

USE LICENSE AGREEMENT

THIS USE LICENSE AGREEMENT (together with the Exhibits attached hereto, the "Agreement") is dated as of December 21, 2018 by and between SMG, a Pennsylvania general partnership, with address at 300 Conshohocken State Road, Suite 770, West Conshohocken, PA 19428 ("SMG"), and NC Association of School Resource Officers the "Licensee") whose current address is 230 N. Tradd Street, Statesville, NC 28687.

BACKGROUND: SMG is party to a certain management agreement dated July 24, 2013, with the City of Wilmington, North Carolina, (the "Owner"), whereby SMG has been retained to act as Owner's managing agent in respect of a facility commonly known as Wilmington Convention Center (the "Facility"), located at 10 Convention Center Drive, which is owned by Owner. Pursuant to the Management Agreement, SMG has the express authority to enter into agreements on Owner's behalf relating to the use of the Facility. Licensee desires to use all or a portion of the Facility, as set forth below, for the purposes stated herein. Accordingly, SMG desires to grant to Licensee, and Licensee hereby accepts from SMG, a license agreement to use certain areas of the Facility in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Use of the Facility.

- (a) SMG hereby grants Licensee, upon the terms and conditions hereinafter expressed, a license to use those areas of the Facility (the "Authorized Areas") described on Exhibit A attached hereto, including all improvements, furniture, fixtures, easements, rights of ingress and egress, and appurtenances thereto, during the dates and times set forth on Exhibit A (each such date and time, an "Event"). It is expressly understood by the parties hereto that the Facility shall be vacated by Licensee and all persons participating in or attending an Event hereunder on or prior to the end-time of the last Event listed on Exhibit A hereto (the "Expiration Time") and, as such, Licensee shall arrange to have all Events and activities related thereto cease within a reasonable time prior to the Expiration Time to allow ample time for the Facility to be completely vacated on or prior to the Expiration Time.
- (b) In the event Licensee desires to use the Authorized Areas or any other portion of the Facility at any time other than during the dates and times delineated on Exhibit A, Licensee shall request from SMG prior written permission to use such areas of the Facility. In the event such permission is granted, Licensee shall pay as additional rent an amount equal to the sum of SMG's actual costs for performing its obligations under this Agreement during the date(s) and time(s) requested, and a fee in an amount determined by SMG to represent a fair value for use of such additional areas of the Facility during such date(s) and time(s).
- (c) Third-Party Contractors. Licensee acknowledges that, in connection with SMG's management and operation of the Facility, SMG utilizes the services of certain third-party independent contractors (the "Third-Party Contractors"). Licensee hereby agrees that SMG shall not be responsible in any way for the acts and/or omissions of any one or all of the Third-Party Contractors.
- (d) Floor Plans and Descriptions.
 - (i) At least sixty (60) days prior to the first Event, Licensee shall provide to SMG, for SMG's and the Wilmington Fire Marshall's approval, five (5) copies of a full and complete floor plan for the Event, and if requested, furnish a description of all electrical, communications systems, and plumbing work anticipated to be needed for the Event. Based upon a review by SMG and such Fire Marshall of the foregoing materials, SMG may request Licensee, by written notice within ten (10) days after receiving the materials, to make such changes, deletions, and/or additions as SMG may, in its reasonable discretion, deem necessary or desirable. Failure by Licensee to make any such reasonable changes, deletions, or additions within seven (7) days after receipt of written notice thereof shall constitute a breach of this Agreement.
 - (ii) At least six (6) weeks prior to the first Event, Licensee shall provide to SMG information relating to room or hall set-up(s), staging, event personnel requirements, and food and beverage requirements.
 - (iii) Licensee shall be solely liable for any and all Losses arising from Licensee's failure to deliver to SMG the materials described in subparagraphs (i) and (ii) of this Section 1(d) within the specified time periods, including, without limitation, overtime pay and short-notice delivery fees.

2. Purpose.

- (a) The Facility is to be used solely for the purpose of NC Association of School Resource Officers. Licensee shall not use the Facility, or permit the Facility to be used by any of its officers, directors, agents, employees, licensees, or invitees, for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on, or near the Facility.
- (b) Licensee shall be solely liable for any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") occurring at the Facility (whether within or without an Authorized Area) caused to SMG, Owner and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by
 - (i) Licensee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws,

constitutional provisions, and common laws (collectively, the "Laws") applicable to Licensee's performance of this Agreement and/or activities at the Facility;

- (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees;
 - (iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees; or
 - (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, including, without limitation, the provisions of Section 13(m) hereof (relating to intellectual property matters), Section 14 hereof (relating to the Civil Rights Act), and Section 15 hereof (relating to the Americans with Disabilities Act).
- (c) Licensee shall conduct business in the Facility in a dignified and orderly manner with full regard for public safety and in conformity with SMG's General Rules and Regulations, including fire and safety rules as required by SMG and/or local fire regulations, as such may exist from time to time. Without limiting the foregoing, Licensee shall obtain prior written approval from SMG's General Manager at the Facility for any pyrotechnic displays which Licensee anticipates may be performed at the Facility during the term of this Agreement. Licensee agrees that it will not allow any officer, agent, employee, licensee or invitee at, in, or about the Facility who shall, upon reasonable, non-discriminatory grounds, be objected to by SMG, and such person's right to use the Facility may be revoked immediately by SMG.

3. Condition of Facility.

- (a) Licensee acknowledges that Licensee has inspected the Facility, and the Licensee is satisfied with and has accepted the Facility in its present condition.
- (b) SMG shall have the continuing obligation and responsibility to maintain and keep the Facility in good order and repair, normal wear and tear excepted; provided, however, that
 - (i) the failure by SMG to accomplish the foregoing, said failure resulting from circumstances beyond the control of SMG, shall not be considered a breach of this Agreement by SMG; and
 - (ii) any damages to the Facility and its appurtenances caused by Licensee or its officers, directors, agents, employees, licensees, or invitees shall be paid for by Licensee at the actual or estimated cost of repair.
- (c) Licensee shall not make any alterations or improvements to the Facility without the prior written consent of SMG. Any alterations or improvements of whatever nature made or placed by Licensee to or on the Facility, except movable trade fixtures, shall, at the option of SMG,
 - (i) be removed by Licensee, at Licensee's expense, immediately upon the conclusion of the Event; or
 - (ii) become the property of the facility.

4. Term of License. The license granted in Section 1 above will be effective as of the date and time set forth on Exhibit A and will continue in effect, unless earlier terminated as set forth in Section 11, until the date and time set forth on Exhibit A.

5. License Fee, Merchandising Fee, Broadcast Fee, and Reimbursable Service Expenses and Complimentary Tickets. In consideration of the grant of the license in Section 1 above, Licensee shall pay to SMG a license fee (the "License Fee") as established on Exhibit A, and shall reimburse SMG for certain service expenditures, all as calculated in accordance with the provisions set forth below and in accordance with generally accepted accounting principles, consistently applied.

- (a) License Fee. Licensee shall pay a license fee.

(b) Reimbursable Service Expenses

- (i) SMG shall provide, as required for each Event, or unless otherwise specified, the following services (collectively, the "Services"), the expenditures for which are reimbursable by Licensee to SMG ("Reimbursable Service Expenses"): ticket seller/taker labor, supervisors, receptionists; medical services for Event attendees, fire marshal, paramedics; food and beverage services; security personnel; utility hook-ups; including electricity, internet, lighting, cold water, heating, ventilating, air conditioning, hot and cold water facilities, waste removal services; electricians, plumbers, lift equipment operators and HVAC staff; custodial services; audio services; and special facilities, equipment and materials, or extra services furnished by SMG at the request of Licensee which are set forth on Exhibit A.
- (ii) SMG shall determine the level of staffing and service for each Event after consultation with, and input from, Licensee. Licensee acknowledges and understands that many of the Services are contracted services, the costs of which are subject to change. Licensee shall reimburse SMG for actual costs incurred by SMG in connection with the Services as provided in Section 6 below. Licensee may request additional services to expedite event at additional costs to Licensee.

6. Payment Terms.

- (a) License Fee and Broadcast Fee. The License Fee and Broadcast Fee (if any) set forth in Sections 5 of this Agreement shall be paid by Licensee as provided in Exhibit A attached hereto.

- (b) Reimbursable Service Expenses. Within thirty (30) days after SMG's receipt of Licensee's report delivered to SMG pursuant to Section 1(d) above, SMG shall deliver to Licensee an estimate expense report ("Estimate Expense Report"), setting forth SMG's estimate of all expenses which SMG will incur in connection with the Services. Within fourteen (14) days of Licensee's receipt of such Estimate Expense Report, Licensee shall pay to SMG the total estimated expenses for the Services reflected in the Estimate Expense Report. Within thirty (30) days after the conclusion of an Event, SMG shall deliver to Licensee an expense report setting forth the expenses actually incurred by SMG for the Services ("Actual Expense Report"). In the event the amount reflected in the Actual Expense Report exceeds the amount reflected in the Estimate Expense Report, Licensee shall promptly pay to SMG the amount of the excess. In the event the amount reflected in the Estimate Expense Report exceeds the amount reflected in the Actual Expense Report, SMG will promptly pay to Licensee the amount of such excess. Notwithstanding anything to the contrary set forth in this Agreement, SMG's failure to deliver either the Estimate Expense Report or the Actual Expense Report shall not excuse Licensee's obligation to pay any amounts due hereunder.
- (c) Late Charges. If Licensee fails to pay any amounts when due under this Agreement, Licensee shall pay to SMG a late charge of 1.5% per month on the unpaid balance.
7. Revenues and Costs. SMG shall retain one hundred percent (100%) of all revenues generated in connection with the sale of food and beverages at the Facility. In addition to payment of the Reimbursable Service Expenses above, Licensee shall bear all expenses incurred by Licensee in connection with the holding of an Event at the Facility, including, but not limited to, all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated in the conduct of an Event.
8. Taxes. SMG shall not be liable for the payment of taxes, late charges, or penalties of any nature relating to any Event or any revenue received by, or payments made to, Licensee in respect of any Event, except as otherwise provided by law. Licensee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Agreement or any other improvements now or hereafter owned by Licensee.
9. Insurance.
- (a) Licensee shall, at its own expense, secure and deliver to SMG not less than thirty (30) days prior to the commencement of this Agreement and shall keep in force at all times during the term of this Agreement:
- (i) a comprehensive general liability insurance policy in form acceptable to SMG, including public liability and property damage, covering its activities hereunder, in an amount not less than One Million Dollars (\$1,000,000) for bodily injury and property damage, including blanket contractual liability, independent contractors, and products and completed operations. The foregoing general liability insurance policy shall not contain exclusions from coverage relating to the following participants, legal liability activities or issues related to the Event hereunder: sporting events, rap concerts, performers, volunteers, animals, off-premise activities, and fireworks or other pyrotechnical devices;
 - (ii) comprehensive automotive bodily injury and property damage insurance in form acceptable to SMG for business use covering all vehicles operated by Licensee, its officers, directors, agents and employees in connection with its activities hereunder, whether owned by Licensee, SMG, or otherwise, with a combined single limit of not less than One Million Dollars (\$1,000,000) (including an extension of hired and non-owned coverage); and
 - (iii) applicable workers compensation insurance for Licensee's employees, as required by applicable law.
- (b) The following shall apply to the insurance policies described in clauses (i) and (ii) above:
- (i) "SMG, WILMINGTON CONVENTION CENTER, CITY OF WILMINGTON, THEIR OFFICERS, AGENTS, AND EMPLOYEES" shall be named as additional insured parties thereunder. Not less than thirty (30) days prior to the move-in date set forth on Exhibit A, Licensee shall deliver to SMG certificates of insurance evidencing the existence thereof, all in such form as SMG may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to each of SMG, Risk Management Director, 300 Conshohocken State Road, Suite 770, West Conshohocken, PA 19428 and Owner, The City of Wilmington, 305 Chestnut Street, Wilmington, NC 28401, attention City Manager." If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of an Event, Licensee shall deliver to SMG at least thirty (30) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.
 - (ii) The coverage provided under such policies shall be occurrence-based, not claims made.
 - (iii) The coverage limits contained on such policies shall be on a per-occurrence basis only.
 - (iv) Licensee hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of Licensee under this Agreement, including, without limitation, Licensee's indemnification obligations under Section 10 below.
 - a. The terms of all insurance policies referred to in this Section 9. shall preclude subrogation claims against SMG and Owner and

their respective officers, directors, employees, and agents.

- b. The failure of the Licensee to provide insurance in accordance with this Section 9. shall be a breach of this Agreement and shall, notwithstanding any cure period set forth in Section 11. below, preclude the Event from taking place.

(v) Name of insured on certificate must be identical to the name on the License Agreement.

10. Indemnification

(a) Licensee shall indemnify, defend, and hold harmless SMG, Owner, and their respective officers, directors, agents, and employees (the "Indemnities") from and against any and all Losses arising from (i) the matters described in Section 1(d)(iii) hereof; (ii) the matters described in Section 2(b) hereof; and/or (iii) personal or bodily injury to or death of persons or damage to the property of SMG or Owner to the extent caused by the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees.

(b) SMG hereby agrees to indemnify, defend, save and hold harmless Licensee and its affiliates, directors, officers, employees, agents and any other persons acting on its behalf (collectively "Licensee Indemnified Parties") from and against claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses, occasioned in connection with, arising from, or attributable to: (i) any breach by SMG of its representations and warranties, any failure by SMG to perform or comply with any covenant or other obligation stipulated or arising out of the Agreement, or any failure by SMG or Owner to perform or comply with any obligation under any applicable Law, including but not limited to, any obligation of SMG or Owner in respect of their respective employees, subcontractors or other representatives acting on their behalf in the performance of their obligations under the Agreement; or (ii) any damage to any property or any injury or death of any person resulting directly from the sole negligence, fault or omission of SMG, the Owner, or of any of their respective employees, subcontractors or other representatives acting on its behalf in the performance of their obligations under the Agreement.

11. Default, Termination and Other Remedies

(a) Default.

(i) Licensee shall be in default under this Agreement if any of the following occur:

- a. Licensee fails to pay any amount due hereunder (including, without limitation, the Licensee Fee or the Reimbursable Service Expenses) when the same are required to be paid hereunder by the date when due;
- b. Licensee or any of its officers, directors, employees or agents fails to perform or fulfill any other term, covenant, or condition contained in this Agreement and Licensee fails to commence a cure thereof within five (5) business days after Licensee has been served with written notice of such default;
- c. Licensee makes a general assignment for the benefit of creditors; or
- d. Licensee defaults under any other Use License Agreement with SMG related to the Facility.

(ii) SMG shall be in default under this Agreement if SMG fails to perform or fulfill any term, covenant, or condition contained in this Agreement and SMG fails to commence a cure thereof within five (5) business days after SMG has been served with written notice of such default.

(iii) Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time if reasonably possible. Notwithstanding clause b. above, if the breach by Licensee or any of its officers, directors, employees, or agents of such other term, covenant, or condition is such that it threatens the health, welfare, or safety of any person or property, then SMG may, in its discretion, require that such breach be cured in less than five (5) business days or immediately.

(b) Termination by Reason of Default. Upon a default pursuant to Section 11(a) hereof, the non-breaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate the license granted in Section 1 hereof and the obligations of the parties with respect thereto. In addition to the foregoing, if Licensee fails to comply with any of the provisions of this Agreement, SMG may, in its sole discretion, delay and/or withhold payment and/or settlement of all accounts and funds related to monies collected or received by SMG for the benefit of Licensee hereunder until the completion of an investigation relating to such violation.

(c) Termination by Reason of Labor Dispute. In addition to the remedies provided elsewhere in this Agreement, SMG shall have the right to terminate this Agreement in the event that a dispute occurs between Licensee and its employees or between Licensee and any union or group of employees by reason of the union affiliation or lack of union affiliation of persons employed by Licensee or any one with whom Licensee contracts.

(d) Injunctive Relief. In addition to any other remedy available at law, equity, or otherwise, SMG shall have the right to seek to enjoin any breach or threatened breach and/or obtain specific performance of this Agreement by Licensee upon meeting its burden of proof of such breach or threatened breach as required by applicable statute or rule of law.

(e) Unique Qualities. The parties agree and acknowledge that the Licensee is a unique entity and, therefore, the rights and benefits that will accrue to SMG by reason of this Agreement are unique and that SMG may not be adequately compensated in money damages for Licensee's failure to comply with the material obligations of Licensee under this Agreement and that therefore SMG, at its option, shall have the right

to pursue any remedy available at law, equity, or otherwise, including the recovery of money damages and/or the right to seek equitable relief (whether it be injunctive relief, specific performance or otherwise) in the event that Licensee violates its obligation to hold an Event at the Facility, or to provide evidence of fulfillment of its obligations under Section 13 (m) of this Agreement.

12. **Representations and Warranties.** Each party hereby represents and warrants to the other party, and agrees as follows:

- (a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;
- (b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement; and
- (c) No litigation or pending or threatened claims of litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

13. **Covenants.** Licensee hereby covenants as follows:

- (a) Licensee shall not occupy or use the Facility except as provided in this Agreement.
- (b) Licensee shall comply with all legal requirements which arise in respect of the Facility and the use and occupation thereof.
- (c) Licensee shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the Facility. "Hazardous Material" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental law.
- (d) Licensee shall not advertise, distribute, post, exhibit, nor allow any printed or written material to be advertised, posted on internet sites, exhibited, on signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside or on any part of the Facility without a fully executed license agreement. Content of such advertisements must be the purpose of intent of this license, correct ticket or entrance prices and/or discounts, times, rooms, in or on the Facility premises and SMG's approval at least 24 hours before distribution. Materials for events held at other facilities not related to the event at hand, may not be advertised.
- (e) Licensee shall not broadcast by television or radio any Event scheduled to be presented in the Facility under the terms of this Agreement without the prior written approval of SMG. If approval is granted by SMG, then all monies received from such broadcast will be considered as broadcast revenues for the purpose of determining the Broadcast Fee due to SMG.
- (f) SMG is the exclusive provider of food & beverages in and on all facility premises and licensee shall not cause or permit food or beverages of any kind to be brought in, sold, removed, given away, or used upon the Facility or Facility premises except through written authorization from SMG's designated food & beverage director and in accordance with North Carolina and New Hanover County Health Department.
- (g) SMG is the exclusive provider of alcoholic beverages in and on all facility premises and licensee shall not cause or permit beer, wine, or liquors of any kind to be brought in, sold, removed, given away, or used upon the Facility or Facility premises except through SMG's designated food & beverage director and in accordance with North Carolina Alcoholic Beverage Commission.
- (h) Licensee shall not operate any equipment or materials belonging to SMG without the prior written approval of SMG.
- (i) Licensee, its officers, directors, employees, agents, members, or other representatives shall not "scalp" tickets for an Event, to the extent applicable. Licensee and its representatives shall provide assistance to SMG in its efforts to control and prevent such ticket "scalping".
- (j) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted while the Facility is in use. Moreover, all designated exit ways shall be maintained in such manner as to be visible at all times.
- (k) Licensee shall abide by and conform to all rules and regulations adopted or prescribed by SMG pursuant to a certain operating policy titled "WCC Facility Event Guide", a copy of which has been included to Licensee as part of this license agreement and the terms of which are incorporated by reference herein.

 Licensee Initials acknowledge receipt of attached WCC Facility Event Guide.

- (l) Licensee shall not encumber, hypothecate, or otherwise use as security its interests in this Agreement for any purpose whatsoever without the express written consent of SMG.
- (m) With respect to any Event at the Facility, Licensee shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works. The fees payable by Licensee under this Agreement do not include royalty, copyright or other payments which may be payable on behalf of third party owners of such Works, and Licensee agrees hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish or reproduce any such Works. Licensee specifically agrees, undertakes, and assumes the responsibility to make any and all reports to such agencies and/or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAC, SESAC and other similar agencies. Licensee agrees hereby to produce evidence of such reports and payments to SMG, including evidence of compliance with the requirements of this paragraph to be provided to SMG in advance of any

such Event. Provision of such evidence is a material condition of this Agreement. Licensee agrees to indemnify, defend, protect and hold harmless SMG and all other Indemnitees (as defined in this Agreement) of and from all and all manner of Losses arising in any way from the use by Licensee of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing indemnity shall apply regardless of the means of publication or performance by Licensee, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, webcast, or on-line service providers, satellite or cable, and all other publication or performance means whatsoever, whether now known or developed after the date of this Agreement.

- (n) Licensee or Licensees invitees shall not engage in the sale and/or distribution of food and/or beverages at the Facility.
 - (o) Licensee shall use the Facility's logo (the "Facility Logo") in all advertising controlled by or done on behalf of Licensee relating to an Event, including, but not limited to, television, Internet, newspaper, magazine, and outdoor advertising. Licensee's right to use the Facility Logo shall be limited to the specific, express purpose set forth in the foregoing sentence and/or as otherwise authorized by SMG in writing prior to the use thereof. In connection with Licensee's use of the Facility Logo as permitted in this Section 13(o), Licensee shall use only the form of the Facility Logo as provided by SMG to Licensee in any artwork or other depiction thereof.
14. Civil Rights Act. During the performance of this Agreement, Licensee shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning Civil Rights.
15. Americans With Disabilities Act. With respect to any Event at the Facility, Licensee recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended ("ADA"). Licensee represents that it has viewed or otherwise apprised itself of the access into the Facility, together with the common areas inside, and accepts such access, common areas, and other conditions of the Facility as adequate for Licensee's responsibilities under the ADA. Licensee shall be responsible for ensuring that the Facility complies and continues to comply in all respects with the ADA, including accessibility, usability, and configuration insofar as Licensee modifies, rearranges or sets up in the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for any violations of the ADA that arise from Licensee's reconfiguration of the seating areas or modification of other portions of the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices, and procedures it applies in connection with an Event are in compliance with the ADA.
16. Use of Information. Licensee hereby acknowledges and agrees that SMG shall have the right to disclose to recognized industry sources that track event activity information relating to any Event, including, without limitation, the identity of performers or other participants of the Event, attendance figures, and gross ticket revenue for the Event.
17. Construction of this Agreement
- (a) Choice of Law. This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of North Carolina, without giving effect to the conflict of law principles thereof.
 - (b) Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.
 - (c) Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the covenants, agreements, terms, provisions, and conditions relating to the rights and obligations of SMG and Licensee with respect to the Facility. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto.
 - (d) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.
 - (e) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of SMG, and to such successors and assigns of Licensee as are permitted to succeed to the Licensee's right upon and subject to the terms hereof.
 - (f) Independent Contractor; No Partnership. SMG and Licensee shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, SMG or Licensee a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.
 - (g) Singular and Plural. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.
18. Miscellaneous
- (a) Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights, or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.

- (b) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Licensee without the prior written consent of SMG. SMG shall be entitled to assign its rights and obligations hereunder to Owner or to any other management company retained by Owner to manage the Facility, and in such event, SMG shall have no further liability to Licensee hereunder for the performance of any obligations or duties arising after the date of such assignment.
- (c) Notices. Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be effective either (i) when delivered personally to the party for whom intended, (ii) upon delivery by an overnight courier services that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery, or (iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt; in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to SMG: Wilmington Convention Center/SMG
10 Convention Center Drive
Wilmington, NC, 28401
Attention: General Manager

If to Licensee: NC Association of School Resource Officers
230 N. Tradd Street
Statesville, NC 28687
Attention: Sgt. Dallas Hicks

- (d) Non-Exclusive Use. SMG shall have the right, in its sole discretion, to use or permit the use of any portion of the Facility other than the Authorized Areas to any person, firm or other entity regardless of the nature of the use of such other space.
- (e) Force Majeure. If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of SMG, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, SMG is hereby released by Licensee from any damage so caused thereby. All sums and monies paid by group will be returned within ten (10) business days of such Force Majeure event.

BY SIGNING THIS AGREEMENT AND SUBMITTING AN ADVANCE PAYMENT OR DEPOSIT TO SMG, LICENSEE IS MERELY MAKING AN OFFER TO SMG TO ENTER INTO THIS AGREEMENT. THIS AGREEMENT SHALL NOT BECOME BINDING ON THE PARTIES UNTIL SMG EXECUTES AND DELIVERS THIS AGREEMENT. LICENSEE MAY NOT RELY ON ANY VERBAL ASSURANCES MADE BY SMG'S PERSONNEL OR UPON THE AVAILABILITY OF ANY REQUESTED DATES, AUTHORIZED AREAS OR USES UNTIL SMG EXECUTES AND DELIVERS THIS AGREEMENT. LICENSEE MUST SIGN AND RETURN THIS AGREEMENT BY January 2, 2019 OR THE AUTHORIZED AREA(S) UNDER EXHIBIT A SHALL BE SUBJECT TO RELEASE BY FACILITY WITHOUT PENALTY.

LICENSEE:

Sgt. Dallas Hicks 12/29/2018
Sgt. Dallas Hicks, President Date

SMG:

Fredia M. Brady 1/4/19
Fredia M. Brady, General Manager Date

Attached: Exhibit A

Attached: Exhibit B - SAVOR...WILMINGTON FOOD AND BEVERAGE EVENT POLICIES

Attached: Exhibit C - Miscellaneous (Ancillary) Charges

Attached: WCC Facility Event Guide

EXHIBIT A

1. Use of Facility.

Date	Authorized Areas	Purpose/Time of Use	Attendance	License Fee
Saturday July 9, 2022	Meeting Room 103/104	Office- Boardroom 12:00pm-2:00pm	25 pp	\$18,000.00
Sunday, July 10, 2022	Meeting Room 101	Storage 8:00am-12:00pm	n/a	
	Meeting Room 102	Work Room 8:00am-12:00pm	n/a	
	Meeting Room 103/104	Office- Boardroom 8:00am-12:00pm	25 pp	
	Meeting Room 106/107/108	Move In-Set TBD 4:00pm-6:00pm	Flow	
	Ticket Office	Registration 4:00pm-6:00pm	Flow	
	River Concourse	Exhibitors-Move In (24) 6ft Table Tops (Provided by WCC) 12:00pm-9:00pm	Flow	
	Grand Ballroom	President's Reception-Mix of Cocktail Tables and Rounds 4:00pm-6:00pm	600 pp	
	Event Lawn	Corn Hole on the Event Lawn- Mix of Cocktail Tables 6:00pm-11:00pm	Flow 100 pp	
Monday, July 11, 2022	Meeting Room 101	Storage 7:00am-11:59pm	n/a	
	Meeting Room 102	Work Room 7:00am-11:59pm	n/a	
	Meeting Room 103/104	Office- Boardroom 7:00am-11:59pm	25 pp	
	Meeting Room 106/107/108	Move In-Set TBD 7:00am-11:59pm	Flow	
	Ticket Office	Registration 7:00am-5:00pm	Flow	
	River Concourse	Exhibitors- (24) 6ft Table Tops (Provided by WCC) AM Break/PM Break 8:00am-5:00pm	Flow	
	Exhibit Hall	Lunch- Rounds 12:00pm-1:00pm	600 pp	
	Grand Ballroom	General Session-Rounds 8:30am-5:00pm	600pp	
	Event Lawn	Corn Hole on the Event Lawn- Mix of Cocktail Tables 6:00pm-11:00pm	Flow of 100 pp	
Tuesday, July 12, 2022	Meeting Room 101	Storage 7:00am-11:59pm	n/a	
	Information Desk	Silent Auction Display 7:00am-5:00pm	Flow	
	Meeting Room 102	Work Room 7:00am-11:59pm	n/a	
	Meeting Room 103/104	Office- Boardroom 7:00am-11:59pm	25 pp	
	Ticket Office	Registration 7:00am-5:00pm	Flow	

Wilmington Convention Center
License Agreement #22-07-478-566603
NC Association of School Resource Officers
Saturday, July 9, 2022- Friday, July 15, 2022

Date	Authorized Areas	Purpose/Time of Use	Attendance	License Fee
	River Concourse	Exhibitors- (24) 6ft Table Tops (Provided by WCC) AM Break/PM Break 8:00am-5:00pm	Flow	
	Exhibit Hall	Lunch- Rounds 12:00pm-1:00pm	600 pp	
	Grand Ballroom A/B	Break Out Sessions- Rounds 8:00am-5:00pm	150 pp	
	Grand Ballroom C	Break Out Sessions- Rounds 8:00am-5:00pm	75 pp	
	Grand Ballroom E/F	Break Out Sessions- Rounds 8:00am-5:00pm	150 pp	
	Grand Ballroom D	Break Out Sessions- Rounds 8:00am-5:00pm	75 pp	
	Meeting Room 105	Break Out Sessions- Theater 8:00am-5:00pm	50 pp	
	Meeting Room 106, 107, 108	Break Out Sessions- Rounds 8:00am-5:00pm	50 pp	
	Event Lawn	Corn Hole on the Event Lawn- Mix of Cocktail Tables 6:00pm-11:00pm	Flow of 100 pp	
Wednesday, July 13, 2022	Meeting Room 101	Storage 7:00am-11:59pm	n/a	
	Information Desk	Silent Auction Display 7:00am- 11:59pm	Flow	
	Meeting Room 102	Work Room 7:00am-11:59pm	n/a	
	Meeting Room 103/104	Office- Boardroom 7:00am- 11:59pm	25 pp	
	Meeting Room 106/107/108	Prayer Breakfast- Rounds 7:00am- 8:00am	60 pp	
	Ticket Office	Registration 7:00am-5:00pm	Flow	
	River Concourse	Exhibitors- (24) 6ft Table Tops (Provided by WCC) AM Break/PM Break 8:00am-5:00pm	Flow	
	Grand Ballroom	General Session-Rounds 8:30am- 12:00pm	600pp	
	Event Lawn	Corn Hole on the Event Lawn- Mix of Cocktail Tables 6:00pm-11:00pm	Flow of 100 pp	
Thursday, July 14, 2022	Meeting Room 101	Storage 7:00am-11:59pm	n/a	
	Information Desk	Silent Auction Display 7:00am- 11:59pm	Flow	
	Meeting Room 102	Work Room 7:00am-11:59pm	n/a	
	Meeting Room 103/104	Office- Boardroom 7:00am- 11:59pm	25 pp	
	Ticket Office	Registration 7:00am-5:00pm	Flow	
	River Concourse	Exhibitors- (24) 6ft Table Tops (Provided by WCC)	Flow	

Wilmington Convention Center
License Agreement #22-07-478-566603
NC Association of School Resource Officers
Saturday, July 9, 2022- Friday, July 15, 2022

Date	Authorized Areas	Purpose/Time of Use	Attendance	License Fee
		AM Break/PM Break 8:00am-5:00pm		
	Exhibit Hall	Lunch- Rounds 12:00pm-1:00pm	600 pp	
	Grand Ballroom D/E/F	General Session-Rounds 8:30am-5:00pm	300pp	
	Grand Ballroom A/B/C	General Session-Rounds 8:30am-5:00pm	300pp	
	Event Lawn	Corn Hole on the Event Lawn- Mix of Cocktail Tables 6:00pm-11:00pm	Flow of 100 pp	
Friday, July 15, 2022	Meeting Room 101	Storage 8:00am-2:00pm	n/a	
	Meeting Room 102	Work Room 8:00am-2:00pm	n/a	
	Meeting Room 103/104	Office- Boardroom 8:00am-12:00pm	25 pp	
	Grand Ballroom	General Session- Rounds 8:00am-2:00pm	600 pp	
	River Concourse	Exhibitors- Move Out (24) 6ft Table Tops (Provided by WCC) 8:00am-2:00pm	Flow	
License Fee				\$18,000.00
'21 & '22 Two Year Booking Discount				-\$8,000.00
CVB Event Booking Incentive				-\$10,000.00
Total License Fee				\$0.00

2. **License Fee and Service Charges.** In consideration of the License granted by SMG as provided herein, Licensee agrees to pay SMG a License Fee, food and beverage charges, miscellaneous ("ancillary") charges if any, administrative fee, and sales tax as provided below.

- (a) **License Fee.** The License Fee for the Authorized Areas indicated in Exhibit A, Section 1 of this Agreement does not include applicable charges such as: food and beverage charges, utility and telecommunication services, event security, Emergency Medical Technicians, audio-visual or other miscellaneous charges. The License Fee must be paid in full 60 days prior to the first move-in date. Additions/changes to Authorized Areas shall require an executed addendum and may result in additional payments to cover additional costs.
- (b) **Food and Beverage Charges.** Licensee shall solely and exclusively employ the services of Facility's exclusive Caterer and shall adhere to the Food and Beverage Event Policies, Exhibit B. At a later date, a Banquet Event Order (BEO) will be created as part of this Agreement outlining the details and pricing of your catering needs. Any balance owed over and above the minimum food and beverage charges, as reflected on the Banquet Event Order, shall be due upon receipt of signed BEO.

Miscellaneous (Ancillary) Charges. Prior to the event, Licensee shall receive an "Estimate Expense Report" listing all anticipated miscellaneous charges. Miscellaneous charges must be paid within 15 days post event. See Miscellaneous (Ancillary) Charges, Exhibit C.

Special Provisions (if any):

- If required, one complimentary wireless connection at the registration desk for registration purposes.
- Complimentary Clutter free set of pads, pens and candy upon request per break out room.
- Complimentary water coolers per meeting rooms, grand ballroom, and exhibit hall. Complimentary refills daily.
- (24) Vendor Tabletops in the River Concourse to be provided by the WCC complimentary.
- One complimentary microphone when using in house AV provider.
- \$20.00 inclusive lunch buffet price per person. To include two salads, two entrees, two sides, rolls, and beverage service. Menu's to be determined with Catering Sales Manager (6) months prior to the event.
- Bartender fee for Thursday-Sunday evening on the Event Lawn incur a cost of \$200.00++ per bartender. Bartender fee's waived with \$500.00 per bar in bar sales.

- Concourses - Public space areas inside the Facility are used for Ingress and egress by others as well as emergency evacuation of the Facility. Restrictions apply and areas are subject to a rental fee when used for exhibits. Usage of public space for catering is subject to availability, depending on other events in the Facility.
- Event Security - Licensee is responsible for Event Security, provided through Facility's approved contractor at prevailing rates. The service is charged by the hour with a 4-hour minimum. Your Event Manager will contact you regarding security requirements.
- EMT Service - Licensee is responsible for EMT service. The service is charged by the hour with a 4-hour minimum. Your Event Manager will confirm the schedule in advance of the event. Licensee, at its option, may provide such staff from its own resources, provided such staff is responsive to Facility's direction and meet the State of North Carolina's standard for Emergency Medical Technician. Public events, sporting events, trade shows and/or events of 1000 or more attendees are required to have EMT service onsite. This requirement is non-walvable. Facility recommends EMT service for events with meal service of 500 or more attendees.

(c) Administrative Fee and Sales Tax (++) All services, including food, beverage, equipment, and staff/labor, are subject to a 22% administrative fee. This administrative fee is retained to defray administrative costs; it is not intended to be a tip, gratuity, or service charge and will not be distributed to the employees. North Carolina state sales tax of 7% will be applied to all food, beverage, staff/labor, equipment rental, and administrative fee.

3. **Payment Terms.** Licensee agrees to pay according to the following payment schedule. All payments shall be non-refundable, except as otherwise expressly set forth in this Agreement. This Agreement serves as your invoice although we can provide separate invoices for payments upon request.

(a) Signed contract due January 2, 2019.

(b) Any amounts owed for food and beverage expenditures, miscellaneous (ancillary) charges, administrative fee, and sales tax shall be due within 15 days post event.

If Licensee fails to pay any amounts when due under this Agreement, then Licensee shall pay to SMG a late charge of 1.5% per month on the unpaid balance. Failure to make payment(s) as provided herein shall constitute immediate breach of this Agreement by Licensee.

EXHIBIT B - SAVOR...WILMINGTON FOOD AND BEVERAGE EVENT POLICIES

SAVOR...Wilmington is the exclusive food and beverage provider for the Facility. This includes all indoor/outdoor on-premise catering, all alcohol/non-alcohol sales, and all retail/concessions products. For the health and safety of you and your guests, food and beverage items may not be brought in or removed from the Facility. We prepare your food products with safety in mind. Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness. When possible, SAVOR...Wilmington donates any remaining prepared food following an event to agencies feeding the underprivileged under regulated conditions.

SAVOR...Wilmington Food and Beverage Event Policies are designed to provide information that applies when planning your event at the Facility.

USE LICENSE AGREEMENT | FOOD & BEVERAGE EVENT POLICIES | BANQUET EVENT ORDER

The Use License Agreement, Food & Beverage Event Policies, and Banquet Event Order (BEO) must be signed/initialed before your event is executed. The BEO is your catering order and must be signed and returned to our Catering Department no less than six (6) weeks prior to your event date.

ADDITIONAL ITEMS | ANY REMAINING BALANCE

Any increases in the final guarantee or additional costs will be payable at that time prior to event. Any increases made during the event must be signed by the approved on-site contact and will be due prior to the completion of the event.

PAYMENTS

Payments may be made by cash, personal check, company check, or cashier's check. Make checks payable to the 'Wilmington Convention Center'. Online credit card payments are accepted with a 3% surcharge. Acceptable forms of payment within 14 days of the event include cash, cashier's check, and credit card only (no personal checks or company checks). All payments must be satisfied prior to your event.

PRICING | ADMINISTRATIVE FEE | SALES TAX

Menus are updated periodically to reflect current pricing, market conditions, trends, and new products, and are subject to change without notice. All services, including food, beverage, equipment, and staff/labor, are subject to a 22% administrative fee. This admin fee is retained to defray administrative costs; it is not intended to be a tip, gratuity, or service charge and will not be distributed to the employees. North Carolina state sales tax of 7% will be applied to all food, beverage, attendants, equipment rental, and admin fee.

FOOD & BEVERAGE GUARANTEES

The guaranteed headcount is required 5 business days (Mon.-Fri.) prior to the event date by 12 pm.

The guarantee cannot be reduced after the deadline. Increases after the final guarantee may be subject to a 20% surcharge in addition to the selected menu price. If the guarantee is not provided to the Catering Sales Manager, the number stated on the Agreement will be your guarantee. The Facility will make every effort to service additional guests based upon availability of product and labor, however, will not be responsible or liable for servicing these additional guests. The Catering Department will prepare food product for seated functions 5% over the total guarantee, 3% of which will include chef's choice of vegetarian selection, to a maximum of 30 people. Additional seating will only be placed if needed.

MENU SELECTIONS | VEGETARIAN OPTIONS

Menu selections must be made a minimum of 45-60 days in advance of your function date/s. Plated menu selections are limited to 2 hot entrees plus a vegetarian option per meal. We will prepare vegetarian entrees for 3% of your final meal count. If determined that vegetarian requests will exceed 3% of your count, you must notify your Catering Sales Manager and we will modify the entrée/s and vegetarian guarantees. If last minute preparation of additional meals (to include vegetarian selections) is required for meals beyond the respective guarantees, the meal price plus a 20% surcharge may be charged. All selections if added will be based on availability.

Pricing/Counts: If selecting 2 entrees, both items will be charged at the higher price and an exact count is required for each selection.

Minimums: Groups with a guarantee of less than 50 people for any meal will incur a \$100++ service labor fee unless minimums are stated under each category.

Pre-sets: Pre-set salads and desserts will only be provided for the guarantee. If you desire additional pre-set salads or desserts beyond your guarantee, those will be charged at the cost of that menu item/s.

Overset: In the event you desire to have more place settings than your guaranteed number, will be charged an over set fee of \$6.00++ per each additional seat /place setting provided.

BEVERAGE SERVICE

The North Carolina Alcohol and Beverage Commission (ABC) regulate alcohol and beverage service and SAVOR...Wilmington is solely responsible for the administration of these regulations. We reserve the right to ask for proper identification for alcoholic beverage services or refuse alcohol service to intoxicated or underage persons. Alcoholic beverages may not be brought into nor removed from the premises to include all areas of the Facility, parking deck, event lawn or Convention Center Drive from outside sources. We reserve the right to confiscate any alcohol not purchased by the Facility. We offer Hosted Bar and Cash Bar Service. Please see applicable rates for each type of service.

Hosted Bars: Final costs are based on actual drinks served. A pre-paid hosted bar deposit, based on an estimated minimum of 2-3 drinks per person, at an average of \$12++/per person, is due prior to the event. If the pre-paid estimate exceeds the actual charges, a refund will be issued with the final bill.

Cash Bars: Service will conclude at least 15 minutes prior to the contracted completion time of the event with last call occurring at least 30 minutes prior to the bar closing.

SLIPPAGE

Slippage is the difference between estimated transaction costs and the amount paid by licensee (prior to admin fee and sales tax). The Licensee is permitted a decrease up to 10% of anticipated revenue from food & beverage. This one-time allowance will take place up to and including 14 days prior to the event.

STANDARD BANQUET SET & SERVICE

The standard banquet set supplied is a 72" Round banquet tables with seating for ten, white linens, cloth napkins in a color of your choice (based on availability), glassware, white china and 18/8 silver flatware. Based on availability, SAVOR... Wilmington will provide a mirrored tile centerpiece with up to 2 clear glass votive candle holders and tea candles. If an alternate set is required, (i.e., eight guests per table) a fee of \$60.00++/per additional table over standard room set will be accessed to cover extra costs for linen, tableware, labor service, equipment, equipment labor, and diagram revisions. Additional tea candles may be provided by guest or supplied by the Facility for an additional fee of \$1++ per candle. For sets exceeding the Facility's standard inventory, additional rental charges may apply. See additional rentals in Facility Event Guide list of equipment rental. Seating diagrams are featured on the Facility website.

LABOR SERVICE | OVERTIME

If the admin fee does not cover the cost of the labor to service that event, an additional labor service fee may apply. The amount of labor required is determined by SAVOR...Wilmington catering standards. Catering personnel are scheduled as follows: breakfast & lunch; up to a 4-hour shift and reception/dinner up to a 5-hour shift. Shifts include set-up, service and breakdown. For events that extend beyond the allotted 4 or 5-hour time allotment, a \$3.00++/person/hour fee (or part of an hour) with a minimum charge of \$300.00++/Ballroom or meeting room and \$5.00++/person/hour fee (or part of an hour) with a minimum charge of \$550.00++ for the Exhibit Hall. The per person assessment is based on your final guaranteed guest count. Bartenders subject to a \$25++/bartender/hour fee (or part of an hour) if needed. Please note that overtime is at the discretion of management. To maximize the event experience, the Facility will not perform set-up or breakdown service while an event is occurring unless specifically requested by the licensee.

MENU TASTING

A Menu Tasting may be arranged once the Agreement has been executed and deposits received on schedule. Tastings are offered by appointment only and scheduled at least 30 days in advance. Each tasting is \$75++ per person with a minimum of two guests and includes up to three basic entree choices. We recommend a menu tasting for each event as a preview of the menu you have chosen. Certain restrictions apply.

OUTDOOR EVENTS

For the safety of you, your guests, and the Facility staff, any of the following locally forecasted weather conditions as reported by the National Oceanic and Atmospheric Administration will require the relocation of an outdoor event to an indoor location: 30% or higher chance of precipitation; temperatures or heat index higher than 95 degrees or below 45 degrees; wind gusts of 15mph or greater; visible lightning. Decisions to relocate will be made by noon the day prior to the event. Day of decisions to relocate will be made at the discretion of the Facility 4 hours prior to the event based on life safety considerations. A licensee requested set revision made on the day of the event may be assessed a labor charge of \$500++. Back-up space must be rented proportionate to the number of guests in attendance; otherwise we cannot guarantee that space will be available. If a tent is erected, a 48-hour advance decision may be required.

EVENT REHEARSALS | EARLY ARRIVALS

We strive to provide all our guests with individual attention and dedicated service. Therefore, we must ask your cooperation by adhering to the designated start time of your event. An event rehearsal can be arranged at a mutually convenient time for your guests and our staff, based on availability of space. This will be provided at a fee of \$200. If requesting a rehearsal after business hours of Monday-Friday, 8:30am-5:00pm with no other events taking place in the building, the fee will be \$300 per hour.

SECURITY

Licensee shall be charged for complete security within all contracted areas from the beginning of leased period until completion of move-out. The Facility will evaluate each event according to its nature, attendance and areas in uses for staffing security coverage needs. Event security staff is charged by the hour with a 4-hour minimum required.

SAMPLING

Sampling and/or distribution of food or beverage by any exhibitor or vendor must be approved by the Food and Beverage Director no less than two months prior to any function. All conditions for sampling of food and/or beverage at any function are outlined in detail in the Facility Event Guide. An authorization sampling request form provided by the Catering Department must be completed. A temporary Health Permit and permit cost from the New Hanover County Health Department will also be required by exhibitors/vendors. SAVOR...Wilmington reserves the right to adjust or modify these policies.

EXHIBIT C – MISCELLANEOUS (ANCILLARY) CHARGES

Services/Description/Equipment	Hour/Qty/Estimated Cost
Additional Equipment - For additional equipment not included in the contracted standard room set. A quote may be provided if equipment needs exceed our inventory.	Banquet Chairs: \$1++ each per set Tables without linen: \$8++ each per set Tables with linen: \$14++ each per set
Administrative Fee and Sales Tax (++) - All services, including food, beverage, equipment, and staff/labor, are subject to a 22% administrative fee. North Carolina state sales tax of 7% will be applied to all food, beverage, staff/labor, equipment rental, and administrative fee.	22% Administrative Fee 7% NC State Sales Tax
Aisle Cleaning for Exhibitions – When exhibit hall, ballrooms, meeting rooms, public space areas are utilized for exhibitions (i.e. trade shows, expos, sporting events, assemblies, etc.), additional housekeeping charges apply.	Aisle cleaning is exclusive to the Facility. Please contact your Event Manager for a cost estimate.
Booth Cleaning - Order forms should be included in your exhibitor service kits, so your exhibitors can order these services in advance.	Booth cleaning is exclusive to the Facility. Please contact your Event Manager for more information.
Dance Floor – One 15' x 15' dance floor is included with the License Fee of the Grand Ballroom or Junior Ballroom.	\$8++ per 3'x3' section
Emergency Medical Technician Service – Public events, sporting events, trade shows, and events of 1000 or more attendees are required to have EMT service onsite. This requirement is non-waivable. Facility recommends EMT service for events with meal service of 500 or more attendees.	\$75 per technician per hour with a 4-hour minimum. Your Event Manager will confirm the schedule in advance of the event.
Event Security – Event Security is required for most events at prevailing rates at the expense of the Licensee. Facility will exercise final authority on security staffing coverage.	\$28 per guard per hour with a 4 hour minimum
Fire Detail – If required, Fire Guard will be provided through the City of Wilmington Fire Department. The Fire Marshal has final authority in determining coverage.	Services can be ordered through Event Manager
Fire Permit - Inspections by a City of Wilmington Fire Marshal are required prior to event opening for Exhibitions in the Exhibit Hall, Public Concourses, Ballroom, and Meeting Rooms 105-108 at Licensee's expense.	Fire Permit Rates: \$45/inspection on Monday thru Friday during 8:30am-5:00pm. Saturday, Sunday and all other hours are \$80/inspection
Internet - Facility is the exclusive provider for wired and wireless network services at the Facility. This includes the Exhibit Hall, Meeting Rooms, and exterior areas. Rates are based on a per device charge 24 hours within all areas.	Network Fee – based on requested specifications
Patch Fees – If Licensee uses any out-side audiovisual provider the Facility will charge a patch fee for the use of Facility's house sound system. Fee covers the duration of the event.	\$50 per connection in meeting rooms 101-108 \$75 per connection in Grand Ballroom \$125 per connection in Exhibit Hall
Police Detail and Traffic Control – Events involving cash handling and traffic control require a police detail. The Facility has authority in determining the amount of police coverage required.	\$36 per Officer per hour with a 4-hour minimum \$25 per Traffic Control Vehicle, flat rate for 4 hours or less \$50 per Traffic Control Vehicle, flat rate for more than 4 hours
Risers - One 16'L x 6'W x 24"H riser or 12'L x 8'W x 24"H riser is included with the License Fee of the Grand Ballroom.	\$15++ per 6'x8' section
Room Reset – A one-time per day, room set to Licensee's specification is included in the room rental. Additional charges are not incurred for room resets needed to service meal functions.	Room resets during the same contracted day will incur a labor fee based on the complexity of the room change and the required completion time.
Swipe Keys - At your request to your Event Manager, up to two swipe keys for the ticket office can be issued upon arrival and must be returned on the last day of the event.	Additional swipe keys are \$5.00 each. There will be an automatic charge of \$50 per key for any keys not returned on final event day.
Utilities – Telecommunications, Electrical, Water/Drainage or Compressed Air etc. Room Rental includes standard lighting and HVAC during event hours. Facility supplies one 110V 20 amps electrical hook up in meeting rooms and boardrooms at no cost (excluding areas used for exhibitions). Additional service can be ordered through Event Manager.	All utility services are provided exclusively by the Facility. Utilities can be purchased online using the following link: https://www.businessmadecentral.com/electric-and-utilities-service-payment/

The charges listed above represent current rates and are provided for planning purposes only. Additional charges may apply based on Licensee's specific event requirements. Prices are subject to change without notice.

General Services and Information:

Hours of Operation: From 7:00 am to 11:59 pm; activity or set-up work between 12:00 am midnight & 7:00 am cannot be scheduled without Facility's approval and will incur rental, labor, and security charges.

Services Included in Per Room Daily License Fee (does not apply for exhibitions: i.e. trade shows, expos, sporting events, assemblies, etc.):

- Normal housekeeping service in public areas
- One 110V 20 amps electrical hook up in meeting rooms and boardrooms at no cost (excluding areas used for exhibitions)
- Normal heat and air conditioning during event hours; HVAC service during move-in/move-out may not be available while doors are open
- Work lights (50% power) during move-in, move-out, set-up and tear-down; full house lights during show hours
- One time set-up of tables, chairs, linen and one lectern to Licensee's specification for meeting room and banquet sets
- One complimentary standard microphone per day when Facility's in-house audiovisual provider is used
- One water cooler per meeting room; two or more with rental of entire Grand Ballroom
- One 16'L x 6'W x 24"H riser or 12'L x 8'W x 24"H riser with rental of Grand Ballroom
- One 15 x 15 dance floor is included with the rental of the Grand Ballroom or Junior Ballroom
- Clutter free set of pads, pens and candy upon request
- One midday room refresh per room, per day (specified trash removal, straightening of tables and replacing of soiled linen if needed); additional services will incur labor fees
- Services will be furnished to the extent of existing available inventory, and in consideration of any prior claim on inventory by other tenant(s) if any

Services Not Included in License Fee: Licensee shall separately pay for all required or requested services, to include, but not limited to:

- Event security / traffic control staff; nursing / medical staff (if applicable) and any other labor requirements
- Insurance, equipment, food and beverages
- Tables and chairs for exhibit hall events
- Meeting room sets for chevron and orchestra styles will incur labor fees
- Banquet sets for crescent rounds will incur over set fees
- Exhibit tabletop sets in meeting rooms and public space areas (excludes exhibit hall); equipment for the number of exhibit sets are subject to Facility's available inventory
- Waste removal services
- Electrical and other utilities
- Telecommunication, Internet, audio-visual services, and parking
- Additional fees may be assessed for any room set changes and air wall adjustments
- Exhibit Hall HVAC service during move-in / out may incur additional charges: HVAC service is generally not available while Exhibit Hall loading doors are open
- Equipment rental, labor, and food/beverage services are subject to a 22% admin fee, plus sales tax