

**Waterfront
Place Hotel®**

**&
Morgantown
Event Center**

A large, semi-transparent circular logo is centered behind the text. It features a blue outer ring, a yellow inner ring, and the letters 'WPH' in a white serif font.

License Agreement & User Guidelines

Waterfront Place Hotel and Morgantown Event Center



Introduction..... 3

Fact Sheet..... 4

Rental & Licensing / Process & Procedures 5

Condition of the Center10

Operations & Staging Event.....12

Americans with Disabilities19

Duties & End of License Period20

Concessions & Catering20

Dispute Resolution.....21

Other Conditions.....21

Waterfront Place Hotel and Morgantown Event Center

The Waterfront Place Hotel and the Morgantown Event Center will be available for licensing for uses beginning in Spring 2010. It features state of the art design and engineering with multi-purpose accommodations for regional, national and international meetings, tradeshow, theatrical and other special events. Located in Downtown Morgantown, the Hotel and Event Center are located only seconds from West Virginia University in Morgantown easily accessible by Interstates 68 and 79.

Mission Statement

The mission of the Morgantown Event Center is to enhance the economic fabric and quality of life of the city of Morgantown by:

- Marketing the city as a national destination for national, regional and statewide conventions and meetings.
- Working harmoniously with other organizations involved in marketing and promoting the City of Morgantown and assisting in our goal of enabling Morgantown and its immediate environment to become a regional family-oriented arts, cultural, education, sports and entertainment center that will create new jobs and broaden the tourism effort.
- Servicing the needs of all visiting groups and individuals and providing visitors with a Morgantown experience that exceeds expectations.

Management

The Waterfront Place Hotel and the Morgantown Event Center are managed and operated by Mermaid. The Morgantown Event Center is under contract with the City of Morgantown. Mermaid reserves the right at its sole discretion to book any group or event in the Morgantown Event Center.

Fact Sheet

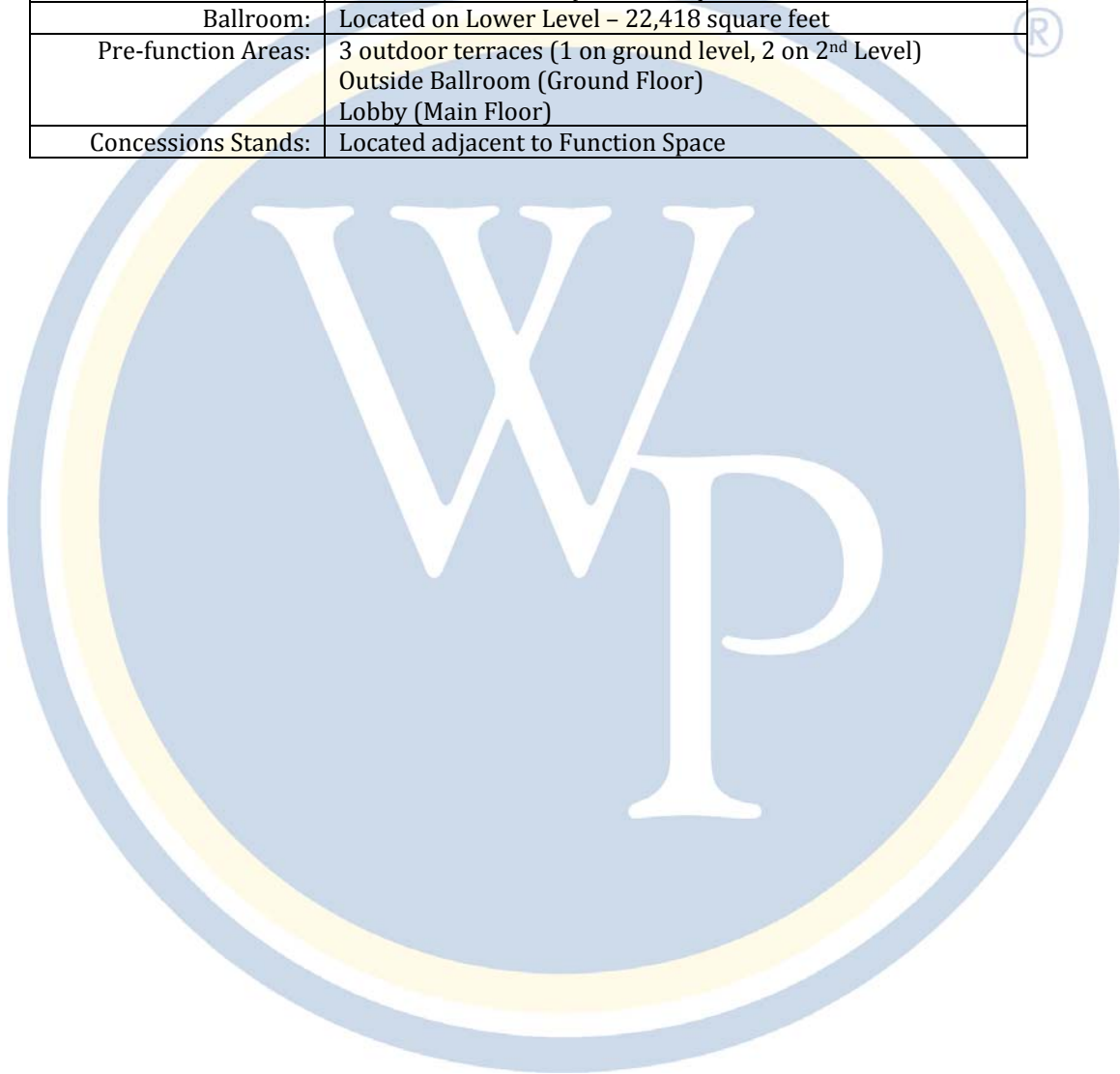
Waterfront Place Hotel Size and Capabilities

Exhibit Space:	10,000 square feet of flexible function space
Meeting Rooms:	15 Meeting Rooms
Covered Loading Docks:	1 Loading Dock
Business Center:	Located in the Conference Center
Gift Shop:	Located in Lobby
Ballroom:	7,128 square feet
Pre-function Areas:	Large outdoor deck with indoor foyer adjacent to Ballroom
Restaurant and Lounge:	Regatta Bar and Grille and Rat Pack Lounge
Accommodations:	205 Guest Rooms

Waterfront Place Hotel and Morgantown Event Center

Morgantown Event Center *Size and Capabilities*

Exhibit Space:	30,000 square feet of flexible function space
Meeting Rooms:	4 Meeting Rooms
Covered Loading Docks:	1 Loading Dock
Promo/Sales Offices:	Located on 2 nd Level (Main Floor)
Green Room:	Located on 2 nd Level (Main Floor)
Ballroom:	Located on Lower Level – 22,418 square feet
Pre-function Areas:	3 outdoor terraces (1 on ground level, 2 on 2 nd Level) Outside Ballroom (Ground Floor) Lobby (Main Floor)
Concessions Stands:	Located adjacent to Function Space



Rental & Licensing Process & Procedures

License Period

The License Period shall be as set forth in the License Agreement. Event days shall be used for Licensee's Event. The period before and after Event days shall be used, respectively, for move-in/setup and move-out/tear-down of Licensee's Event as outlined in the Term.

Scope of License

The License is granted for each of the Licensed Area(s) for the full License Period unless a lesser period is stated for a specific area in which case the stated period shall be the License Period for such specific area.

Common Areas/Other Uses

Common areas of the Center, including the exterior, the entrance concourse, meeting room and exhibit hall concourses and loading docks, which are made available to Licensee may also be made available by the Licensor for concurrent access and use by other Licensees of the Center. The Licensor may also permit others to: (i) obtain access to the Center; (ii) use the facilities and equipment of the Center not currently being used by Licensee; and (iii) use any Licensed Area at a time other than during the License Period. The Licensor shall coordinate and schedule other uses of the Center to avoid undue or unreasonable interference with or disruption to Licensee's Event. Licensee shall not unreasonably interfere with or disrupt any other permitted access or use of the Center. Licensee shall comply with the Licensor's reasonable directives issued for the purpose of ensuring that concurrent uses of the Center by Licensee and others do not unreasonably interfere with or disrupt each other.

Base License Fee

- Licensee shall pay the Licensor for the license granted herein the Base License Fee, which may be in the form of a Flat Fee or Percentage Fee as set forth in the Special Terms. If a Percentage Fee is specified, Licensee shall pay the greater of the Flat Fee or the Percentage Fee. The Licensor shall provide, without additional charge, those items and services that are included in Base License Fee as provided in this Agreement in the Special Terms. No license fee shall include the use of utilities (except to the extent otherwise specifically provided in this agreement), telecommunications, information services, food and beverage services or any other specialty services for which the Licensee will be billed separately.

Operations Under License

- **Staffing:** The Licensor shall provide all personnel, including security personnel, to properly staff the Center during the Event. The Licensor shall determine in its sole and absolute discretion the appropriate number of security and other personnel necessary to properly serve and protect the public during the Event. The costs thereof shall be paid by the Licensee according to the prices listed on the then current services rate sheet. Additional security under the employ or contract of the client will be permitted upon approval of the Center.

Base Rental Includes

- Registration space
- House lighting, ventilation, heat or air conditioning, as appropriate during your event (exclusive of move-in/move-out dates; a fee is charged for air and/or heat for move-in/move-out dates).
- Janitorial services in aisles, open spaces and restrooms during your event and one thorough cleaning of same areas once daily during non-show hours.
- First Aid area (un-staffed)
- Head table skirting
- Water service at head tables
- Stage risers for head table setup of up to 20
- Up to ten tables (clothed and skirted) to be used for registration

Rental & Licensing Process & Procedures

Base Rental Does Not Include

- Event security service
- Drayage and placement of display equipment
- Decoration and related services
- Labor charges for carpenters, electricians, etc.
- Storage of any exhibit and/or event-related materials
- doormen, coat check and other event personnel needed to stage your event
- Fire Marshal - If the local Fire Marshal determines that a member of the Fire Marshal's staff must be present at your event, in accordance with the West Virginia State Fire Code, then you shall reimburse the Event Center at "final settlement", the cost of such Fire Marshal staff members at the applicable rate
- Trash removal in excess of one 40-cubic yard container per room, per event. (Additional trash service is available at applicable rates)
- Electrical power in excess of the minimum provided
- Water Supply
- Compressed Air
- Communication services, such as telephone, fax or data transmission
- Event staff, such as stage hands, ticket sellers and takers, ushers and
- Display tables and equipment used in exhibit booths
- Any materials for set-up that exceed the base inventory of the Center
- Cleaning of your carpet and the placement and emptying of trash cans licensee rented spaces
- Parking (parking is available at prevailing rates)
- Any significant (as determined by the Center) meeting room changeovers requested



Rental & Licensing Process & Procedures

Facility Costs

The Center will provide heating/air conditioning during the Event (not to include days of move in/move out and set up/teardown) and overhead light for ordinary use, and the Center will provide daily cleaning of all public areas. Additionally, one standard seating set-up per licensed room per event will be provided as part of the Base License Fee. The Licensee will pay for all additional expenses of the Center in connection with the Event, including without limitation expenses related to additional space, services, systems, or equipment requested in writing by the Licensee. The Licensor shall invoice the Licensee for such additional expenses which shall be paid by the Licensee to the Licensor no later than on the last day of the Event. The Licensee shall remit any payments due in the form of a certified or cashier's check payable to "The Waterfront Place Hotel or Morgantown Event Center".

Additional Services

If upon Licensee's request the Licensor provides items or services other than those included in the Base License Fee, Licensee shall pay for such additional items at the then prevailing rates for the Center. Upon request at the time of Licensee's order for items or services not included in Base License Fee, the Licensor shall provide the applicable rates and shall not charge in excess of the quoted rates.

Event Related Expenses

The Licensor may, upon written or oral notice to Licensee at any time prior to settlement after Licensee's Event, require Licensee to deliver to the Licensor an additional deposit (whether in cash, cashiers check, or otherwise) to be used as security for anticipated Event related expenses for Licensee's Event, including but not limited to anticipated Event staffing charges, equipment rental, advertising, property damage, operations and maintenance charges. Such additional deposit shall be used for Event related expenses if the settlement proceeds from Licensee's Event are insufficient to pay such Event related expenses. Any unused portion of such deposit shall be returned promptly to Licensee. If not sooner, Licensee shall pay to the Licensor at settlement after Licensee's Event all charges for Event staff, services, and other charges not included in Base License Fee. Charges not paid within Thirty (30) business days of settlement shall accrue interest, compounded monthly, at the lesser of 1% per month, or the maximum rate permitted by applicable law, until paid including after the initiation of any collection proceedings or entry of a judgment against Licensee.

Taxes and Fees

Licensee shall furnish, within ten (10) days of receipt of the Licensor's written request, sufficient evidence that all taxes and fees payable by Licensee to applicable governmental authorities for Licensee's Event have been paid and all applicable permits and licenses have been properly obtained.

Exclusive Services

The Licensor or its designated contractors shall be the exclusive provider of the following services at the Center. All of the following will be at the Licensee's cost and expense (in addition to the Base Fee set out in the Special Terms) and without the necessity of Licensee's approval.

- Food and beverage (including the distribution of alcoholic beverages and vending machine operations); food and non-event related souvenirs, programs and novelties.
- All staffed and Event security as required (first-aid, door guards, ticket takers and sellers, etc.);
- Telecommunications;
- Business Center Services;
- Utilities (electric, water, air, gas, custodial, etc);
- All required clean up of the Licensed Areas;
- All special services and rental equipment provided by Licensor to Licensee (to be paid at the prevailing rate established by Licensor);
- The rearrangement of existing equipment and/or fixtures;

Rental & Licensing Process & Procedures

- Outdoor Marquee/Website
- Parking
- Ticket / Box Office Services.
- Secured Storage
- Security Guard(s)

If the Licensor adds any additional service to be made exclusive by the Licensor after the Licensee executes this Agreement, the Licensor shall provide reasonable notice of such new service to Licensee and Licensee shall have thirty (30) days after receipt of such notice to either accept or reject the service without penalty.

Licensee's Right to Provide Services



Except for exclusive services, the Licensee may provide within the Licensed Area(s) all goods and services appropriate to its Permitted Use provided the Licensee notifies the Licensor in writing about such goods and services at least ninety (90) days in advance of the License Period and obtains the prior written consent of the Licensor to provide such goods and services.

Licensee's Right to Sell and Distribute

Licensee may sell, distribute, or provide non-consumable items, goods, or services to persons admitted to the Center for Licensee's Event only within the Licensed Area(s) but shall not do so in other areas of the Center, including any common area, without the prior written consent of the Licensor.

Licensee Property

The Licensor may, (but shall not be obligated to) accept delivery of Licensee property, or store Licensee's goods and/or materials as a service to the Licensee. In such Event, the Licensor shall use reasonable commercial efforts to keep such property safe, but in no Event shall the Licensor have any liability for loss or damage to such property while in the possession of the Licensor, regardless of the reason that such loss or damage occurred. The Licensee shall hold the Licensor, the State of West Virginia, and their respective agents and employees harmless for any loss or damage to such property.

Condition of the Center

The Licensor

- Shall have access to the Center, the common areas, and the Licensed Area(s) at all times to exercise its rights or responsibilities (such access shall not unreasonably interfere with Licensee's Event);
- May issue policies, procedures, rules and regulations in good faith deemed necessary for the safe and orderly operation of the Center; and
- May, if Licensee fails to do so, remove any person who fails to comply with this Agreement or whose removal from the Center the Licensor in good faith believes is necessary for the safe and orderly operation of the Center.

The Licensee

- Shall use the Center in a safe and orderly manner;
- Shall comply with the Licensor's policies, procedures, rules and regulations governing the safe and orderly operation of the Center including without limitation, the Event Guide, as may be modified from time to time, incorporated herein by reference;
- Shall conform its operations to applicable governmental statutes, rules, regulations, ordinances, and directives;
- Shall be responsible for the safety of all Temporary Facilities (defined below)
- Shall obtain all licenses necessary to use any patented or copyrighted matter or any trade name;
- Shall pay all taxes and permit or license fees arising out of or resulting from the use of the Center by Licensee in a lawful and timely manner; and
- Shall not in any way damage, deface, or alter the Center.
- Shall observe and comply with all laws, statues, ordinances, rules and/or regulations of the Government of the United States, State of West Virginia, County of Monongalia and City of Morgantown. Licensee shall obtain at its own expense all licenses required and shall pay all taxes and license fees that shall accrue as the result of this Event, including, without limitation, West Virginia State Sales Tax, if applicable, West Virginia State Professional Athletes and Entertainers Tax, and any tax enacted by any appropriate legislative body after the date hereof and in effect during the Term herein. (Further information on the West Virginia State Professional Athletes and Entertainers Tax can be obtained from the State of West Virginia Department of Revenue Services at (304) 558-0211

Floor Plan

The Licensee shall provide to the Center's representative five (5) copies of a full and complete floor plan for the Event no less than ninety (90) days before the first move-in day, and no move-in may begin without written notice of approval of such floor plan by the State Fire Marshal and the Center's Director of Events.

- No decorations shall be placed in or on the building, or in the outside vicinity of the building, walls or corridors without the prior written consent and approval of Licensor. No nails, staples, tape or any other adhesive to be used in event space
- All decorations, set, scenery or other property shall be of flameproof material and must meet the requirements of the West Virginia State Fire Safety Code.
- Licensee shall deliver to Licensor a flameproofing certificate on the form specified or required by and in satisfaction of the State Fire Marshal or any other agency having jurisdiction with respect thereto.
- Licensee understands that by State law jurisdiction over fireworks displays rests with the State Fire Marshall and accordingly Licensee understands that Licensor cannot permit fireworks displays anywhere within the Center, unless Licensee first obtains the written approval of the State Fire Marshal and any other agency having jurisdiction with respect thereto.

Legal Compliance

The areas of the Center made available to Licensee shall be in compliance with applicable governmental requirements, including applicable fire, health, and safety codes.

Condition of the Center

Maintenance and Repair

Prior to the beginning of the license term, representatives from both the Licensor and the Licensee will jointly tour the Licensed Area(s) for the purpose of an audit of the premises. Licensee shall give notice to the Licensor of any condition of the Center requiring necessary repairs to permit Licensee to use the Center promptly upon Licensee becoming aware of such condition. The Licensor shall promptly initiate necessary repairs after receipt of such notice.

Licensee Property

Neither Licensor nor Licensor's employees or agents have made any representations or warranties with respect to the Licensed Areas, and Licensee has examined the Licensed Areas and is satisfied with the condition, fitness and order thereof. Commencement of the use of the Licensed Areas by Licensee shall be conclusive evidence against Licensee that the Licensed Areas were in good repair and in satisfactory condition, fitness and order when such use commenced.

Inspections

Immediately following the move out process, representatives from both the Licensor and the Licensee will jointly tour the Licensed Area(s) for the purposes of an audit of the premises. This audit will be to determine what, if any, repairs need to be made to the Center due to damage caused by the Licensee. The cost of repairs will be charged to the Licensee and shall be paid by the Licensee to the Licensor as part of the final settlement.

Condition of the Center

This sub-section sets forth Licensee's sole and exclusive remedies with respect to the condition of the Center other than for a force majeure as provided in the standard terms. If (i) the Licensor fails to comply with its obligations; or (ii) if the Licensor undertakes construction, remodeling, or renovation which prevents Licensee's access to and use of the Center, or (iii) if the Licensor unreasonably refuses to initiate repairs necessary for Licensee to use the Center after receipt of notice from Licensee about such repairs, then:

- If the License Period has not begun, and Licensee gives prompt notice to the Licensor prior to the beginning of the License Period, Licensee may cancel this Agreement and obtain a refund of all fees and charges (including deposits) paid to date, if any, if the circumstances under items (i), (ii), or (iii) above will impair Licensee's practical access to or use of the Center as contemplated by this Agreement;
- If the License Period has begun, and the circumstances under items (i), (ii), or (iii) above impair Licensee's practical access to or use of the Center, Licensee may cancel this Agreement if Licensee gives prompt written notice of cancellation to the Licensor. If Licensee cancels this Agreement, the License Fee shall be reduced proportionately based upon the number of days of the License Period not used by Licensee because of such cancellation; or
- If the License Period has begun, and the circumstances under items (i), (ii), or (iii) above impair Licensee's practical access to or use of a Licensed Area(s) or a specific common area made available to Licensee, and an alternate licensed area or common area is not made available to Licensee by the Licensor, then the License Fee shall be reduced proportionately based upon the square footage no longer available to Licensee and the amount of time Licensee would have used such square footage as compared with the total square footage and time periods originally allocated to Licensee.

Operations & Staging Event

Notice of Event Requirements

The Licensee shall provide the Licensor at least Ninety (90) days before the first day of the Event a full and detailed outline of all Event requirements, including stage, hall and chair requirements, and all such other information as may be requested by the Licensor in connection with the Event.

Performance Approval

The Licensor reserves the right to approve the performance, exhibition, or entertainment to be offered under this Agreement, which approval shall be at the Licensor's sole and absolute discretion, and the Licensee agrees that no such performance, exhibition, or entertainment or part thereof shall be given or held if the Licensor gives written notice of any objection thereto.

Signs & Posters

The Licensee will not post, or allow to be posted, any signs, cards or posters except in such display areas the Licensor expressly permits. Any use of such areas shall be on a non-exclusive basis. All such material is subject to prior approval by the Licensor, in its sole and absolute discretion. By such approval, however, Licensor does not accept responsibility in any manner for content.

Capacities

The Licensee will not permit occupancy in excess of the capacity of the rooms in the Center, as determined by the Licensor. The Licensor shall have the right to determine when the maximum number of persons has been admitted to such rooms.

Temporary Facilities

"Temporary Facilities" means all exhibits, booths, staging, rigging, partitions, seating, signs and banners, decorative materials, equipment and other temporary structure or installations placed or used by Licensee in the Center.

Novelties

The Licensor reserves the right to review and disapprove at any time prior to, during, or after Licensee's Event, at Licensor's sole and absolute discretion, any and all novelties proposed to be sold at Licensee's Event. If the Licensor disapproves any of the proposed novelties, such disapproved novelties shall not be sold at the Center before, during, or after Licensee's Event. If the Licensor allows any of the proposed novelties to be sold before, during, or after Licensee's Event, and such novelties are sold before, during, or after Licensee's Event, Licensee shall pay the Novelty Fee to the Licensor at settlement after Licensee's Event. The location(s) and time(s) for any novelty sales shall be at the sole and absolute discretion of the Licensor.

Opening Hours

The Licensee agrees to open the Event to the public in accordance with the times advertised by the Licensee for such opening, and in compliance with Center policies.

Move In

- You shall be allowed access to the Center for move-in/setup and move-out/tear-down of your event on the date(s) and times(s) set forth as the License Period indicates.
- At the conclusion of the move-in/setup, all equipment, crates, etc. used during move-in/setup must be removed from the Center property and disposed of properly.
-

Move Out

- Equipment, crates, etc. needed for move-out/tear-down may be returned to the Center at the conclusion of your event.
- The move-out/tear-down of event related materials prior to the established date(s) and time(s) must be approved by the show manager.
- You are responsible for the removal of all event-related materials such as pallets, crates, drayage, etc.

Operations & Staging Event

- Any costs incurred by the Center for the removal of the above items will be charged to the Customer at applicable rates.

General

- All house lights are to be controlled by Event Center personnel.
- All exhibit hall aisles are required to be carpeted by an approved decorator service contractor.
- No pyrotechnics shall be used unless authorized in writing by the Event Center's Management and then only with the proper permits obtained from the West Virginia State Fire Marshal.
- No decorative or other materials shall be attached to any part of the Event Center without prior approval by the Event Center's Management.
- Doors will be opened at the time set by you subject to management's right to open the doors earlier if, in the sole discretion of the Center's management, the doors need to be opened earlier because of safety reasons.
- Due to building structure specifications, high impact dancing, high impact aerobics or similar activities are prohibited on the ballroom and meeting room levels of the Event Center.

Sublet/Exhibitors

- You may not sublicense the Center or the area(s) rented other than to exhibitors and then only in your designated exhibit space.
- If you sublicense space to exhibitors, you must submit, to the Center, a copy of your proposed exhibitor's contract prior to your printing and distributing such contract. You and all your exhibitors must abide by all reasonable rules, regulations, guidelines and/or policies issued by the Center.

Animals or Pets

- Except for Seeing Eye Dogs (or other similar animals used for assistance by the disabled), and except for animals used as part of a Center approved exhibit or activity, no animals or pets are permitted in the Event Center.
- Approved animals in the Center must be on a leash, within a pen, or under similar control. The licensee assumes full responsibility and liability for the actions of any approved animal in the Center and indemnifies and holds harmless Mermaid LLC, the City of Morgantown, the State of West Virginia, and Marshall Hotels and Resorts, their agents, employees, servants, and officials from any and all claims, losses, damages or expenses, including reasonable attorneys' fees, arising out of or resulting from any action of an approved animal.

Audio/Visual

The Center provides in-house audio/visual department for your audio/visual equipment and operator service needs. Audio/Visual equipment rates are available upon request.

Copyright Fees

Any and all ASCAP, BMI, SESAC or other copyright fees applicable to your event are the full responsibility of the Licensee and must be paid in a timely manner.

Empty Crate Storage

No empty crate storage will be allowed in any area(s) of the exhibition halls, meeting room(s), concourse area(s), carpeted area(s), etc.

Equipment Rental

- Rental Equipment and rates are available upon request
- All Center equipment will be operated and set up by authorized Event Center personnel
- Tables, chairs, risers, etc. in excess of the rental agreement will be made available at applicable rates
- A fee will be assessed for any room or area changeover after initial room or area setup, unless the changeover is for a catered function

Operations & Staging Event

Elevators

- All equipment shall be transported utilizing freight elevators only.
- **Under no circumstances are public passenger elevators to be used for transporting equipment or exhibit materials that cannot be carried by hand.**
- Equipment transported by freight elevators must not exceed the total weight capacity of such elevator.

Event Personnel

- For security purposes, all event personnel, such as show and service contractor staff, exhibitor-appointed contractors, temporary help, exhibitors and other workers affiliated with an event held within the Center, must enter and exit the Center by way of the security entrance or by way of the event-designated "event entrance".
- Deliveries of hand-carried items will also be made at the security entrance or the designated "event entrance".
- All event personnel working in the Center must display proper identifying credentials or badge
- Restricted areas of the Center labeled "Authorized Personnel Only" are off limits to all persons except those authorized by the Center
- Show managers and service contractors are responsible for the conduct of their personnel and subcontractors, and for any damages caused by such personnel, while in the Center. Loud or profane language and disorderly conduct are not permitted at any time. The use of alcoholic beverages and illegal drugs is strictly prohibited.

Event Security

- The Waterfront Place Hotel and the Morgantown Event Center shall be the exclusive provider of all security personnel including door guards, badge checkers and security guards. Adequate security will be required to ensure public safety. Police officers, off-duty or otherwise, will be used as needed, and will be ordered through the Event Center.
- The Event Center will require a minimum event security staffing level to ensure the orderly coordination and execution of the event

Exterior Doors

Under no circumstances may any exterior door(s) be propped open or altered in any way.

First Aid

First aid coverage will be required for all events exceeding 1,000 people including planners, exhibitors, show cast and attendees. Coverage shall be provided during event hours and paid for by licensee at applicable rates

Floor Plan Approval Process / Trade Show Exhibit Booths

- Floor plans must be submitted to Center's representative for review at least three (3) months prior to the show date
- All floor plans must clearly indicate a minimum of two (2) freight-free aisles per event hall, one running North to South and one running East to West. Freight-free aisles in event space(s) must be designated with signage placed by you and/or your service contractor
- Floor utility boxes are set on 30-foot centers. We strongly recommend that all floor plans be designed so that each user has convenient access to these boxes
- Five (5) copies of the floor plans are required and each shall not be smaller than 18" x 22" with a scale of one foot equals one thirty-second of an inch (1' = 1/32").
- Upon approval of the floor plan, a stamped approval copy will be returned to you.
- All Floor plans must have the following information clearly indicated:
 - Name and date(s) of event and area(s) to be used
 - Location of all exits
 - Aisle widths with number and dimensions of booths
 - Location and dimensions of entrance headers or kiosk
 - Registration location and set-up

Operations & Staging Event

- Guidelines for acceptable floor plans are as follows:
 - Aisles must be a minimum of ten (10) feet in width
 - All fire hoses and extinguisher cabinets must be visible and accessible at all times
 - All electrical panels on columns and floor utility boxes must be accessible at all times
 - All permanent concession food areas in the exhibit halls must have a minimum 30' x 25' clearance at all times
- All points of ingress and egress must have a minimum of twenty (20) feet clear space on all side. The Center's management will promptly review your proposed plan for general conformance to the Rental Agreement and the Event Center's policies and procedures. You shall provide additional planning information that the Event Manager reasonably requests for its review of your plans.

The Hotel and Event Center may require you to make changes in your proposed plans to attain the safe and orderly operation of the Hotel and Event Center, compliance with the License Agreement and the Hotel and Event Center policies and procedures as well as the coordination of the use of common areas by you and other users.

You may not make changes to your proposed plans submitted to the Event Center without the Center management's prior written consent. You shall conduct your event in the Center in substantial compliance with the plans you submitted to Center.

Freight or Shipment of Materials

- Arrangements are to be made with the Hotel or Event Center to handle freight requirements. If you choose to contract with an outside drayage company, Hotel or Event Center must be notified.
- Any freight or deliveries arriving at the Center prior to rental agreement move-in/setup date(s) will not be accepted unless approved in writing by the Center.
- All materials, equipment or freight sent to the Center during contracted move-in must be clearly marked to indicate intended receiver and name of event
- Registration materials, handout literature or event-related equipment, such as furniture rental, plants, special decorations, etc. should be directed to the attention of the show manager or official service contractor
- C.O.D. deliveries will not be accepted by the Center under any circumstances
- All materials, equipment and/or freight are to be delivered and removed at the loading dock or event-related entrance.

Hazardous Materials and Wastes

- Before, during and after your event, you and your exhibitors must handle, transport, remove and dispose of all hazardous materials (including hazardous waste, medical waste, hazardous substances, toxic substances and regulated substances) in a safe, proper and lawful manner
- You must notify your Director of Event Services at least (90) days prior to the first day of the License Period that you, one of your exhibitors, or one of their service contractors intends to bring hazardous material in, on or about the Event Center during the License Period. You must also provide to the Director of Event Services a copy of the applicable Material Safety Data Sheet for such hazardous material. The Director may also require you to implement a plan for handling any releases or threats of release of such hazardous materials in, on, under or about the Event Center.
- You shall indemnify and hold harmless the Waterfront Place Hotel and the Morgantown Event Center, the State of West Virginia, The City of Morgantown, the Mermaid LLC, and Marshall Hotels and Resorts from any and all liability. Damage costs or expenses incurred by the Center, including reasonable attorneys' fees, court costs and other expenses such as a consultant and laboratory fees and removal and disposal fees, arising out of or resulting from hazardous material brought into, on, under or about the Center by the customer, any one of the customer's exhibitors, any customer service contractors or an employee, agent, successor or assign of one of the foregoing.

Operation & Staging Event

Keys and Lock Changes

- Any keys required by you or your service contractors will be subject to a key deposit. Request for keys or lock changes should be made through the Event Manager. All keys must be returned on the last day of the event.
- All or part of the key deposit will be retained if keys are not returned
- Under no circumstances are keys to be duplicated
- A fee will be charged for non-returned keys, lock changes and interchangeable core locks.

Motorized Equipment

- All Center equipment will be operated by authorized Center personnel only.
- The customer and their service contractor(s) are required to ensure that all equipment operated in the Center does not drip oil or any other staining solutions. Any vehicle that drips oil or staining solutions will be removed immediately from the Center
- The customer will be charged for any and all costs incurred for cleaning or removing stains
- No one other than employees of the official service contractor(s) for the Customer's event are authorized to operate any motorized equipment in the Hotel and Event Center.
- Any person(s) operating motorized equipment must have a valid certificate or license appropriate for the equipment
- Under no circumstances are motorized vehicles or equipment to be operated on any carpeted areas in the Center
- Service contractors are required to provide all equipment needed for the handling of freight

Event / Agenda

- You must submit a tentative event agenda at least three (3) months prior to the first day of the Licensed Period and include historical attendance figures for your event. A final event agenda must be submitted at least six weeks prior to the first day of the License Period.
- Event agendas should be sent to the attention of your assigned Event Manager or the Director of Event Services

Rigging

All rigging within the Hotel and Center must be approved in advance by Hotel and Event Center management. Please submit a plan showing location, weight, and intent. Specific rigging information for event spaces, ballrooms and meeting areas is available upon request.

No Smoking Policy

The Waterfront Place Hotel and the Morgantown Event Center is a Smoke-Free facility.

Special Decorations and Signs

- The location and method of installation of any special decorations or signs must be approved by Hotel and Event Center management prior to installation
- All special decorations or signs that you want to save must be removed at the conclusion of your event
- All special decoration or signs left in the Hotel or the Event Center at the conclusion of your event will be considered trash.
- Under no circumstances are helium balloons or adhesive backed decals to be given away or permitted to be used in the Center. Any costs incurred by the Hotel or Event Center because of the use or removal of these items will be charged to the Customer.
- All moveable walls in the Center shall be operated, adjusted, moved and removed by Center personnel only
- Table Top Décor – All candles must be enclosed in glass or metal containers 3" above the flame.
- Live Christmas trees are not permitted, unless they have a root ball at the base of the tree and may be subject to approval from the Morgantown Fire Marshal.
- Banners or signage may not be attached to the exterior of the Center. Banners may be displayed at specific area(s) that have been approved by your Event Manager or Director of Event Services.

Operations & Staging Event

- The Center marquee and interior signage shall be operated by Center personnel. Management will determine the contents of the message to be displayed and the dates the message will appear. The Center's Management will have final approval of all marquee messages.

Ticketed Events / Consumer Public Events

The Hotel or Event Center shall be the exclusive provider of ticket sellers and takers.

Use of Loading Docks

Loading dock bay or areas will be allocated according to need. The Banquet or Event Center Event Manager assigned to your event will assist the customer in determining needed space.

Vehicles in the Event Halls

Vehicles are not permitted on any event hall floors for loading/unloading without prior authorization of the Hotel or Event Center management

- All display equipment and freight must be loaded/unloaded at the loading dock area
- Vehicles, which are part of a display, will only be allowed in the event hall or ballroom area with disconnected batteries and taped terminals. Additionally, all fuel tanks and fill valves must be locked and vehicles may carry no more than a total of three gallons of fuel per vehicle. All vehicles used for display will be inspected for compliance by the Director of Event Services or his/her designee prior to the opening of the event.
- All vehicles remaining in the exhibit hall or ballroom area for display must conform to all additional safety rules and regulations

Dangerous Weapons

A "dangerous weapon" is any object or device designed or intended to be used to inflict injury upon persons or property.

- The possession of a dangerous weapon is prohibited in the Hotel or Event Center, except as provided below. Concealed weapons are strictly prohibited in the Hotel and Event Center.
- If firearms are an integral part of an event, an exhibitor may display a firearm as part of its exhibit during an event subject to the following:
 - The exhibitor must comply with all federal, state, and local laws governing the possession and/or sale of firearms in the State of West Virginia.
 - Firearms may not be loaded or fired in the Hotel or Event Center
 - Firearms must be deactivated by removal of the firing pin, bolt, or otherwise altered so that they are incapable of being fired (e.g. by a metal lock through the trigger or hammer mechanism, a plastic strap securing the firearms "action" mechanism in an "open" state, or otherwise). Exceptions may be granted at the sole discretion of the Hotel and the Event Center for rare and/or antique firearms displayed in a locked case or otherwise made inaccessible.
- Powder or primers are prohibited in the Center. Sample live ammunition may be displayed in exhibits, which are kept separate from firearm exhibits or by exhibitors who do not also display firearms.
- Firearms and ammunition will be inspected by an authorized safety inspector approved by the Hotel and the Event Center during event move-in and/or at such other times as determined by the Facility. Violations of this policy will be reported to show and Center management. All violations must be corrected before an exhibit will be allowed to open/reopen.
- The sale of firearms and ammunition is prohibited in the Hotel and Event Center.

Residual Matters

All matters, rules, regulations or deviations there-from, not expressly provided herein, shall be decided upon by the Hotel and Event Center's management and provided within a written agreement.

Operations & Staging Event

Copyright Liability

Licensee represents and warrants that all copyrighted or trademarked material to be displayed or performed at the Hotel and Event Center by Licensee has been duly licensed or authorized by the copyright or trademark Licensor(s) or authorized representative(s) of the Licensor(s), that all applicable royalties have been or will be paid, and that it shall indemnify and hold the Indemnitees harmless from any and all claims, losses, damages, or expenses, including reasonable attorneys' fees, arising out of or resulting from the display or performance of such copyrighted or trademarked material. Licensee shall supply, within ten (10) days of the Licensor's written request, sufficient written documentation to evidence Licensee's or an exhibitor of Licensee's license or right to display or perform copyrighted or trademarked material.

American with Disabilities Act

Act Compliance

- The Waterfront Place Hotel and the Morgantown Event Center is subject to Title II of the Americans with Disabilities Act (ADA). The Waterfront Place Hotel and the Event Center is accessible to patrons with disabilities as required by the ADA and applicable regulations
- Licensee is responsible for making exhibits, displays, meetings, etc. accessible to qualified individuals with a disability attending your event with respect to setup, location of exhibits on the exhibit floor, paths of travel and other aspects of your event within your or one of your exhibitors control
- Licensee will not be required to make any structural or permanent changes to the Hotel and Event Center. However, licensee will be responsible for providing temporary auxiliary aids and services to qualified individuals with a disability attending your event. "Qualified individuals with a disability" and "Auxiliary aids and services" shall have the meanings set forth in the ADA and applicable regulations
- Licensee must include a notice in your event advertising and/or publicity releases stating that disabled patrons may notify you and the Event Center at least one week prior to your event that a reasonable accommodation might be needed.
- The center will use its best efforts to assist you in identifying local providers of temporary auxiliary aids and services, although you will remain ultimately responsible for identifying and contracting with such providers.
- If Licensee fails to arrange for a reasonably requested temporary auxiliary aid or service, the center shall have the right, but not the obligation, to provide or arrange for such temporary auxiliary aid or service and you must reimburse the Center the cost of providing or arranging for such temporary service as determined by Center Management.
- Licensee must allow access to the area(s) rented if needed to reasonably accommodate disabled patrons at your event.
- Licensee will also indemnify and hold harmless the Licensor, the State of West Virginia, the City of Morgantown, Mermaid and Marshall Hotels and Resorts, their agents, employees, servants and officials from any and all claims, losses, damages or expenses, including reasonable attorney fees, arising out of or resulting from your failure of one of your exhibitors, to comply with the ADA or applicable regulations.
- All regulations referred to will be those in effect on the date (s) of the event.

Licensee's ADA Obligations

Licensee is responsible for making its activities and all Temporary Facilities (defined below) accessible to qualified individuals with a disability attending Licensee's Event with respect to set-up, staging, location of exhibits on the event floor, paths of travel, and other aspects of the Event within Licensee's or one of Licensee's exhibitor's control. Licensee will not be required to make any structural or permanent changes to the Hotel and Event Center. However, Licensee will be responsible for providing temporary auxiliary aids and services to qualified individuals with a disability attending Licensee's Event. "Qualified individuals with a disability" and "auxiliary aids and services" shall have the meanings set forth in the ADA and applicable regulations. Licensee must include a notice in Licensee's Event registration materials stating that disabled patrons should notify Licensee and the Center at least one week prior to Licensee's Event that a reasonable accommodation may be needed. The Licensor will use its reasonable efforts to assist Licensee in identifying local providers of temporary auxiliary aids and services, although Licensee will remain ultimately responsible for identifying and contracting with such providers. If Licensee fails to arrange for a reasonably requested temporary auxiliary aid or service, the Licensor shall have the right, but not the obligation, to provide or arrange for such temporary auxiliary aid or service and Licensee shall reimburse the Licensor the cost of providing or arranging for such temporary auxiliary aid or service as determined by the Licensor. Licensee must allow access to the Licensed Area(s) if needed to reasonably accommodate disabled patrons at Licensee's Event. Licensee shall indemnify and hold harmless the Licensor, the City of Morgantown, the State of West Virginia and Marshall Hotels and Resorts, their affiliates, agents, officers, employees, servants, and officials from any and all claims, losses, damages, or expenses, including reasonable attorneys' fees, arising out of or resulting from

American with Disabilities Act

Licensee's failure, or the failure of one of Licensee's exhibitors, to comply with the ADA or applicable regulations

Duties & End of License Period

Duty to Vacate

Licensee shall vacate the Center promptly at the expiration of the License Period and shall surrender the Licensed Area(s) and the common areas used by Licensee in the same condition or better as originally provided to Licensee, ordinary wear and tear accepted.

Failure to Vacate

If Licensee does not vacate the Center at the end of the License Period, or if Licensee fails to maintain an orderly and timely sequence of work to do so, then the Licensor may remove all property brought into the Hotel or Event Center by Licensee or by any person admitted to the Center by Licensee and restore the Center. Any property removed by the Licensor may be stored or delivered to Licensee or treated as abandoned property and disposed of accordingly. The Licensor is not liable for any damage to or loss of such property, which occurs during the course of such removal, storage, and delivery for disposal. Licensee shall pay to the Licensor all costs incurred by the Licensor in effecting such removal, storage, delivery, or disposal, and restoring the Facility. In addition, unless Licensee's failure to vacate and restore the Facility is due to an Act of God, national emergency, riot, or governmental directive, Licensee shall be liable to the Licensor for any loss suffered by the Licensor if another Licensee who has the right to use the Hotel or Event Center is materially delayed or impaired in its access or use by Licensee's failure to vacate the Facility.

Concessions & Catering

Food and Beverage

The Licensee further agrees to pay deposits and other amounts due, and meet the deposit schedules as set forth by any Food and Beverage Addendum of the License Agreement.

Catering / Dining Services

- As part of our commitment to your event and its success, we are pleased to offer our full-service, in-house catering department.
- All catered functions require a 50% deposit based on the estimated attendance. This deposit is required at the signing of the contract. The remaining balance is due two weeks prior to the event unless approved credit application has been filed at the catering sales office.
- In order for us to provide you with the highest quality service, we require a final guarantee no less than three (3) business days prior to your function. Your event will be billed at either this final guarantee or actual number served, whichever is greater. Our policy is to prepare 5% over your guarantee for the first 350 people. A maximum of 35 additional meals will be prepared for parties exceeding 350.
- The Hotel and Event Center has exclusive food and beverage rights. Any outside vendors or giveaways by exhibitors or attendees must be approved by the Hotel or the Event Center.

Alcoholic Beverages

The sales and service of all alcohol in the Hotel and the Event Center is regulated by the Liquor Authority of West Virginia. It is our responsibility to administer and abide by the following rules:

- All alcoholic beverages must be dispensed by the Hotel Center employees.
- All attending guests must be able to produce valid picture identification upon request in accordance with West Virginia ABC Laws.
- The Hotel and Event Center staff reserves the right to refuse service to any patrons for any reason.
- No beer, wine or alcohol may be brought into or allowed to leave the Hotel or Event Center.

Other Conditions

DISPUTE RESOLUTION

Hotel and Group agree to use its best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State in which the Hotel and Event Center is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the Hotel and Event Center is situated. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings.

To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.

Limitation of Licensor's Liability

Under no circumstances shall the Licensor be liable to the Licensee for indirect, special, incidental or consequential damages.

Publicity

Licensee shall not use the trade name, service marks, trade marks, trade dress or logo of the Center in any form of publicity whether as a press release, a brochure, a verbal announcement, an advertisement, or any similar activity without the Licensor's written consent of Center Management.

Advertising / Sponsorship

Licensor shall have the exclusive right to procure advertising/sponsorship agreements for permanent signage rights at the Hotel or Event Center. Licensee shall not procure any advertising/sponsorships that infringes on any exclusive advertising or sponsorship agreements with Licensor (during the Event held on the Licensed Areas, the Center or related to the Center through advertising or other promotional relationships).

Use of Name and Likeness

Licensor shall have the right to use the name, picture, likeness, trademark and/or logo of Licensee and all persons appearing in the Event for purposes of advertising, promoting or publicizing the Event, the Hotel and Event Center, or Licensor or its affiliates, provided that such use does not constitute the direct endorsement of a product or service without the prior consent of the parties involved.

Evacuation of Facility

Should it become necessary in the judgment of Licensor to evacuate the Hotel or Event Center or the Licensed Areas because of fire, flood, a bomb threat or for other reasons of public safety, the Licensee will retain possession of the Licensed Areas for sufficient time to complete presentation of its activity without additional rental charges, provided such time does not interfere with any other licensee's use, and subject to Licensee's obligation to pay any resulting incremental labor charges or other building expenses. If it is not possible to complete presentation of the event, the License Fee shall be forfeited, prorated or adjusted, at the discretion of the Licensor, based upon the situation, and the Licensee hereby waives any claim for damages or compensation from Licensor.

Performance Contractors

The Licensee represents and warrants that it has, or will have prior to the Event, a valid, properly executed contract with the performers whose services are to be provided for the Event. The Licensee shall submit to Licensor, upon demand, a copy of said contract with the performers.

Prohibited Practices

Licensee shall not in all or any part of the Center:

- Cause or produce any unusual, noxious, or objectionable smoke gases or vapors or odors;
- Use any part of the Licensed Areas for lodging or sleeping;
- Overload any floor, ceiling or wall or the grid form or hanging equipment or any other fixtures therein;
- Place any additional lock of any kind or change any lock upon any window or interior door of the Center, unless expressly permitted in writing to do so and unless a key therefore is maintained by the Center;
- Take up a monetary collection;

Other Conditions

- Do or permit any act or thing on the Licensed Areas, which might invalidate any insurance policies required under the License;
- Do or permit the commission of any nuisance;
- Do or permit the interference with the effectiveness or accessibility of building mechanical systems (including lines, pipes, wires, conduits and equipment), concession stands, public area, elevators and escalators or to the streets or sidewalks; or
- Do or permit the Licensed Areas to be used for unlawful or immoral purposes or in any manner as to injure or threaten injury to persons or property, in or near the Licensed Areas covered by this License; said Licensee shall not do any act, or suffer any act to be done during the terms of this License which will in any way mar, deface or injure any part of the Center. Licensee shall use and occupy said Licensed Areas in a safe and careful manner.

Laser, Pyrotechnic Devices, Etc.

- Licensee hereby agrees that with respect to the use of any and all laser and pyrotechnic devices to be operated in connection with the presentation of the Event, if any, it shall comply with all laws, rules, regulations, prescriptions, criteria and policies of all Federal, state and local authorities or agencies applicable thereto, including, without limitation, the then current West Virginia Fireworks and Special Effects Code (or any successors thereto); and rules, regulations and directives of the State Fire Marshal and/or any other agency having jurisdiction of the same. Licensee shall deliver all supporting documentation confirming Licensee's compliance with the above requirements at least two months prior to the first performance of the Event.
- Notwithstanding all of the foregoing, Licensee shall not use any laser and/or pyrotechnic devices whatsoever without the prior written consent of the Licensor, which may be withheld within its sole discretion.
- Upon request, Licensee shall provide proof, satisfactory to Licensor, that:
 - (i) the Licensee's insurance policy covering the Event does not contain an exclusion for pyrotechnics and/or explosives; and
 - (ii) the person(s) supervising and conducting any such pyrotechnic or explosive display during the Event is a licensed pyrotechnician who has obtained and will maintain during the Event a \$1,000,000 General Liability insurance policy specifically endorsed to include coverage for such activities.

Media

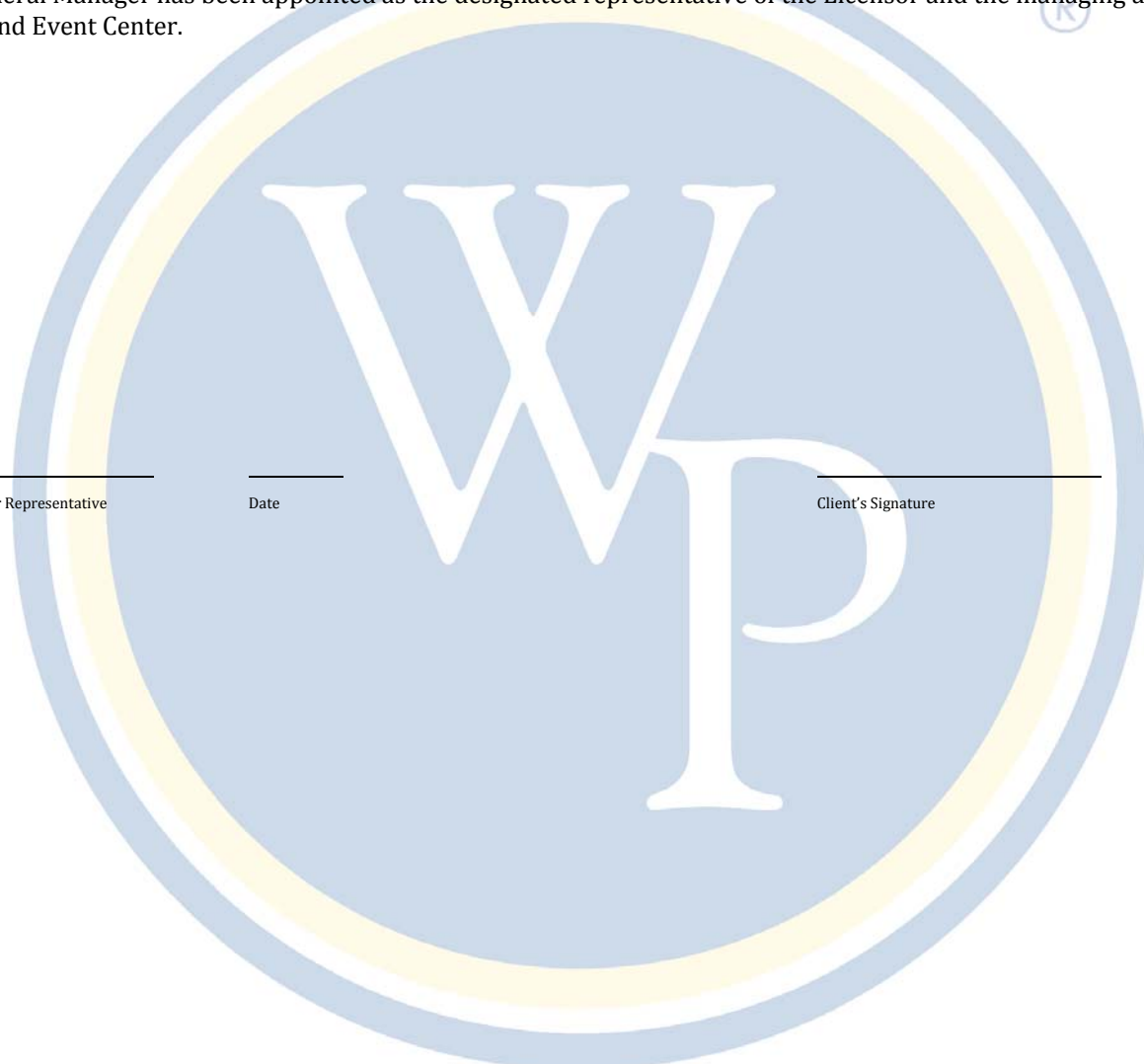
- There shall be no radio or television coverage, including, but not limited to, network, cable, pay television or any other type of video broadcasting, or filming, recording or videotaping of the Event at the Center without the prior written permission of Licensor. Should Licensor grant Licensee such privilege, Licensor reserves the right to share in any proceeds resulting from such activities. Licensee is solely responsible for obtaining permission and releases from performers, promoters, organizations or their appropriate representatives in a position of responsibility to carry on the above mentioned activities and Licensee represents and warrants that it shall do so prior to any such activities. Licensee shall indemnify, defend and hold Licensor harmless from any claims, which may result from these activities.
- In addition, Licensee acknowledges and agrees that if Licensor grants Licensee permission to televise said Event, Licensee must use Licensor's exclusive television hook-up contractor and Licensee shall pay contractor's fee for said hook-up service.
- Artists performing at the Center shall be permitted to audio and/or video record their performance for archival use by the artist(s) and their agents. Such use shall be for internal and non-commercial purposes by the artist(s) or their agents without distribution to the general public. The recording of the performance shall not be subject to any additional surcharge payment so long as the recording is for archival purposes only. In the event all or any portion of the recording is used for commercial purposes, or in any way released to the public, the release of the recording shall require the Licensee to pay any and all surcharge payments due to any union as a result of such exploitation.

Assignment

- **By Licensee:** Licensee shall not assign this Agreement or sublicense the Licensed Area(s) as a whole without the prior written approval of the Licensor, which may be withheld at the sole and absolute discretion of the Licensor.
- **By the Licensor:** The Licensor may assign any of its rights or duties under this Agreement upon prior notice to the Licensee, and any such assignment shall bind the assignee to this Agreement.

Other Conditions

- **Binding Effect on Licensee:** This Agreement is binding on the Licensee, its successors and assigns, its exhibitors, sub-licensees, and any person admitted to the Hotel or Event Center by Licensee. Licensee hereby assumes full responsibility for the acts or omissions of each person admitted to the Center by Licensee and the act or omission of any person admitted to the Center by Licensee shall be deemed to be the act or omission of the Licensee. A person who obtains access to the Center upon the express or implied consent, invitation, or sublicense of Licensee, or of any person to whom Licensee has granted access by consent, invitation, or sublicense, shall be a "person admitted to the Center by Licensee". A "person admitted to the Center by Licensee" shall also be deemed to include Licensee's employees, agents, and contractors.
- **Binding Effect on the Licensor:** This Agreement is binding upon the Licensor, its successors and assigns. The Licensor may perform any of its rights or obligations under this Agreement directly or through others. The Licensee acknowledges that the General Manager has been appointed as the designated representative of the Licensor and the managing agent of the Hotel and Event Center.



Hotel/Event Center Representative

Date

Client's Signature

Date