



## CENTER'S RULES & REGULATIONS

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1. **Licenses or Permits.** If any governmental license or permit is required for the proper and lawful conduct of Licensee's business or other activity carried on, in or at the Authorized Areas or if failure to obtain such a license or permit might in any way affect the operations of the Facilities, then Licensee, at its own expense, shall obtain and maintain such license or permit and submit the same to inspection by Operator. Licensee, at its sole cost and expense, shall at all times comply with the requirements of each such license or permit.
  - a. Licensing: A New Mexico business license is required for any Licensee doing business at the Center. To acquire a business license, please do the following:
    - i. Contact the State of New Mexico Taxation and Revenue Department at 5301 Central Avenue NE, Albuquerque, NM. 87198 or phone at 505-841-6238 or fax at 505-841-6326. Please ask for Don Goldston.
  - b. A State representative will determine if there is a need for a temporary or permanent State of New Mexico identification number.
    - i. Permanent Identification Procedures: Licensee must request a Tax ID number application. Licensee will be considered permanent if Licensee is conducting more than one event in the space in a calendar year.
    - ii. Temporary Identification Procedures: If Licensee is conducting one event in a calendar year, Licensee is considered temporary. Licensee must contact the Compliance Revenue Agent at the above number for additional information
  - c. After Licensee's status has been determined, with either a permanent or temporary tax identification number, Licensee must acquire a City business registration.
    - i. City business registrations are available through the Treasury Division, Department of Finance and Management, City of Albuquerque, PO Box 17, Albuquerque, NM. 87103. Phone 505-768-4611 and fax 505-768-3447.
  - d. Taxation: All goods and services are taxable in the State of New Mexico.
    - i. Local Sales Tax: the prevailing sales tax rate will apply.
    - ii. Business and Individual Tax: For information regarding business taxes, please contact the Taxation and Revenue Department at 505-841-6200.
2. **Compliance with Laws.** Licensee shall, at its own expense, promptly comply and cause its employees, agents, contractors, exhibitors, patrons and invitees to comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and local governments, departments, commissions, boards and officers and to conform in all respects with the City of Albuquerque Fire Department Management Plan for the facilities as in effect from time to time, with particular reference to such Plan's Exhibition Guidelines.
3. **Failure to Vacate/Removal of Property.** Upon the expiration or sooner termination of the agreement hereof, Licensee shall immediately remove all goods, wares, merchandise, property and debris owned by Licensee or which Licensee has placed or permitted to be placed on or at the Facilities. Any such property not so removed shall be considered abandoned and, at Operator's option, be removed and stored by Operator at Licensee's expense or disposed of in any manner Operator deems expedient. Licensee hereby waives all claims for damage resulting from such removal, storage and disposal of such property and indemnifies Operator from any damages or costs including reasonable attorney's fees resulting from such storage and disposal.
4. **Protection of Facilities.** Licensee will not permit anyone to drive any nails, hooks, tacks or screws in any part of the Facilities or to alter the Facilities in any respect. Without limiting the above, Licensee will not permit anyone to affix any material to the walls, floors, doors or ceilings or to alter the Facilities in any respect without

prior written approval by Operator. If, with or without Operator's approval, Licensee damages the Facilities it will pay Operator the cost of repair or replacement.

**5. Property of Operator.** Licensee may not use or transport any equipment, furnishings or other property belonging to Operator, or the City of Albuquerque, to any place outside the Facility itself.

**6. Attendance Capacity.** In no event shall attendance be permitted in excess of the established capacity of the Authorized Areas. Licensee shall not admit a larger number of persons than can safely and freely move about in the Authorized Areas; the decision of the Operator and/or the Albuquerque Fire Department in this respect shall be final.

**7. Evacuation of Facility.** If it becomes appropriate in the judgment of Operator to evacuate the premises because of a bomb threat or for other reasons of public safety, then, after such evacuation, the Licensee may continue to use the premises for sufficient time to complete presentation of the event without additional fees providing such time does not interfere with another Licensee. If it is not possible to complete presentation of the event, fees shall be prorated or adjusted at the discretion of the Operator and the Licensee hereby waives any claim for damages or compensation from the Operator.

**8. Designated Entrances.** All persons, articles, exhibits, fixtures, displays and property of every kind shall be brought into and out of the Facilities only at designated and approved entrances and exits. All such entrances and exits shall be subject to Operator's control.

**9. Crate Storage.** All crates and related materials shall, at Licensee's expense, be removed from the Authorized Areas before the opening day of Licensee's scheduled event.

**10. Flammable Materials.** No flammable materials, such as bunting, tissue paper, crepe papers, etc., will be permitted to be used for decorations and all materials used for decorative purposes must be treated with flame-proofing and be in accordance with the Operator's Fire and Safety Rules and Regulations.

**11. Public Safety.** Licensee agrees not to bring onto the premises any material, substance, equipment or object which is likely to endanger the life of, or to cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon without the prior approval of the Operator. The Operator shall have the right to refuse any such material, substance, equipment or object to be brought onto the premises and the further right to require its immediate removal therefrom if found thereon.

**12. Utility Connections.** Operator maintains the exclusive right for the installation of electricity, plumbing or other utility services. All such connections and related work will be at the expense of the Licensee and/or the Licensees exhibitors.

**13. Lost Articles.** Operator shall have the sole right to collect and have the custody of articles left in the premises by persons attending any performance, exhibition or entertainment event given or held in the Facilities, and the Licensee or any person in Licensee's employ shall neither collect nor interfere with the collection or custody of such articles.

**14. Tours.** Operator reserves the right to conduct public tours of the Facilities during the period of occupancy in such a manner that the tours do not interfere with Licensee's event.

**15. Announcements.** Operator reserves the right to make such announcements as Operator deems necessary at any time in the interest of public safety.

**16. Advance Deliveries.** Operator shall not be obligated to accept delivery of Licensee's property addressed to Licensee at the Facilities except upon prior approval of Operator. Operator shall not be liable for damage to such

property and Licensee shall indemnify and hold harmless Operator for and against any loss of or damage to such property and to any damage caused by such property to other persons or property.

**17. Signs and Posters.** The use, distribution and location of all signs, cards and posters are subject to Operator's review and control.

**18. Banners, Flags and Flagpoles.** The use of banners on the exterior of the Facilities is at the discretion of the Operator.

**19. Advertising.** All advertising of Licensee's event shall be accurate and true in all respects. All advertising space in the Facilities is the exclusive property of Operator. Advertising of events by Licensee in Facilities publications, readerboards or other advertising media under the control of Operator shall be provided as availability permits with no guarantee that such advertising space shall be available. The content of all advertising by Licensee is subject to approval by Operator in writing. All in-house publications and advertising in such publications are the exclusive property of Operator. Operator reserves the right to distribute its in-house publications to attendees within the Facilities.

**20. Copyrights and Proprietary Material.** Licensee shall obtain all necessary licenses and shall pay all costs and fees arising from the use of copyrighted music or dramatic materials, or any other property subject to any trademark, patent or other proprietary right, which is used or incorporated in the event. Licensee shall indemnify, defend and hold Operator and all other indemnities designated in Paragraph 8 of the License Agreement harmless from any liability, claims or costs, including attorney's fees, arising from the use of any such materials or any claims of infringement or violation of the rights of the owner.

**21. Solicitations.** No collections or donations, whether for charity or otherwise, shall be made, attempted or announced on the premises without prior written approval of Operator.

**22. Opening Hours.** Licensee shall open doors for an event in accordance with advertised times.

**23. References.** Reference in these Rules and Regulations to "Operator" means SMG; to "City" refers to the City of Albuquerque; and, to the "Agreement" or "License Agreement" refers to Operator's License Agreement for Albuquerque Convention Center executed by Licensee. "Facility" refers to the facilities described in that Agreement. Other terms are defined in such License Agreement.

**24. Booth Cleaning & Post Event Cleaning.**

Licensee will retain responsibility for booth and aisle carpet cleaning services. The premises are turned over to the Licensee under a "clean hall to clean hall" policy. Licensee will be responsible for the cleaning of areas including, but not limited to, areas utilized for purposes of offices, loading dock(s), any Exhibit Hall floor space that is utilized, trash left in aisles or placed in receptacles located on the show floor, etc. If Licensee fails to return the premises in a "clean hall" manner, including the removal of tape, Operator will perform the necessary services and it will be Licensee's responsibility to reimburse Operator for the costs that were incurred to provide such services.

Operator will maintain and clean all meeting room areas, restrooms, lobby space and concession areas throughout the term of the License Agreement at no additional cost to Licensee.

**25. Show Badges.** Licensee agrees to provide ten (10) all access badges per day to Operator for each event or performance covered by this agreement. Such complimentary badges shall be of Operator's choice and supplied to Operator at its office at least ten (10) working days before the first day of the event.

**26. Non-Smoking Facility.** Licensee agrees to uphold the "Non-Smoking" policy as per the Albuquerque City Ordinance No. 14-2003 and 0-51, smoking is prohibited within the facility and will be held responsible for notifying its Exhibitors and Invitees.

**27. Novelty/Merchandising Fee.** Applies to any merchandise sold. Licensee shall pay a merchandising fee equal to twenty-five (25%) of gross novelty and merchandising revenue, less all applicable taxes and fees, generated in connection with the Event. SMG reserves the right to sell said merchandise.

**28. Audio Visual.** Operator's preferred, in-house Audio Visual contractor is the exclusive operator and provider of the Center's house sound systems, sound and light equipment and theatrical lighting and sound in the Kiva Auditorium. All costs associated with the use of these items are acquired through the preferred, in-house audio visual vendor.

Licensee may opt to contract Audio Visual services to an outside provider. Associated charges will be assessed only if Licensee-designated outside Audio Visual provider requires (a) use of the Center's house sound system; (b) use of house sound and light equipment and (c) in-house technical support labor. In addition, fees for the use of electrical service to support Licensee-designated outside Audio Visual provider will apply in the Ballroom and the Exhibit Halls.

**29. Shipping and Receiving.** Licensee is to make arrangements with an outside company to receive, store and deliver to Licensee's leased space. Operator does not have a shipping and receiving department. Any materials sent to Operator prior to Licensee's occupying of leased space will not be accepted and will be returned to point of origin.

**30. Food and Beverage.** SMG is the exclusive food and beverage provider for both concessions and catering at the Albuquerque Convention Center. SMG reserves the right to sell, at its discretion, food and beverage, including alcohol, in any unused space within the facility for this purpose.

**31. Food and Beverage Sampling.** Complimentary sampling or distribution of food or beverage must be approved by SMG a minimum of (2) two weeks prior to the first day of occupancy. Licensee must provide SMG with the exact descriptions of samples offered and portion size in writing.. Such sampling will be limited to areas approved by SMG and must not be in competition with products or services offered by SMG. Sample sizes are limited to two (2) ounces of non-alcoholic beverages and one (1) ounce of food products.

All alcoholic beverage sampling must be coordinated through SMG and must be served by an SMG licensed bartender. A corkage fee per bottle will apply. SMG practices responsible alcohol service and therefore reserves the right to refuse alcohol service to anyone, including the right to terminate the service of alcoholic beverages of your event if deemed necessary by SMG.

Licensee is responsible for obtaining all related permits and paying applicable fees as required by the City of Albuquerque for serving food. Please contact the City of Albuquerque Environmental Health Department at (505) 768-2610 or online at [www.cabq.gov/envhealth](http://www.cabq.gov/envhealth).

**29. Balloons, Glitter & Other Decorations.** The use of helium balloons, glitter, and/or confetti is not permitted without the prior approval of the Center. Costs associated with the clean-up are the responsibility of the Licensee.

**30. Lobby Use.** SMG reserves the right to control all Lobby or Common Areas. SMG will permit Licensee to use those areas of the Lobby, as it deems appropriate.

**31. Rigging.** Operator's preferred, in-house Audio Visual contractor is the exclusive rigger for any and all audio visual equipment rigged in the Albuquerque Convention Center. At least four (4) weeks prior to the first Event, Licensee shall provide the in-house Audio Visual contractor a full and complete description of all rigging

(including, without limitation, any sound, lighting, video, from or to the physical structure of the Facility or any fixture thereto required for the event) work anticipated for the event. All costs associated with the rigging of audio visual equipment will be the responsibility of the Licensee and assessed by the preferred, in-house audio visual vendor.