

BOOKING POLICIES & PROCEDURES

GENERAL POLICY STATEMENT

It is the responsibility of the Metropolitan Entertainment & Convention Authority (MECA) to operate the facility in a sound business manner in an effort to maximize both social and economic benefit to the community and financial stability of the facility. MECA will promote, solicit, develop, and make reservations for any activity deemed appropriate to CHI Health Center Omaha's objectives and to qualify all activities requesting utilization of the facility. All specific policies, procedures, rules, and regulations will be conditioned on, and subject to, these overriding considerations. MECA reserves the right to add to, modify, delete, or otherwise change these policies and procedures from time to time. Such changes will become effective immediately upon their adoption. MECA will make these updated policies and procedures reasonably available and accessible. Licensees may obtain updated versions, upon request, at any time.

1. CHI HEALTH CENTER OMAHA CONVENTION CENTER

1.1 SPECIFICATIONS

Total Building Space: 481,235 sq. ft.

• Exhibit Center Space: 194,000 sq. ft. divisible into 3 halls

47,300 sq. ft. in adjoining marshalling area

Meeting Room Space: 32,700 sq. ft. total of 16 rooms

Ballroom Space 30,500 sq. ft. divisible into 3 rooms

• Pre-function Space: 36,900 sq. ft. outside exhibit halls

42,500 sq. ft. outside meeting rooms

Outdoor Terrace: 9,000 sq. ft.

Loading docks:
 23 with 4 load levelers

(1 - 60,000 lbs; 3 - 45,000 lbs)

• Drive-up ramps: 3 – 1 for each exhibit hall section

• Overhead doors: 3 – (1 - 20'w x 16'h; 2 - 12'w x 16'h)

Loading Dock Elevators: Freight: 12,000 lbs. capacity

Doorway Dimensions: 10'w x 8'h Inside Dimensions: 10'w x 20'd x 8'h

Service: 5,000 lbs. capacity
Doorway Dimensions: 4'w x 8'h
Inside Dimensions: 5.5'w x 8.5'd x 9'h

Show manager office(s)

Permanent concessions in Exhibit Area

• Parking: Just over 5,000 on-site parking spaces

1.2 BOOKING

BOOKING PRIORITIES

<u>First</u> scheduling priority is given to conventions, tradeshows, corporate meetings, and similar activities that use a minimum of 1,500 room nights during the event and that are not normally open to the general public.

<u>Second</u> scheduling priority is given to conventions, tradeshows, consumer or public exhibitions, banquets, and corporate meetings using more than 100,000 square feet and less than 1,500 room nights. Second priority also will be given to events that book either the ballroom plus a minimum of 48,000 square feet of exhibit space, or the ballroom when accommodating a minimum of a 600 person banquet function.

<u>Third</u> scheduling priority is given to smaller consumer or public exhibitions, local corporate meetings, special events, and other activities that primarily draw from or appeal to the general public and/or local attendees.

Scheduling for second priority events will not be confirmed more than 18 months in advance; third priority events will not be confirmed more than 12 months in advance. Both second and third priority events are subject to change to accommodate first priority events unless a License Agreement has already been executed by MECA.

1.3 RESERVATION PROCEDURES

In the process of scheduling facilities and dates, the following terms shall always apply to scheduling commitments:

<u>Contracted</u>: Facilities and space on requested dates are considered Contracted only upon mutual execution of a License Agreement by the event sponsor and MECA, and receipt of deposit.

<u>Firm</u>: Facilities and space on requested dates are considered Firm upon delivery of a License Agreement by MECA to the event sponsor specifying all details of the commitment.

<u>Tentative</u>: Facilities and space on requested dates will be held tentative pending notification to the contrary by either party until the event falls within the appropriate Licensing priority. When a tentative commitment is released by MECA, the requesting party will be promptly notified that the facilities and/or dates have been released.

<u>First Option</u>: Facilities and dates reserved on first option are reserved tentatively, but a conflicting commitment for the facilities and dates generally will not be made in favor of a second requesting party within the same scheduling priority without first offering the party holding a first option an opportunity to either execute a License Agreement or release its reservation.

<u>Second Option</u>: Facilities and dates will be reserved tentatively, but the tentative reservation will be contingent upon release of a prior reservation which is considered first option.

1.4 EVENT SPACING

Event spacing shall apply to events that have twenty percent (20%) or more like exhibitors, as determined by MECA; are charging an admission to gain entry to the show; and/or are open to the general public rather than being limited to a well-defined class of persons who normally belong to a trade or professional association.

Similar shows renting the entire ballroom or more than 30,000 gross square feet of exhibit hall space, and which are actively competing for specialized and specific local markets, shall maintain the following clearance periods prior to the first show day and following the last show day of booked events:

- 30 Days: Public/Consumer shows; i.e., boat shows, RV shows, home shows, car shows, sportsmen shows, nursery/garden shows, business/office/computer shows, etc.
- 30 Days: Hobby/arts and crafts; i.e., antique shows, food shows, collectibles, auctions, bridal shows, career fairs, etc.
- Events not falling into any of these event categories will be spaced at the discretion of MECA. In general, such spacing considerations do not apply to first option activities.

1.5 LICENSE AGREEMENT

When converting tentatively reserved space to Firm status, a License Agreement must be signed by a legally authorized person representing the user and returned to MECA by the date indicated. User agrees to pay all sums due on or before established due dates stated on the License Agreement. Failure to comply with above terms will subject the date/event to change or cancellation by MECA.

1.6 CONVENTION CENTER CAPACITIES

a) Ballroom and Meeting Rooms

	Speci	ificatio	ns	Capacities		
	Sq. Ceiling		Ceiling	Banquet		
Rooms	Dimensions	Feet	Height		Classroom	Theater
Peter Kiewit						
Grand Ballroom						
Grand Ballroom	246' x 126'	30,996	35'	2,100	2,178	2,693
North Ballroom	119' x 126'	14,994	35'	1,000	946	1,286
South Ballroom	126' x 126'	15,876	35'	1,080	1,012	1,362
Ballroom A	85' x 126'	10,710	35'	670	696	859
Ballroom B	84' x 126'	10,584	35'	680	672	855
Ballroom C	77' x 126'	9,702	35'	600	651	822
Ballroom A + B	169' x 126'	21,294	35'	1,380	1,428	1,849
Ballroom B + C	161' x 126'	20,286	35'	1,380	1,344	1,743
Junior Ballroom						
Junior Ballroom	160' x 68'	10,880	20'	700	773	987
201	40' x 68'	2,720	20'	160	192	231
202	40' x 68'	2,720	20'	160	192	226
203	40' x 68'	2,720	20'	160	195	227
204	40' x 68'	2,720	20'	170	196	242
Meeting Rooms						
205 + 206 + 207	54' x 96'	5,184	20'	310	360	440
205	54' x 32'	1,728	20'	120	116	135
206	54' x 32'	1,728	20'	120	118	127
207	54' x 32'	1,728	20'	120	118	136
208 + 209	54' x 57'	3,078	20'	200	208	261
208	54' x 29'	1,566	20'	80	99	114
209	54' x 28'	1,512	20'	80	99	112
210 + 211 + 212	54' x 96'	5,184	20'	310	349	440
210	54' x 32'	1,728	20'	120	116	134
211	54' x 32'	1,728	20'	120	118	135
212	54' x 32'	1,728	20'	120	118	135
213 + 214	64' x 71'	4,544	20'	280	282	425
213	64' x 36'	2,304	20'	150	176	201
214	64' x 35'	2,240	20'	150	166	180
215 + 216	58' x 70'	4,060	20'	260	237	335
215	58' x 35'	2,030	20'	130	138	152
216	58' x 35'	2,030	20'	130	138	163

The classroom set-up is 8' long x 18" deep rectangle tables with four chairs. The banquet set-up is 72" round tables with 10 chairs.

b) Exhibit Space

Exhibit Hall	Gross Sq Ft	Dimensions	Ceiling Height	10 x 10 Booths
Exhibit Hall	194,300	725' x 268'	30	1,025
Α	48,240	180' x 268'	30	235
В	48,240	180' x 268'	30	235
С	97,820	365' x 268'	30	515
A + B	96,480	360' x 268'	30	495
B + C	146,060	545' x 268'	30	770

- Discounted move-in and/or move-out rental rates will be provided for events as follows:
 - a. Exhibit shows of 4 days or less will be provided up to 2 move-in and/or move-out days at ½ of the daily published rate.
 - b. Exhibit shows of 5 days or more will be provided up to 2 move-in and/or move-out days at no charge.
- 2 Consumer/Trade show rental rates are based on a daily rental charge for each exhibit hall or 15% of Adjusted Gross Receipts per event, whichever is greater (not including move-in/move- out days).
 - Adjusted Gross Receipts shall mean the proceeds from the sale of admission tickets, net of any applicable taxes and facility fees charged by the Facility box office or by MECA's exclusive ticket agencies or by sales outlets used by Licensee to sell or distribute tickets.
- 3. Ballroom space used as an exhibit area shall be charged at the daily ballroom rental rate.
- 4. As rental is charged per day, the specific daily hours to be charged will be dependent upon the specific move in time, as stated in the License Agreement and will not exceed a 24 hour period.

1.7 CHI HEALTH CENTER OMAHA BASE RENTAL SERVICES / FACILITIES INCLUDES:

- a) Registration space and event/show offices at location(s) designated at the sole discretion of MECA and based on available inventory.
- b) House lighting, ventilation, heat or air conditioning, as appropriate during the event (exclusive of move-in/move-out days; a fee is charged for air conditioning and/or heat for move-in/move-out days, if requested by user).
- c) Housekeeping service in Exhibit Halls for non-carpeted aisles, non-carpeted open spaces, and rest rooms during the event and cleaning of the same areas once daily during non-show hours.
- d) Housekeeping service in Meeting Rooms for aisles and prefunction; any refreshing of meeting space and set-ups as outlined by your service order, and restrooms during the event as needed.
- e) One paging microphone per licensed area in Exhibit Hall.
- f) One complimentary microphone per licensed meeting area.
- g) Labor and equipment such as tables, chairs, stage risers (not to include arena concert stage risers), tabletop or freestanding podium and coat racks for the initial setup of meeting room space on the meeting room level or for catered events in Exhibit Halls, based upon inventory.
- h) Head table skirting based on available inventory.
- i) One (1) 40-cubic yard trash container per exhibit hall event.

1.8 BASE RENTAL DOES NOT INCLUDE:

- a) Event security service.
- b) Event medical/first aid service.
- c) Drayage and placement of display equipment.
- d) Tables, chairs, stage risers, podiums, coat racks or headtable(s) for non-catered events in the Exhibit Hall areas.
- e) Arena concert stage risers.
- f) Decoration and related services.
- g) Labor charges for MECA event personnel such as stagehands, ticket sellers and takers, ushers and doormen, equipment operators and other event personnel needed to stage your event.
- h) Storage of any exhibit/event related materials.
- i) Special lighting.
- i) Electrical power.
- k) Water supply.

- I) Compressed air.
- m) Natural gas.
- n) Communications services, such as telephone, fax or data transmissions.
- o) Fire Marshal If the local Fire Marshal determines that a member of the Fire Marshal's staff must be present at a licensed event in accordance with the Nebraska State Fire Code, then Licensee shall reimburse MECA for the cost of such Fire Marshal staff member, at the applicable rate.
- p) Cleaning of carpet and the placement and emptying of trash cans in exhibit booths.
- q) Parking Pre-sold exhibitor parking is available at a 25% discount per day for exhibitors' use only. Exhibitor parking passes will be issued and allow for unrestricted in and out privileges per day. Exhibitor parking will be limited to Lot D and subject to availability as determined by MECA.
- r) Display tables and equipment used in exhibit booths.
- s) Housekeeping services required beyond item 1.7 c and d.
- t) Labor and equipment to reset the room beyond item 1.7 g.

1.9 DEPOSIT SCHEDULES

Deposits are required for all events upon signing a formal CHI Health Center Omaha License Agreement.

Events where rental value is more than \$1,000.00:

On signing 25% of rental

7 days prior to event Balance of rent + estimated expenses due

Events where rental value is less than \$1,000.00:

On signing 100% of rental

7 days prior to event Estimated expenses due

Events contracted less than 60 days in advance:

On signing 100% of rental + estimated expenses due

7 days prior to event Additional estimated expenses due if exceeding \$1,000

First-time events, events with inadequate references, or events with no prior documented event history, may be required to remit up to one hundred percent (100%) of anticipated rental, plus a contingency fee to cover event-related costs at the discretion of MECA.

Events and circumstances not covered in the above deposit policies may be subject to special conditions as deemed appropriate by MECA.

2. CHI HEALTH CENTER OMAHA ARENA

2.1 SPECIFICATIONS

• Seating: Basketball - 18,320*

Hockey - 17,100*

Concerts:

End Stage - 15,000 (270° *) Half-house - 10,000 (180° *)

In-the-Round - 18,975*

*These capacities do not include seats in Suites

• Event Floor: 29,400 square feet with all portable staging and

removable seating removed

Staging: Portable 40'x60' stage; 2-12'x24' sound wings;

100' crowd control barricade

Rigging: See attached rigging layout

• Show Power: 3,000 AMP/3 phase from designated areas

Dressing Rooms: 5

Production Offices: 2

Locker Rooms: 5

Catering Room: 1

Overhead Doors: 5 – (3 - 8'w x 10'h; 2 - 14'w x 16'h)

• Loading Docks: 3 docks with levelers (1 – 60,000 lbs. and 2 –

45,000 lbs.)

Drive up ramp to Marshalling Area and Arena Floor

Loading Dock Service: 10,000 lb. capacity
 Elevator: Doorway Dimensions 6'w x 8'h

Inside Dimensions: 8'w x 10'd x 9'h

2.2 BOOKING

Scheduling - Parties interested in bringing an event to the CHI Health Center Omaha arena may make requests for dates through the MECA booking manager. All communications must be directly with the booking manager of CHI Health Center Omaha (i.e. not via third party communications).

With the exception of annual family shows, the Prime Sports Tenants (to be determined) may receive first hold preference on Friday and Saturday nights from October 1 thru April 30 ("Prime Season").

A "First Hold" will be given to the organization/event/individual requesting specific dates outside the Prime Season. That is, CHI Health Center Omaha will tentatively reserve your requested dates.

Schedules are usually completed for the Prime Sports Tenants by September 1, after which time, weekend dates may become available. Requests for Prime Season weekend dates may be made at any time, but is only confirmed after Prime Sports tenants' schedules are finalized. If written confirmation is not received, the hold will automatically be released back to Prime Tenant for a first hold.

Holds may be placed by anyone via phone. A follow up written confirmation must be received via fax, overnight mail, etc. on the promoter's official company letterhead or other official form. This must be received within 24 hours of the initial phone call when the hold date was requested. If written confirmation is not received within 24 hours, then the verbal hold will be released.

After receiving written confirmation for a hold, communications must be made by the promoter to the CHI Health Center Omaha booking manager within 7 days of when the event was placed on hold. It is the responsibility of the promoter to generate this communication, verbal or written (i.e., progress update, cancellation, moving forward, etc.).

If another group desires to lease CHI Health Center Omaha for any portion of the tentative dates, the first group will be notified immediately and be required to pay a non-refundable deposit and to sign a contract within the allotted time set forth by the booking manager. Failure to complete these requirements in the allotted time will result in a release of the date(s) being held.

2.3 RENTAL RATES

The current rental for ticketed events at CHI Health Center Omaha shall be the greater of \$25,000 flat rate or 15% of the Adjusted Gross Ticket Receipts, whichever is greater, plus all reimbursable expenses and equipment costs. Adjusted Gross Receipts shall mean the proceeds from the sale of admission tickets, net of any applicable taxes and facility fees charged by the Facility box office or by MECA's exclusive ticket agencies or by sales outlets used by Licensee to sell or distribute tickets.

Non-ticketed events such as conventions, religious shows or other events determined by MECA, in which MECA does not control the sale of tickets, the current rental rate is \$25,000 per four hour event, plus all reimbursable expenses. Such events may be required to submit payment for all rental fees, estimated reimbursable expenses and equipment costs set forth in the License Agreement, in advance of the event.

Rental rates subject to increase based on state and national recognized holidays.

2.4 BASE RENTAL (FOR A FOUR HOUR EVENT) INCLUDES:

- a) Ushers/ticket takers
- b) Standard set-up
- House lighting, ventilation, heat or air conditioning, as appropriate during the event
- d) Standard event and post event cleaning for a four hour event

2.5 BASE RENTAL DOES NOT INCLUDE:

- a) Uniformed Police/Security (Crowd Managers)
- b) Emergency Medical Technicians
- c) Stagehands
- d) Projectionists
- e) Public address system and operator
- f) Box Office Fees
- g) Scorekeepers
- h) Electrical consumption or connections in excess of standard house lighting
- i) Timekeepers
- i) Decorations
- k) Booth equipment
- Telephone and internet service
- m) Signs
- n) Radio and television connections
- o) Special overtime labor requirements
- p) All auxiliary equipment or services required for the presentation of the event
- q) Labor, rent, and utilities in excess of four hours, based on event specifics
- r) Credit card fees
- s) Licenses and permits
- t) Advertising
- u) Catering
- v) Runners