange for a locksmith at your expense.

Please make the new combination known to your Event Manager before leaving. The locksmith, if necessary to open the safe, will charge you for a return visit.

FIRE AND LIFE SAFETY

Room capacities are in accordance with local fire and building codes. They cannot be exceeded. Capacities for each room are listed in the facility brochure according to type of use. Audio/visual equipment, staging, tables, podium, etc will reduce room capacities.

All exits (except rollup doors) are considered fire exits and cannot be blocked or obstructed. Aisle ways must be kept clear and may not be occupied by any person for whom seating is not available.

The doors leading into all meeting rooms, ballrooms, exhibit halls and the theater are fire doors. **Propping those doors open violates the fire code** unless they are equipped with automatic closers. None of the '200" meeting rooms are equipped with those closers.

When seating arrangements exceed 300 chairs (e.g. general sessions in Exhibit Hall or Ballrooms), chairs must be "ganged." Fire regulations state there can be no more than 19 seats per row and a cross aisle after each 25 rows.

All stages must be equipped with safety rails. A stage placed against a wall does not require a railing on the side against the wall.

Candles with open flames are not permitted on banquet tables unless contained within a glass chimney and firmly secured to prevent tipping over. All plans for candles must be reviewed with the Event Manager and ARAMARK.

FOG MACHINES

Occasionally, clients want to use fog to enhance visual effects during an event. Some chemicals used to produce fog, including all oil-based systems, can activate smoke detectors causing fire alarms to sound and the fire department to dispatch equipment to the Center.

Those chemicals and equipment are prohibited.

There are some chemicals and systems that have been tested and have not activated alarms. These may be used, but you must notify the Event Manager in advance and obtain his/her approval. A test run under actual planned operating conditions may be required.

Dry ice will, generally, not cause the alarms to sound and may be used.

Most water (glycol) based systems will also not sound alarms and may be used if:

1. The chemical is in its original container, which is clearly labeled and we have a current MSDS sheet on file.
2. The fog is tested in the room in which it will be used and under the same conditions.
3. Usage is limited to short periods of time so that fog density and quantity do not build up to the point it will set off alarms regardless of type used.

It is your responsibility to obtain the MSDS sheet for any new substance. We will work with you to obtain Fire department approval.

Some chemicals (we know of one at this writing) may contain small quantities of chemicals listed under California's Prop. 65 (cancer-causing). If so, appropriate warning signs must be posted.

DAMAGE

We expect some "ordinary wear and tear." Any damage beyond ordinary wear and tear is your responsibility. You and/or your insurance carrier will be liable for the cost of repairs.

To minimize the chances of such damage, the following basic rules have been established:

1. **Metal-wheeled carts are not permitted** on the slate floors.
2. **Nails, tacks and staples cannot be used** to attach things to walls and doors. Masking tape may be used to attach paper to metal feature strips in the twelve meeting rooms. Other types of tape are more aggressive and may not be used. Velcro™ works well to attach banners to fabric surfaces in

some areas of the building. It is available from your Event Manager at a nominal cost. We also have easels.

3. **An event or its exhibitors cannot distribute stickers or anything similar with an adhesive back.**
4. **Canned string, "serpentine spray" or similar products may not be used.**
5. **Drains are intended for water and sanitary waste only.** Dumping of paints, food or chemical waste into sinks, toilets or other drains is prohibited.

Your Event Manager will schedule a walk-through inspection with you before and after your event. In the theater, the walk through will, usually, be done with a Technician. Damage, which occurs during your event, will be reported as it is discovered. A written report with photographs, if appropriate, will be prepared by Security.

Damage caused by your contractors, subcontractors or others, unless acknowledged by them in writing, is your responsibility.

SMOKING

City of Santa Clara Ordinance No. 1654 effective April 7, 1994 makes the Santa Clara Convention Center a non-smoking facility. **Smoking is NOT permitted anywhere inside the building at any time.**

Individuals wishing to smoke must step outside. Receptacles for disposal of smoking materials are provided in these areas.

Smoking is permitted on stage in the theater when it is part of a performance.

FOOD AND BEVERAGE

Our Catering Department is operated by ARAMARK Corporation, which has the exclusive right to serve food and beverages in the Center.

YOU CANNOT USE YOUR OWN CATERER OR BRING YOUR OWN FOOD AND BEVERAGES INTO THE BUILDING.

The Center and ARAMARK reserve the right to open any and all Concession Stands in the Exhibit Halls during an Event unless it is determined to be unwise from a business standpoint.

Catering provides excellent food at competitive prices. All food is prepared on site in a modern, well-equipped kitchen. All arrangements are made directly with Catering. Your Event Manager can provide you with information and assistance in making arrangements.

In addition, we reserve the right to limit quantities of food or beverages given away by your exhibitors in order to minimize the effect upon our food and beverage sales.

AUDIOVISUAL

The Convention Center has a complete, in-house Audiovisual Department including a full-time staff and an inventory of modern equipment. Audio/visual services are provided by PSAV. We would appreciate the opportunity to bid on your complete audiovisual needs.

You may bring your own projection equipment for use in your meetings. You may also use other qualified A/V firms if they meet the Center's insurance requirements. We do not setup or service this equipment. We are available in an emergency but our usual equipment and labor charges will apply.

PSAV and the Center have sole responsibility for the Center's in-house audio/visual systems. If you use an outside provider of audio/visual services, PSAV and the Center retain the responsibility of providing the inside wiring services at the prevailing rates.

All electrical equipment brought into the Center must be UL listed and in safe, operable condition. We reserve the right to prohibit the use of equipment including extension cords we consider unfit for use.

TELECOMMUNICATIONS

Telecommunication services in the Center are provided by Smart City Networks, an Event Technologies Company. Analog telephone service is provided through Lucent Definity and can be routed anywhere in the building. This service is available to exhibitors, also.

Smart City Networks and the Center have sole responsibility for the Center's wiring and its services. If you use an outside provider of internet access, telecommunications network services or other services that terminate in the MPOE (phone room) of the Center, Smart City Networks and the Center retain the responsibility of providing the inside wiring services at the prevailing rates.

SECURITY

Our security staff is responsible for safety and security in the public areas of the building. They will lock and unlock the building and the various rooms inside at appropriate times. They assist with enforcement of the Fire and Life Safety Regulations and are available to assist in medical emergencies, with lost and found items and in other ways.

We are not responsible for the property of clients, exhibitors and guests. You assume all responsibility and liability for losses, damages, and any claims arising out of injury or damage to displays, equipment and other property brought into the Convention Center. If your event will bring valuable items into the building whether as exhibits, for demonstrations or other purposes, you are responsible for their security at all times.

Generally, this is accomplished by employing a contract security firm to patrol the portions of the building you have rented on an around the clock basis. We require that they interface, shift by shift, with the Center's Security Staff.

Likewise, if your event is a public event or large party involving large numbers of people, you will be required to provide Security for crowd control purposes. In some cases, we will require that you employ uniformed off-duty Santa Clara police officers to assure safety and control.

Security persons are NOT permitted to carry weapons of any kind while on duty in the Center unless they are sworn peace officers in uniform or retired peace officers authorized to carry a weapon. These people will have a valid identification card. Your insurance must also specifically cover security persons with weapons.

CHILDREN

If your event is a children's event or if attendees will bring their children, **you are required to provide for the care and control of children. Please discuss issues involving children with your Event Manager.**

PARKING

There are 2,000 on-site parking spaces including 1,500 in a three level garage centered behind the three buildings in the complex. These facilities are shared with the hotel and Techmart. Additional parking is available at Great America Theme Park across the street.

The most convenient parking for you and your guests is in the garage. Access to the Center is from the third level of the garage. Elevators are conveniently located in the garage. An escalator and an elevator connect the two levels of the Convention Center.

The area immediately in front of the Center is for passenger loading and unloading. Twenty-four (24) minute parking is permitted to allow exhibitors to unload hand carried items for the exhibit halls. Violators are subject to being cited and towed.

All RED painted curbs are designated FIRE LANES. Parking or stopping in these areas is prohibited.

The City's Parking Control Officer patrols all parking lots including the garage. Vehicles will be cited for improper parking. Campers and motor homes are not permitted to park or be occupied overnight in any parking area including the overflow area east of the Convention Center. Backing into spaces in certain areas of the surface lots may also result in citations.

MATERIAL HANDLING

Every event has supplies and equipment needed by planners, exhibitors or participants. The amount and type of material brought through the main Lobby is, of necessity, limited.

The slate used in the floors of the main lobby is fragile and will not tolerate heavy carts. Moreover, there is often more than one event in progress at any given time and large quantities of baggage being trucked through the lobby can be disruptive.

Please bring only what you can hand carry through the lobby. If you have larger quantities of materials, we'll be glad to direct you to the rear docks. The most convenient route is to park in the southeast corner of the first level of the Parking Garage and, then, wheel or carry the material to the appropriate dock via a ramp.

If you are an exhibitor in a show employing a union decorator, you may be required to employ them to unload and carry your materials inside.

You may have a hotel bellman bring materials from your hotel room to the Center. If a union decorator is handling the event, the bellman must bring the material to the decorator's service desk or to the entrance to the Exhibit Hall. For meetings scheduled not more than a few days in the future, please consult your Event Manager.

Please do not ship or permit exhibitors to ship materials to the Center for delivery in advance. All shipments (including overnight or urgent shipments) will be rejected if delivered before the first move-in day on your Agreement.

There is no space to store material in the Center.

The Center cannot accept freight shipments for exhibitions. Freight must be consigned through the show management or their designated subcontractor. All shipments of freight for exhibitors arriving before the move-in date will be refused.

EMERGENCY PLAN

The Santa Clara Convention Center is constructed of fireproof materials and is fully sprinkled. In addition, the building is equipped with a sophisticated alarm system, which, among other things, automatically notifies the Fire Department. There are also Fire Alarm pull stations throughout the building.

The Center has also prepared an Emergency Response Plan, which defines procedures and responsibilities for dealing with any emergency situation which might arise.

A summary plan is included as part of this Manual.

ELECTRIC POWER NEEDS

Each meeting room has 20 amps of 120-volt power available. Each ballroom section has two 20-amp circuits. In addition, 60 amp, 208 volt, 3-phase power is available in each ballroom.

The 60 amp, 208 volt supply can be redistributed as 120 volt power. There is a charge for this service. Please see the Electrical Service Rate Schedule.

Additional services of 200 and 400 amp at 208 and 460 volts are available at various locations from disconnects. There is a charge for connecting to these services.

Most extensive power needs will require a licensed electrician at your expense.

MEDICAL SERVICES

The Center has very limited storage space; therefore, we cannot accept delivery of or store equipment or materials destined for future events. Within the limits of our available space, it may be possible for us to accept and store nominal quantities of materials. We do not require that a nurse or other qualified medical person be on site during your event. The choice is yours. If you choose to do so, it will be at your expense. A Medical Room is available at no charge.

Under ADA, the availability of a wheelchair for persons with disabilities is required. We regard this as the responsibility of the Licensee and require you to have a minimum of two (2) chairs available. Chairs can be obtained at reasonable cost from local vendors. We will be glad to make the arrangements but will invoice you for the cost, including replacement cost for any chairs not returned.

All of our Security persons are First Aid and CPR qualified. A City Fire Station is 1/4 mile away. City Fire crews are qualified paramedics. Response time is generally within 5 minutes. The nearest hospitals are about 15 minutes away.

OTHER PERMITS & FEES

COPYRIGHTED MUSIC

Public performances of copyrighted musical works, including performances during conventions, trade shows and meetings require a license from the copyright owners. Generally, these are arranged through the American Society of Composers, Authors and Publishers (ASCAP, telephone 800-627-9805) or through Broadcast Music, Inc. (BMI, telephone 800-669-4264). It is your responsibility to make these arrangements.

The Center offers "piped in" music from Muzak through our PA system. Use of Muzak covers all licensing requirements under U.S. copyright law.

FOOD & BEVERAGE DISTRIBUTION

If you or your exhibitors will prepare, sell or give away food in an event open to the public, a permit from the County Health Department is required. Food provided in a manner incidental to the event or the exhibit does not require a permit. For example, wrapped candy handed out by an exhibitor from his booth in a show is not covered. An exhibitor promoting gourmet sauces or jellies at a food or craft show would need a permit.

Permits held by restaurants and hotels for their regular place of business do not cover off-site food service.

The Health Department requires one contact for each event rather than dealing with each exhibitor. It is your responsibility to contact the Santa Clara County Health Department, 2220 Moorpark Avenue, San Jose, CA 95128 (telephone 408-299-6060) well in advance of the event. They will send you a package including applications for each exhibitor. You are responsible for having your exhibitors fill out the application and you must collect the fees.

The fee is \$101.00 per booth unless all proceeds of the event go to a non-profit organization. In that case, the fee is \$37.00.

Liquor, in any form and in any quantity, can be distributed ONLY by ARAMARK, the license holder.

OUTDOOR ACTIVITIES

The common areas of the complex, including the parking garage and lots, are managed by the City through a Maintenance District. If you would like to use any of these areas for your event (other than for parking), you must contact the supervisor for the District. (John Mendoza, Assistant Street Superintendent, City of Santa Clara, Street Department, 777 Walsh Avenue, Santa Clara, CA 95050, telephone 408-984-3080). Please consult your Event Manager.

Setting up a tent and/or amplified music outdoors will require a permit approved by the City Council.

City policy does not permit the use of large, high-powered spotlights outdoors anywhere in the City.

SELLER'S PERMIT (SALES TAX)

Under California law, sellers of merchandise are required to have a valid California Seller's Permit and to collect and report sales taxes. Vendors and exhibitors at public shows, trade shows, craft fairs and similar events are sellers IF they sell merchandise OR take orders.

You, as the show promoter, MUST verify that your exhibitors (sellers) have valid permits. Failure to do so can result in a substantial fine. Verification can be accomplished by requiring your exhibitors to provide you with the number of their permit and checking its validity with the Board of Equalization.

Sellers can obtain a permit in person or by mail from any office of the Board of Equalization. For more information, contact State of California, Board of Equalization, 100 Paseo de San Antonio, Room 307, and San Jose, CA 95113. The telephone number is (408) 277-1807, Ext. 55.

POSSESSORY INTEREST TAX

Under California law, parties in possession of property owned by a tax exempt public agency might, under certain circumstances, have what is called a "possessory interest" in the property. This interest is subject to real property taxation in California.

The Assessor for Santa Clara County, where we are located, has determined that the use of the convention center creates such a possessory interest. You, as Licensee, will be responsible for payment of any such tax if and when it is levied.

TELEVISION OR MOTION PICTURE FILMING

Filming within the Center as part of an event requires no additional permitting. Any filming outside the Center or in other areas of the City may require Photography/Filming Permit from the City. The Deputy City Manager has been designated as the City's contact person.

We shall be pleased to provide you with the contact information, if needed.