



4100 North 84<sup>th</sup> Street Lincoln, Nebraska 68507  
402.441.6545 www.lancastereventcenter.org

## SPACE RENTAL AGREEMENT 2020

THIS AGREEMENT, entered into on **July 8, 2020** between the Lancaster County Agricultural Society, Lessor and:

**Lancaster County**  
**City/County Common Meeting**  
**Ann Ames, Deputy Chief Administrative Officer**  
**555 S. 10<sup>th</sup> Street, Suite110**  
**Lincoln, NE 68508**  
**Phone: 402.441.7496**  
**Email: AAmes@lancaster.ne.gov**

Lessee,

For the purposes of this Agreement and Rules and Regulations making up this Agreement, the term "Lancaster Event Center" shall mean the Lancaster County Agricultural Society, Inc. Any reference to the "Lancaster Event Center" shall include the adjacent grounds making up the Lancaster County Fairgrounds, Lincoln, Nebraska.

THAT WHEREAS, the Lessee has agreed to lease from Lessor, and Lessor has agreed to lease to Lessee certain rights, privileges and space within and adjacent to the Lancaster Event Center, Lincoln, Nebraska, during the term: **July 13, 2020** for the purpose of the **City/County Common Meeting** plus move-in commencing on and not before **12 noon July 13, 2020** unless specific arrangements are made with the Lancaster Event Center and move out prior to **3:00pm July 13, 2020**.

IT IS THEREFORE AGREED between the parties that Lessor has leased unto Lessee the following privileges and/or facilities:

*Lancaster County*  
*City/County Common Meeting 2020*

Initials: \_\_\_\_\_ 1



Lessee advise on items highlighted orange  
 Key deadlines highlighted yellow  
 Event specific items highlighted blue

## Lancaster County City/County Common Meeting 2020

<b>Federal Tax ID:</b>	<b>Sales Tax Exempt: Yes or No</b> (if tax exempt, please provide LEC an updated Form 13)
<b>Nebraska State Sales Tax ID:</b>	<b>Non-Profit Certificate on File? Yes or No</b>

**Event pricing based on:**  
**COLUMN B in Rental Price List provided** (pricing does not include taxes, if applicable, or unless otherwise stated)

Event ID	17435
Invoicing Privileges	Ann Ames
Setup Days	Monday, July 13, 12:00 noon – 12:30 pm
Show Days	Monday, July 13, 12:30 – 2:30pm
Tear Down Days	Monday, July 13, 2:30pm – 3:00pm
Attendees	Guest seating max capacity is 384; total event capacity is 397
Vendors	None
Cafe/Catering	None
Keys	None

**SPACES RESERVED with RENTAL FEES as of December 1<sup>st</sup>, 2019**

LOCATION	Qty.	SETUP/ TEAR DOWN (per day)	Qty.	SHOW DAY (per day)	TOTAL
<b>Lincoln Room</b> with up to 65 tables, 520 chairs		\$905	1	\$1,809 Less 50% Local Gov't Discount	<b>\$1,809 value</b> Normally \$905
(Contract Rental Value) TOTAL				<b>No Charge</b> Community event donation from Lancaster County Ag Society	
<b>Security Deposit required to hold space is due when signed contract returned.</b>				<b>No Charge</b>	

**Future Show Dates Requested: None**

**OTHER SERVICES REQUESTED TO DATE**

See General Rules and Regulations and price list for other requirements and available services.

**AUDIO/VISUAL**

Built-in sound system & one cordless microphone included in each building	1	No Charge	N/C
One two-way radio provided per show building at N/C to contact LEC staff	1	\$25/radio	N/C
Additional two-way radios		\$25/radio	

**SETUP/TEARDOWN SUPPORT**

**COVID-19:** Lessee to ensure latest guidelines by local/state/CDC for COVID-19 are being followed including 6’ physical distancing, use of masks, disinfecting of every touch surface between each person.

Promoters/Event Staff must check in at Business Office located north of the Lincoln Room upon arrival and before any setup can begin or items/vehicles/trailers can be left in parking lots.

Lessee to take pictures and advise LEC Operations Manager of facility and grounds damages noted upon move-in including doors, ceiling, carpet, fencing, etc. to ensure LEC aware of pre-existing damages and to ensure appropriate invoicing of repair costs.

**Lincoln Room**

Tables – Banquet – up to 10	TBD	\$10.00/table	NC Included in building rent
Chairs – Red padded – up to 397	TBD	\$2.00/chair	NC Included in building rent

**FLOORING**

Lessee to communicate and enforce with all Guests/Vendors/Exhibitors:  
**LEC is proud of its CARPETED** (MPA, Pavilion 4, Business Center) **and POLISHED FLOORS** (Lincoln Room, Lancaster Room & Business Center).

- Please help us keep the polished floors nice by NOT dragging metal across floors and cleaning up spills immediately. If you see a scratch or stain in your booth’s floor upon arrival, notify LEC or show staff ASAP to take a picture or you may be charged.
- Carpet damages will be charged at LEC replacement cost for carpet that has to be replaced due to permanent stain, cut/rip caused by equipment/vendors. LEC is happy to provide on Lessee’s request small pieces of cardboard or plywood to put under leaks, sharp equipment, hitches, etc.
- If you see a scratch, rip, or stain in your booth’s floor upon arrival, notify LEC or show staff ASAP to take a picture or you may be charged.

Thanks for your help keeping non-profit LEC in great shape for all!”

**ELECTRICAL**

Events with 1-2 Show Days	Qty	Ordered 7 calendar days or more prior to first setup day	Qty	Less than 7 calendar days’ notice before first setup day	Total
120 Volt Electrical Outlets <i>(per connection to LEC outlet or drop)</i>	2	\$25/connection/show day		\$50/connection show day	NC \$50 value
208 Volt Electrical Outlets <i>(per connection to LEC outlet or drop)</i>		\$50/connection/show day		\$100/connection/show day	
Power Strips				TBD	\$10/each
Extension Cords				TBD	\$10/each
Carpet Runners (mandatory for any cords across traffic areas)				TBD	\$10/each

**NOTE:** \$50 for each extension cord/power strip not returned to LEC will be reflected on final invoice.

**PARKING**

**Event parking to be in Lot(s) A**

Lancaster Event Center is happy to provide reserved “Permit” parking as needed for show. Requests for parking permits for show staff and/or handicapped exhibitors are needed no less than <b>one week in advance</b> of show.	Permits Needed:	Permit Location(s):
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**NOTE:** Lancaster Event Center parking regulations comply with state fire codes for guest safety. Events that do not support LEC in communicating parking regulations before, during and after event will be assessed \$250 on final invoice and mandatory parking attendants may be added to future contracts and invoices.

SECURITY			
2 LEC Door Monitors, 11:30am – 3:30pm, July 13	8	\$28/hr/guard	\$224
PROMOTION			
Lessee is required to use new LEC logo and to designate the main entrance building and/or room rental for their event (e.g. Exhibit Hall, Lincoln Room, Multi-Purpose Arena, Pavilion 1, 2, 3, or 4; Exhibit Hall Meetings Room A or B, etc.) on promotional material and advertising to aid visitor traffic flow/parking.			
Lessee to provide website link, Facebook link, and/or other event information no less than <b>one month in advance</b> in order for LEC to promote event.			
Outdoor Electronic Sign ( <i>week of show provided N/C</i> )		\$250/non-show week	
SPONSOR SIGNAGE			
Lessee must get written permission from LEC Managing Director before placing any signs outside on LEC property.			
Removal of signs left behind on LEC property will be charged at a rate of \$50/laborer/hour.			
See Sponsor Signage rules below in General Rules & Regulations.			
CAFES & CATERING – No food or beverage services at this event			
INTERNET SERVICES			
Wireless Internet provided by LEC -- NO outside wireless internet vendors permitted. <b>Two (2) connections will be provided at no charge</b> for show staff/show office use per show building rented. Lessee may not share this log-in information with guests/visitors.			
Hardline pre-installed connections inside show offices are charged to Lessee if in use. See General Rules and Regulations for more details on Wireless Internet Services.			
<b>Internet Hardline Connection</b>	\$125	<b>Dedicated hardline internet connection</b> - Hardlines can be helpful if the success of your booth hinges on “always-on” access to the internet at high speeds. Hardlines are now available to most booths in Pavilions 1 & 2 and may be ordered online in advance. For other buildings, contact LEC Digital Services Manager Jason Rief at 402.441.1819 or email <a href="mailto:jrief@LancasterEventCenter.org">jrief@LancasterEventCenter.org</a>	
WIRELESS INTERNET			
Lancaster Event Center is proud to offer a state-of-the-art high-speed wireless with easy-to-connect self-service connections. This <b>Guest Services Internet</b> will be available not only in all buildings but throughout most of the event areas outside on the grounds including the campground. Designed for individual visitors and home-based business exhibitors, this network name usually will be “LEC_Guest” and guests may choose level of service and pay by credit card when connected to this wireless network on their device upon arrival at the Lancaster Event Center. <b>NOTE:</b> Once a device connects to the wireless system you will have 24 hours access of internet from the time you log in & the internet connection cannot be transferred to another device.			
<b>Basic Internet</b>	\$1.95	For 1 device with up to 2 Mbps for 24 hours service from time of purchase. Basic access for email & internet surfing without large images or video. Separate purchase required for each device.	
<b>Standard Internet</b>	\$2.95	For 1 device with up to 10 Mbps for 24 hours service from time of purchase. Better speed for emails and internet surfing with videos and images. Separate purchase required for each device.	
<b>Premium Internet</b>	\$4.95	BEST VALUE! Premium speed for 1 device with up to 50 Mbps for 24 hours access. Best speed and recommended for cash register, live streaming videos, TV, & playing games. Separate purchase required for each device.	
CLEANING			
<b>COVID – 19:</b> Additional cleaning costs may be invoiced to Lessee to offset disinfecting for COVID-19. These costs will be calculated based on attendance and stall usage.			
All trash to be placed in trash cans and all cardboard to be flattened and placed next to trash cans by end of event.			

Any additional LEC Labor will be charged \$50/hour/laborer if requested or needed for extraordinary cleanup or damages incurred during or after show.	
<b>GARBAGE RECYCLING</b>	
Due to a City of Lincoln ordinance effective April 1, 2018, all LEC show promoters will be required to work with their exhibitors/suppliers/guests to ensure all cardboard from shows is flattened and recycled in designated containers/areas provided. LEC will work with each show promoter on a cardboard recycling plan that works best for their show.	
<b>Cardboard Recycling (for shows that generate half bale or greater of cardboard)</b>	<b>\$100/bale</b>
LEC also encourages all events with signage to help communicate that shavings bags, glass, cans, plastic bottles are to be recycled in designated containers/areas to help reduce garbage pickup costs so LEC can have the resources to maintain the facility for future guests.	
<b>FACILITY IMPROVEMENT USER FEES – waived for this no charge community event</b>	
LEC is a non-profit, unsubsidized public event facility that strives to maintain affordable rental and service fees. In order to fund ongoing improvements requested and expected by users, as of Dec. 1, 2018 for existing shows LEC is requiring Lessees of our facility to collect the applicable facility improvement user fees explained below. It is the responsibility of Lessee to collect these fees from users of the facility or to pay fee themselves if they prefer. User Fees payable on final invoice to LEC due on last day of show. LEC will pay applicable sales taxes on these fees.	
LEC encourages Lessee to communicate the “LEC Facility Improvement Fee” so users know they are contributing to the ongoing improvement of the LEC. Lessee may choose to add the “LEC Facility Improvement User Fee” on top of their ticket price/vendor fees or to integrate into their ticket price/vendor fees as is beneficial to their show operations.	
Examples of facility improvements that will be funded by these fees over time: lighting improvements, parking lot repair/stripping, fixing building damages caused by unknown parties, maintaining/upgrading good building ventilation, acquiring equipment to enable faster/better show service & high quality/fast food & beverage service. LEC will communicate ongoing improvements at major facility gathering points as projects are completed.	
<b>Vendor Display Space User Fee – does not apply to this event</b>	
\$5 per 10x10' equivalent vendor display space rented inside or outside (based on final booth map and verified by LEC Ops Manager after setup). It is up to the discretion of Lessee to distribute this fee across their different booth sizes as long as equivalent of \$5 per 10x10' booth is collected. NOTE: Does not apply to entertainment areas/contractors unless they are charging additional fee/ticket to the public. Free entertainment areas that sell merchandise/animal feed are exempt from this user fee.	
Fee capped at 5% of vendor's rental cost. Lessee/show promoter to advise LEC if they are selling booth space for less than \$100 per 10x10' space so user fee can be adjusted accordingly.	
NOTE: This fee is in addition to any applicable LEC Outside Vendor Fee that applies for services that compete with LEC Services & must be pre-approved by LEC in writing. e.g. food vendors, shavings, rubber mats.	
LEC reserves right to audit vendor booth sales with Lessee's records if no vendor map is provided to LEC. If this audit occurs or if Lessee asks for exception to this user fee based on rental pricing, Lessor (LEC) commits to keeping rental price information provided private.	
<b>Spectator/Consumer Shows User Fee – does not apply to this event</b> (applies if not using LEC eTix ticketing service which is required for all reserved seating shows)	
25 cents per person	\$0*-10 ticket/entry fee including parking fee & free entry
50 cents per person	\$10.01-\$20 ticket/entry fee including parking fee
75 cents per person	\$20.01-\$30 ticket/entry fee including parking fee
2.5% per person (rounded up to nearest 25 cents)	Over \$30 ticket/entry fee including parking fee
*If show is free to public with estimated public attendance 2,500 or more, Lessee required to cover cost of this user fee based on estimated attendance with growth factor annually to be calculated from LEC cafe sales.	
Following shows are exempt from Spectator/Consumer Shows User Fee: free shows with less than 2,500 attendance, Lancaster County-based non-profit fundraisers, and Lancaster County-based government events.	

Lessee is not required to collect this user fee for contestants, vendor display staff members or show staff required to run show.

LEC reserves the right to audit ticket sales with Lessee's records required for sales tax reporting to confirm ticket sales numbers for user fee calculation. Lessor (LEC) commits to keeping Lessee's spectator ticket sales attendance and revenue information private.

**ADDITIONAL LEC REGULATIONS & TERMS**

Lessee agrees to assist Lancaster Event Center in keeping Guests/Exhibitors in compliance with parking, fire, food, and alcohol regulations before and during the show.

Golf Carts and Personal Utility Vehicles driven by Lessee or Lessee's show attendees are not allowed without a signed LEC Utility Vehicles Rules & Liability Waiver Form from each driver.

Outside rental of vendor's golf carts, utility vehicles not allowed without written permission from Managing Director, as special insurance required.

Building Temperatures: LEC attempts to maintain a comfortable temperature environment throughout the facility as much as possible given specific requirements of each event and given our multi-purpose, outdoor-friendly building design e.g. radiant heat around exterior perimeter of buildings used to house animal shows much of the year and some buildings do not have air conditioning. In addition, certain areas of the facility may not keep as comfortable of a temperature due to the particular location one may be at in the facility (e.g. exhibitor booths that happen to be next to radiant heaters, breezeways, entrances, exits, garage doors, etc.). Lessee is asked to inform their exhibitors, vendors and visitors to expect that temperatures cannot be as climate-controlled as their home or an office building and that they should bring a jacket during cold times of year, dress in layers and/or vary clothing accordingly as they may be located in hotter or colder areas of buildings.

**See Other Services Price List provided for additional requests.**

*Lancaster Event Center*  
**GENERAL RULES AND REGULATIONS**  
**effective December 1, 2014 (updated March 11, 2019)**

The Lancaster Event Center is dedicated to providing an exciting and memorable guest experience while ensuring the safety and security of all guests. The following guide provides regulations and rules for all exhibitors and lessors attending any Lancaster Event Center event.

**BASE RENTAL SERVICES INCLUDE:**

Base rental fee provides only: basic reserved facility and event/show office at location, floor space, normal utilities including house lighting, ventilation, heat or air conditioning, as appropriate for the event, and restrooms and ordinary maintenance including cleaning of restrooms, removal of garbage, vacuuming and sweeping of floors, one wireless microphone per location, labor and equipment, including tables, chairs, tabletop or freestanding podium for the initial setup, based on availability, sufficient stage risers, based upon availability. NO SUBLETTING OF ANY BUILDING SHALL BE ALLOWED. The Lancaster Event Center SHALL NOT BE RESPONSIBLE for any item left in any building or surrounding grounds after the doors have been locked. **Rental of facility and fees shall be negotiated each year.** Notwithstanding anything in this paragraph to the contrary, Lessee may assign booth space to individual vendors who will sell merchandise except for outside food & beverages as specified below. Lessee may collect an exhibitor's fee from vendors for the event.

**BASE RENTAL SERVICE DOES NOT INCLUDE:**

Event security, event medical/first aid service, decoration and related services, storage of any exhibit/event related materials, special lighting, labor charges for additional services not specified in the contract, electrical outlets not specified in the contract, communication services such as telephone, fax, or data transmissions, Fire Marshal, labor and equipment to reset the room not specified in the contract.

**DEPOSIT SCHEDULES**

RESERVATION/DAMAGE/KEY DEPOSIT: A security deposit of minimum of 5% of the base facility rental value, unless otherwise specified, is required and shall be paid within thirty (30) days of receipt of contract in order to hold the date you have requested, unless otherwise specified. If the security deposit is not received within thirty (30) days, this Agreement shall be null and void. The security deposit shall be applied to the invoice at the time of billing or a check will be issued to the Lessee after the event, even if the security deposit was originally paid with cash. Checks are issued for accounting tracking purposes. In the event of cancellation, the security deposit is forfeited. The security deposit may also be used by the Lancaster Event Center, in its sole and absolute discretion, to secure the payment of or the performance of any of the following agreements by the Lessee:

- (a) The payment of the cost of repair of any damage caused by Lessee to the Lancaster Event Center or its equipment;
- (b) To pay any unpaid rent
- (c) To pay any other costs or charges, which the Lessee has agreed to pay under this agreement;
- (d) To pay any other costs, which are reasonable or necessary, upon the termination of this agreement;
- (e) To return the Lancaster Event Center to the condition it was on the date of commencement of this Agreement (ordinary wear and tear not included).

If Lessee fails to pay or perform any of the Lessee's obligations under this Agreement, any part or all of the security deposit may be used by the Lancaster Event Center.

#### **PUBLIC LIABILITY INSURANCE**

**A Certificate of Insurance naming Lancaster County Agricultural Society dba Lancaster Event Center is required** as outlined below and must be received in the Lancaster Event Center Main Office **60 days prior to commencement of the event.**

Lessee agrees to carry **Commercial General Liability insurance, including Premises/Operations and Products/Completed Operations coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and/or property damage, unless otherwise specified by LEC. In addition, a \$1,000,000 Umbrella Liability policy, unless otherwise specified by LEC, over the base Commercial General Liability coverage is required for the following events/renters: Bull Riding, Barrel Races, Rodeos, Equine events of any type, Cattle Shows of any type, Mud Runs, and Rental to Motor Sports Events of any type. In addition, for any type of motor sports event, Lessee is required to have to have \$1,000,000 in participant legal liability and \$50,000 in participant accident insurance.** Said insurance shall be with an insurance carrier acceptable to the Lessor (A M Best and rating of A+ or better) and shall name the Lessor as an additional insured.

**For events run by individual families or individuals, evidence of Homeowners Liability coverage minimum of \$1,000,000 as part of a Homeowner's policy is required.**

Proof of such insurance shall be provided in writing to the Lessor, at its Administration Office at Lancaster Event Center, Lincoln, Nebraska. Said insurance shall be in full force and effect at all times when Lessee is making any use or occupying in any manner the Lancaster Event Center or carrying on any activities associated with or incidental to the use of the Lancaster Event Center.

If you need assistance with insurance, you may contact the Lancaster Event Center's insurance provider to get a very reasonably-priced policy for your event. Contact UNICO Insurance, Jenny Zoucha or Marci Elam, 4435 O Street, Lincoln NE 68510 at phone 402.434.7200 or 800-755-0048 or fax 402-434-7272. Jenny Zoucha may be reached at jzoucha@unicogroup.com or 402.434.7232. Marci Elam may be reached at melam@unicogroup.com or 402.434.7237.

#### **LESSOR'S RIGHT TO CONTACT VISITORS ON GROUNDS**

Lessor reserves right to sample, survey and/or count all types of visitors to events held at the Lancaster Event Center by LEC staff or outside contracted firm, e.g. UNL Bureau of Business Research to help measure the economic impact of the public LEC operations. Lessor will make a good faith effort to notify Lessee in advance of survey operations if being conducted by outside firm, and in any case, the questions on survey operations can be directed to the LEC Operations Manager on site and/or to LEC Managing Director via cell phone. Lessee acknowledges that the Lancaster Event Center fairgrounds is a non-profit, unsubsidized public facility and supports the Lessor's right to solicit sponsorships and participation in other activities of the Lancaster Event Center and Lancaster County Super Fair of visitors and vendors while on the grounds of the Lancaster Event Center in support of helping maintain and improve the facility for the Lessee's and public's ongoing use. Lessor will make every attempt to make this contact in a way to not disrupt operations for particular visitors and for the Lessee's overall event. Lessee may choose to provide show participant counts and contact lists to Lessor in support of these information gathering efforts and lessen impact on their event.

#### **GOVERNING LAW**

This rental agreement shall be construed, governed and enforced in accordance with the laws of the State of Nebraska. For any dispute arising out of this rental agreement the parties hereby stipulate and agree

that any judicial proceedings relating to the rental agreement shall be limited to courts of competent jurisdiction in Lancaster County, Nebraska.

#### **STATE AND LOCAL LAWS**

Lessee is required to be aware of and compliant of local and state laws including fire safety, alcohol consumption, traffic rules and tax laws. **For more information on sales tax that applies to events, please see information guides for "Sales at Special Events" at [www.revenue.ne.gov](http://www.revenue.ne.gov) or contact the Nebraska Department of Revenue at 402-471-5870.** Note that non-profits are not entirely exempt from these tax rules.

#### **DIRECTIONS**

Our physical location is 4100 N. 84<sup>th</sup> St., Lincoln, NE 68507. We are located off Exit 409 from Interstate 80.

#### **PARKING**

Ample, free parking is available throughout the grounds on asphalt, gravel and grass lots. There are some designated no parking areas clearly marked on the grounds. Violation of the posted "No Parking" signs shall subject vehicle to towing and impoundment. **Lessee is required to help communicate and enforce the parking regulations with their vendors and visitors.**

#### **CAMPING**

Overnight camping fees are not included in the rental fee for these facilities. Overnight camping fees are per camp site per night with electricity of 30 amp or 50 amp, with 200 sites on rock. Water is available at the dump station nearby. Maximum 3' fire in enclosed fire pit provided by camper and attended by a responsible adult at all times, is allowed.

#### **SMOKING POLICY**

In compliance with local and state laws, the Lancaster Event Center is a smoke-free facility.

#### **SECURITY**

Lessee is required to use Lancaster Event Center security personnel for events with 500 or more people or when liquor is served or at the discretion of lessor. See services price list for more details. No outside security personnel of any kind may operate on the Lancaster Event Center property without written approval from the Lancaster Event Center Managing Director.

#### **MEDICAL SERVICES**

Lessee may be required to use on-site, on-call ambulance services when their event warrants it such as rodeos, runs, high number of attendees, etc. Contact Lancaster Event Center to call for a quote and arrange for these services for your event.

#### **ATM LOCATIONS**

For your convenience, there are automated teller machines (ATMs) located throughout the buildings.

## **ELECTRONIC SIGN ADVERTISING**

Promotion on the outdoor electronic sign is provided at no cost starting on the Monday of event show week. If event falls on Saturday or Sunday, the event will be advertised on the prior Monday. If event falls on Monday, the event will only be advertised on event day. Please contact Lancaster Event Center for more information.

## **SIGNAGE**

If Lessee wishes to advertise their events with lighted mobile signs, the vendor is Lessee's choice but the signage plan must be approved in writing by the Lancaster Event Center Managing Director no later than 30 days before they are installed. Signs may not be posted at any entrance gate to the Lancaster Event Center. No rented signs may be placed for an event, more than 7 days prior to a scheduled event. Signs may be posted at rented buildings if they do not interfere with traffic flow or pedestrian safety. Preferred locations at building entrances or main intersections must be reserved for the next nearest event. Events more than one weekend in the future, must take secondary sign locations, until preferred location is available. Other locations may be allowed with permission from the Lancaster Event Center management.

## **BANNERS AND SIGNS**

The Lancaster Event Center has year-round relationships with sponsors that may include a permanent vendor location, permanent banner signage, and/or display equipment and/or material. Sponsors are added on a continual basis throughout the year. No Lancaster Event Center sponsor display material, banner or equipment may be removed for any reason. If any item is removed, there shall be a \$250 fee for replacement of said item.

Banners and signs may only be hung with Lancaster Event Center approval in designated areas. No tape of any kind may be used on any painted surface other than 3M Command Strip or blue painter's masking tape. Removal of signs left behind, tape or other fasteners left behind, or damaging LEC buildings will be charged at rate of \$50/hour/laborer to correct.

Banners and signs must not be obscene or cause any disturbance with other fans or equipment. Signs cannot interfere or block other guests from viewing events or with fire safety equipment / exits. The Lancaster Event Center reserves the right to remove any banner or sign without exception. No media advertising signs or remotes permitted without Lancaster Event Center approval.

No temporary signs advertising the event are allowed on Lancaster Event Center property along 84<sup>th</sup> Street or Havelock Ave. Lancaster Event Center requests that the Lessee include building(s) name and location in all advertising in order to direct attendees to the correct building location at the Event Center. If Lessee requires additional signage, signage services will be offered that fit your needs that are consistent with local laws.

## **SPONSOR SIGNAGE**

Lessee has permission to place sponsor signage & signed vehicles in rented building spaces only e.g. booths, not in general use spaces such as lobbies, cafes, restrooms, parking lots, nor on LEC equipment such as the Kiser. For animal shows, Lessee may use the arena wall fence and chutes as long as in-place LEC signage is not removed or covered up. All existing LEC sponsor signage (banners, digital signs etc.) may not be covered up or removed during events as these are key marketing agreements that allow LEC to keep the rents as low as possible for our shows. If you or your exhibitors are interested in advertising in the parking lots, on the street sign, on the outdoor fences, on building walls, on the LEC web site or social media etc., please contact our Sponsorship Coordinator at 402.441.6545 as much in advance as possible.

## **TWO-WAY RADIOS**

The show receives one (1) two-way radio at no charge to communicate requests to the LEC staff on duty. Rental of additional two-way radios may be available per services price list.

## **WIRELESS INTERNET**

Wireless Internet service is provided exclusively by the Lancaster Event Center with a new high-speed system with many times more connections installed as of June 2015. Lessee will be provided up to two connections per show office at no charge. Lessee, exhibitors, vendors, and visitors can purchase Internet connections at fair market rates upon connection based on the length of time, number of device connections and speed of service they choose. For large trade shows with commercial business exhibitors, the internet may be locked in relevant buildings to provide a higher number and speed of connections for these exhibitors and a Tradeshow pricing for internet will be in effect. See price list for latest pricing on guest and exhibitor levels of internet service. **No outside wireless providers are permitted at the Lancaster Event Center.** For special internet connection needs, contact LEC Operations Manager no later than 30 days in advance of your show.

## **OUTSIDE VENDING/SOLICITATION**

The distribution of promotional items, handbills, flyers, pamphlets, printed material as well as solicitation of signatures without written authorization from the Lancaster Event Center's Managing Director is strictly prohibited. The selling or sampling of merchandise, services, food, beverages, tickets or other items on the property without written authorization from the Lancaster Event Center's Managing Director is strictly prohibited. Please contact the Managing Director to inquire about the Outside Vendor Fee and pricing.

## **ALCOHOLIC BEVERAGE POLICY**

No alcohol may be brought into the Lancaster Event Center. All persons must be age 21 or older and provide legal identification to purchase alcoholic beverages. Management has the right to refuse service at any time. Alcohol sales can be terminated at any time at the discretion of Lancaster Event Center management. By Nebraska State Law it is unlawful to consume alcoholic beverages at the Lancaster Event Center or adjacent grounds, except when purchased in a licensed location at the Lancaster Event Center. Any violation of the Alcoholic Beverage Policy will result in a minimum \$250 fine to the persons responsible.

## **INTOXICATED GUESTS**

The Lancaster Event Center reserves the right to deny entry to intoxicated guests. Any intoxicated guests causing a disturbance during an event will be asked to leave the facility.

## **OUTSIDE FOOD VENDORS**

Outside food vendors are allowed with prior written approval and pricing from Lancaster Event Center's Managing Director and payment of Outside Food Vendor Fee. Contact the Lancaster Event Center Food & Beverage Manager no less than 30 days in advance of the event to request a price quote based on outside food vendor, size of event, and other services required for the outside food vendor (i.e. electrical, water, internet, etc.).

## **FOOD AND BEVERAGE CAFES**

The Lancaster Event Center Catering and Cafes shall be the exclusive provider of food and beverage service in all facilities and the surrounding property, and shall retain all revenues received. Food and beverage service includes, but is not limited to, the sale of beverages (alcohol and otherwise), and food

items. The Lancaster Event Center Cafes offer a full range of menu choices from the traditional hot dogs and nachos to the palette-pleasing gourmet pizza and steak sandwiches and much more. Please note that outside food and beverages may not be brought into the Lancaster Event Center by any individual, including attendees, participants, exhibitors, employees, subcontractors, or representatives of Lessee, without written permission from Lancaster Event Center management. Lessee will not be allowed to sell, give away, or distribute samples of any food or beverage items without written permission from Lancaster Event Center management.

Lancaster Event Center asks that promoter add the following rules to their contract/participant information: "No outside food or beverages can be brought to the Lancaster Event Center including coolers and deliveries of prepared food from outside food establishments. Alcoholic beverages can only be consumed when sold by the Lancaster Event Center in designated areas. No sales or sampling of food products from vendor booths without prior approval from Lancaster Event Center."

Any vendors giving samples of their (homemade or purchased) food product must have a level IV food handlers permit and/or catering permit on file at the Lancaster Event Center and a signed agreement and/or statement agreeing that it shall be small sample ONLY with one sample per customer and said statement on file at Lancaster Event Center. All arrangements shall be agreed upon not less than 30 days PRIOR to show. If agreements not on file, Lancaster Event Center reserved the right of refusal.

Please also note alcoholic beverages may not be taken out of the Lancaster Event Center. Lancaster Event Center shall furnish all food and liquor cafes at its customary charges and fees, and reserves the right to close food/beverage service at its discretion.

Contact the LEC Food & Beverage Manager for your cafes, catering and banquet to customize our food service to your needs with a specific quote to be finalized no later than 30 days prior to your event. Any special ordering of meals requested will be charged at a per person rate to be determined and agreed upon through LEC Food & Beverage Manager.

### **ELECTRICAL HOOKUPS**

ALL ELECTRICAL CONNECTIONS MUST BE MADE BY LANCASTER EVENT CENTER ELECTRICIAN and will be charged based on when ordered.

Power strips are preferred. Any type of multiple plugs, such as twin sockets or cube tap must comply with UL listed regulations. Any type of multiple plugs, such as twin sockets, cube tape and etc. will not be permitted. Any such connections found in booth will, out of necessity, be rewired by Lancaster Event Center Electrician to conform to STATE FIRE MARSHALL REGULATIONS. Any electrical hookups found to not be compliant with fire code will be subject to a minimum \$250 fine on the Lessee's final invoice plus cost to repair to fire code and UL standards at rate of \$95/hour with 1 hour minimum. Lancaster Event Center will not be responsible for any equipment hooked to electrical service.

Lessee to provide electrical layouts & requests no later than 5 business days in advance of first setup day. Lessee will communicate any additional requests directly to LEC Electrician. The Electrician will provide LEC with accounting of all hookups performed to LEC with copy to Lessee by the first day of the show to resolve any disputes and to be added to the final invoice.

### **NATURAL GAS HOOKUPS**

Lessee to provide a **booth list (booth number, vendor contact name/number/email) and map of gas hookups to the LEC no later than 25 business days in advance of first setup day** or be subject to a minimum \$250 rush fee. All natural gas hookups will be ordered and the required permits and inspections ordered by Lancaster Event Center to ensure safety of our guests and facility and compliance with local laws and building codes. **Displays with gas must have gas hookup location marked 48 hours**

**in advance of show opening** to allow time for hook up, testing and city inspection or be subject to a rush fee. Lancaster Event Center will not be responsible for any equipment hooked to natural gas service.

LEC has installed permanent gas connections in some buildings based on historical trade show needs. Contact LEC Operations Manager for these locations and to arrange hookup and City inspection that LEC will coordinate. See contract for latest pricing for hookup per booth, per connection and for connection valve is not provided by exhibitor. There may be additional charge if gas connection is requested in location other than those already permanently installed. Charges for gas hookups will be placed on Lessee final invoice, with copy of the billing given to Exhibitor and Show Office upon install during setup.

### **NATURAL GAS DISPLAYS**

Normally Fire Code prohibits open flames inside buildings. The Fire Marshall has made a limited exception for events with natural gas features being sold at the Lancaster Event Center such as Home Shows, trade shows, etc. where these natural gas features are key to driving sales and overall show experience. The following Fire Marshall restrictions will be strictly enforced by the Lancaster Event Center:

1. Flames are to be kept at a height of no more than six inches (6").
2. Flames are kept 3 feet or more away from all combustibles.
3. Any vendor with open flames in a display must have the appropriate fire extinguisher in their booth and be trained to use it.
4. A trained and responsible adult exhibitor staff member must be present in the booth while the flame is going at all times to ensure these restrictions are followed and no guests, including children, can get too near the flames. The Lancaster Event Center will be enforcing these rules strictly for the safety of the facility and all guests and reserves the right to ask for any open flame display to be removed immediately if not in compliance for any reason.

### **OUTSIDE EQUIPMENT**

Note: LEC to advise types of heaters permitted by Fire Marshall.

Use of **electrical heaters** are allowed if the heater has a 1,500-watt maximum. Using an extension cord to run electricity to heaters are not allowed and electrical heaters must be 3 feet away from combustibles (see heater's manual). Electrical heaters need to be turned off when unsupervised. Gas or propane heaters are NEVER allowed.

Use of **electrical equipment** of standard personal-use size (e.g. household-size fans, laptops, cell phones) will be allowed using existing building 110 outlets. However, use of family or commercial-size equipment drawing beyond personal use quantity of electricity will be potentially charged an additional electrical fee to the Lessee including use of turbo fans, Circuit II-type hair dryers, and refrigerators.

**Swamp or evaporative coolers ARE NOT ALLOWED AT ANY TIME.**

Use of **cooking equipment** such as microwaves, crockpots, grills, hotplates and smokers are not allowed at any time due to fire hazard unless exception granted in writing by the LEC Managing Director and Lessee enforces fire code in terms of cord handling and having fire extinguishers of certain size/type nearby.

**Open flame cooking** in the buildings is not allowed under any circumstances. **Propane tanks** are not allowed in the buildings without written permission of the LEC Managing Director and in that case must still be limited to 5-pound containers 20 feet away from any other propane container, per Fire Marshall.

**Smoke and/or Vapor machines** are not allowed at any time as they interfere with fire alarm system.

Lancaster Event Center will not be responsible for any personal equipment used at our facility.

## **EQUIPMENT RENTAL**

All equipment will be operated and setup by Lancaster Event Center operations personnel unless otherwise approved by the LEC Managing Director in writing. Tables, chairs, risers, etc., in excess of rental agreement will be made available at applicable rates up to available inventory. See services list for latest pricing.

Lessee may work with decorator of their choice or **LEC recommended decorator AAA Rents** offering special rates for LEC customers. Contact **Becky Boehm with AAA Rents** at 402.467.4151 or [www.aaarentsevents.com](http://www.aaarentsevents.com) for pipe & drape, chairs, tables, easels etc. as desired.

Lessee may work with equipment dealer of their choice or **LEC recommended equipment dealer Riekes Equipment** specializing in fork lifts and scissor lifts offering special rates for LEC customers. Contract **Brian Zimmerman with Riekes Equipment** at 402.639.3197 or [bjzimmerman@riekesequipment.com](mailto:bjzimmerman@riekesequipment.com) for your equipment needs.

Lessee to notify LEC of setup and tear down times for any outside equipment rental on work orders for each space where applicable.

## **PUBLIC ADDRESS SYSTEM**

The following locations have dedicated wireless microphones which are labeled on the microphone:

- Lincoln Room (2)
- Multi-Purpose Arena (2)
- Pavilion 1 (2)
- Pavilion 2 (1)
- Pavilion 3 (2)
- Pavilion 4 (Amy's Arena) (2)

Wireless microphones are to be checked out in the Lancaster Event Center Administration Office and checked back in at the conclusion of the event. If any microphones are not checked in at the conclusion of the event, a replacement fee of cost + 10% handling shall be charged to the Lessee.

## **STALLS**

Standard rental of stalls shall be charged on the fee schedule in the latest services price list. Counting of stalls will be taken by LEC Staff and reported to the show office each morning. (Forms for signatures of count agreements will be provided by LEC Staff.) Early and late stalls will be charged at an agreed rate between Lessor & Lessee and will be collected by Lessee unless otherwise agreed upon in the show contract.

## **SHAVINGS**

Shows are encouraged to use LEC's pre-pay and pre-bed service for faster check-in experience by getting shavings orders with payment and stall maps to LEC no later than 2 weeks before your show. You may have your exhibitors reserve and pay for their shavings (and camping, disinfectant etc.) directly with LEC by calling us at 402.441.6545 or emailing us at [sales@lancastereventcenter.org](mailto:sales@lancastereventcenter.org). Online ordering available at [lancastereventcenter.org](http://lancastereventcenter.org).

Lessee is required to communicate to their exhibitors: "LEC shavings service includes disinfecting of each stall, delivery to your stall and post-show soiled shavings removal. No outside shavings are allowed. If outside shavings or other bedding materials other than rubber mats are found in the daily stall counts, show manager will be charged an additional \$50.00 per stall."

*Lancaster County*

*City/County Common Meeting 2020*

Initials: \_\_\_\_\_ 14

## **FREIGHT OR SHIPMENT OF MATERIALS**

Lancaster Event Center will accept any non-perishable, non-hazardous materials, equipment or freight sent to the facilities, only if such delivery had been prearranged with the Front Office and the delivery is clearly marked to indicate the intended receiver and the name of the event as follows:

**Lancaster Event Center**

**Attention: Show Name / Booth (Number)**

**4100 N. 84<sup>th</sup> St.**

**Lincoln NE 68507**

**402.441.6545**

Lancaster Event Center will not accept C.O.D. Deliveries. All prearranged deliveries will be accepted in the Lancaster Event Center main office and will remain in that location or a secure bulk storage location of the Lancaster Event Center's choice. The Lancaster Event Center cannot be held accountable for the security of packages that have not been prearranged with the Front Office.

## **LOST AND FOUND**

During and after events, lost and found items are turned in and stored in our Main Office in the front of the Lincoln Room. Found items will be stored for 10 days following an event. The Lancaster Event Center is not responsible for any lost, stolen or misplaced items left in the building after the doors are locked and lights are turned off after the show.

## **ADDITIONAL REGULATIONS**

1. **LIABILITY** Lessor shall not be responsible for any damage to exhibits, merchandise, or concession caused by thefts, wind, hail, fire or water or any cause whatsoever. Lessee shall defend, indemnify, and hold harmless Lessor against any and all losses and expenses (including reasonable attorneys' fees), claims, costs, causes of action, damage to property, arising out of or in consequence of this agreement, but only to the extent such injuries or damages arise out of any act or omission of Lessee, including Lessee's officers, officials, employees, volunteers, agents, contractors, guests and invitees. Lessor shall defend, indemnify, and hold harmless Lessee, including Lessee's officers, officials, employees, volunteers, agents, contractors, guests, vendors and invitees against any and all losses and expenses (including reasonable attorneys' fees), claims, costs, causes of action, damage to property, arising out of or in consequence of this agreement, but only to the extent such injuries or damages arise out of any act or omission of Lessor, including Lessor's officers, officials, employees, volunteers, agents, contractors, guests and invitees.
2. **CONDUCT** Lessee agrees that the privileges hereby granted will be conducted according to the current edition of the Rules and Regulations of the Lancaster Event Center and the laws of the State of Nebraska and without infringement upon the rights and privileges of others, and Lessee shall not handle or sell any commodity or transact any other business whatsoever upon and within the Lancaster Event Center except that which is herein expressly stipulated and contracted for and will confine transactions to premises and privileges provided herein.
3. **RIGHTS** Neither this Agreement nor the privileges granted herein can be assigned or otherwise disposed of without the written consent of Lessor. No oral agreements not incorporated herein and no alternations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

4. GRASS No exhibits or vehicles shall be located or parked on the grass areas without written permission of Lessor.
5. INSPECTION Lessor, by its authorized agents and employees, shall have full unrestricted access to the Lancaster Event Center at all times to examine the condition thereof and to enforce any or all of the Rules and Regulations, but shall not exercise the right in a manner to interfere unreasonably with the business of the Lessee. Complimentary admission for any Lancaster County Agricultural Society Board Members or Lancaster Event Center employees is at the discretion of the show manager, without exception.
6. DAMAGES Lessee shall pay the Lessor full repair or replacement cost, at Lessor's option, for any and all damage caused by the Lessee to the Lancaster Event Center, and the Lessor's buildings, landscaping and improvements. Lessee will surrender the premises to the Lessor in as good condition of repair as when received, ordinary wear excepted. Lessee has examined the premises and knows the condition thereof and accepts in present condition.
7. FIRE SAFETY Lessee shall not block or interfere in any way with fire equipment and maintain 3' clearance around extinguishers, hoses, pull boxes, fire hydrants etc. A minimum 44" clearance path must be maintained in front and back of every people door and hallway for fire exit both inside and outside of buildings. Lessee, exhibitor or vendor equipment blocking access, including in livestock stall corridors, may be asked to be moved. All temporary extension cords, if allowed by Fire Marshall, must be taped down or covered with rug runners but these cords should not be in front of fire exits in any case or major people pathways. LEC has rug runners available for rent. Lessee shall comply with all other requirements and standards of the Fire Marshall's office. See Outside Equipment rules for additional fire safety rules.
8. REMOVAL RIGHTS Lessor reserves the right to remove any exhibits, cafes, signs, banners or advertising matter which may be deemed unsuitable or objectionable by Lessor.
9. PARKED VEHICLES INSIDE WITH GAS ENGINES Lessee must communicate and help enforce these Fire Marshall rules & regulations for all vehicles parked inside the buildings: 1. Vendor vehicles are only allowed temporarily in buildings for a short time to actively load and unload during setup and tear down when not open to general public or 2. Display vehicles must have one battery cable disconnected with end taped, gas cap locked and sealed with tape, and no more than ½ tank or 10 gallons of gas (whichever is less). Trailers without gas engine may be displayed with battery connected to run lights. All fueling must occur outside the building. Vehicles cannot be moved during the show, only during setup/tear down when not open to the general public.
10. CHANGES Lessor reserves the right to change Lessee's location or dates, or cancel an event, if Lessor requires the rental facility on the corresponding date or dates.
11. HORSE SHOWS: Pursuant to Nebraska Revised Statute Sections 25-21, 249, et seq.: **Warning – Under Nebraska Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to this act.**

**PAYMENT TERMS**

Minimum 5% of base space rental value, unless otherwise specified, due as security deposit due within 30 days of signing contract to confirm and hold space for your event.

Final full payment is due on the last day of the event. A monthly service charge of 1.33% (Annual Rate 16%) shall be applied to any balance unpaid one month after invoice date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Lincoln, Nebraska, the day and year first above written.

Lessee Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Lessor Signature: \_\_\_\_\_

Title: Managing Director

Organization: Lancaster Event Center

Date: \_\_\_\_\_

Please initial each page and sign last page and send original signed copy with deposit payable to:

**Lancaster Event Center**

4100 North 84<sup>th</sup> Street  
Lincoln, Nebraska 68507  
Phone: 402.441.6545  
Fax: 402.441.6046

If you prefer to pay by credit card with a 4% handling fee or have any questions, please contact us at our phone above or email [sales@lancastereventcenter.org](mailto:sales@lancastereventcenter.org).

Contract/Event ID: 17435

Handed On: \_\_\_\_\_

If signed contract is not returned within thirty days (30) days, contract shall be null and void.