

## **Centennial Hall Convention and Civic Center Policies**

Centennial Hall Convention and Civic Center (CH) is a multi-purpose facility owned and operated by the City and Borough of Juneau (CBJ); its primary purpose is promoting and facilitating events and activities which generate economic benefit to the City of Juneau.

CH has a secondary objective of providing services which support activities and enhance the quality of life of the Juneau community.

The City recognizes the intense competition between all convention facilities throughout Alaska for available conferences, conventions, trade shows, and a variety of other public events, and expresses confidence in the sales abilities of the Juneau Convention and Visitors Bureau to bring this highly desirable business to the City of Juneau. CH is designed for these events, and CH management allows a greater booking window to these reservations.

CH management employs these policies to optimize the use of this facility.

### **Scheduling Policies**

When booking CH, staff considers the following factors:

- projected economic impact to the City of Juneau
- total number of hotel rooms required during the event period
- projected revenue to the facility in terms of direct space rental, building services, and concessions
- potential for repeat booking

These factors result in four possible options:

**1. Conventions, Conferences, trade shows, etc.:** National and statewide association conventions, conferences, trade shows, corporate meetings, and similar activities that are normally not open to the public but generate significant economic impact for City and Borough of Juneau. Additionally, these events fit all the following criteria:

- require a minimum of 50 hotel sleeping rooms on the peak night OR a minimum of 150 room nights over the event period
- occupy a minimum of 12,000 square feet of CH meeting room or exhibit hall space
- have a Use Agreement in place and have paid the deposit.

CH management reserves the right to hold a tentative booking for these events and also reserves the right to offer equal opportunity to state or local conventions, trade shows or special events deemed appropriate to the overall objectives of the facility.

Scheduling commitments/reservations for these events may be made as far in advance as necessary and may supersede requests for other types of events and activities UNLESS a Use Agreement has been previously executed by CH management and the stipulated deposit has been paid.

**2. Option: Rentals greater than 12,000 square feet:** These events fit all the following criteria:

- occupy a minimum of 12,000 square feet of meeting room or exhibit hall space
- have a Use Agreement in place and have paid the deposit.
- for qualifying local non-profits, the local non-profit rate for facility rental applies. See "**4. Local Non-Profit**" below for the definition of "local non-profit."

Scheduling commitments/reservations may be made up to **twelve (12) months** in advance of the event and must execute a Use Agreement for facility rental and pay the deposit stipulated in the Use Agreement.

**3. Rentals less than 12,000 square feet:** These events fit all the following criteria:

- occupy less than 12,000 square feet of meeting room or exhibit hall space
- have a Use Agreement in place and have paid the deposit.
- local non-profit rental rates do not apply

Scheduling commitments/reservations for these events may be made up to **twelve (12) months** in advance of the event and must execute a Use Agreement for facility rental and pay the deposit stipulated in the Use Agreement. Local non-profits, may obtain a full commitment up to **twelve (12) months** in advance if they execute a Use Agreement for the full commercial rental rate and pay the deposit stipulated in the Use Agreement.

**4. Local Non-Profit Events Renting less than 12,000 square feet:** organized by local non-profit agencies/organizations and do not require travel from outside Juneau or booking of hotel sleeping rooms. Additionally, these events fit all of the following criteria:

- occupy less than 12,000 square feet of meeting room or exhibit hall space
- event organizers are listed on the CBJ's tax exempt list with a 501(c)(3) or 501(c)(4) exempt status
- event organizers expect to pay the local non-profit rate for space rental

Scheduling commitments/reservations for these events may be made up **eight (8) months** in advance. Organizers may execute a Use Agreement at the local non-profit rate for facility rental and must pay the deposit stipulated in the Use Agreement.

Subject to the preferences set forth above, CH management may exercise discretion regarding the execution, modification, or termination of scheduling commitments.

### **Rental Periods and Rates**

Centennial Hall's standard access hours are 6:00AM through 2:00AM the following day. If a tenant requires entry outside these hours, an additional fee will be assessed per hour for every hour, plus personnel costs at the current per hour pay rate.

#### Rental periods

- One to four (1-4) continuous hours: tenant's contracted entry/exit time, not necessarily the event beginning/end time. All materials must be removed at the end of the rental period.
- Five to nine (5-9) continuous hours: tenant's contracted entry/exit time, not necessarily the event beginning/end time. All materials must be removed at the end of the rental period.
- Nine or more continuous hours: tenant may leave materials overnight if the same tenant rents the room for the next day.

#### Rental rates

*Regular rate* applies to conventions, government agencies, and others not qualifying for the local nonprofit rate.

*Local nonprofit rate* applies to events sponsored by local nonprofit agencies registered with the CBJ and which have a 501 (c)(3) or 501 (c)(4) exemption. The agency's 3-digit, CBJ-assigned number must appear on the Use Agreement at the time of its creation.

A pre-arranged *late checkout* is subject to the next higher rental rate period, plus an additional hourly rate (see current rental rate schedule), and is subject to availability.

### **Holiday and Sunday Rentals**

On all City and Borough of Juneau recognized holidays and Sundays, rental will be at minimum one ballroom section for a 9-20 hour rental (all day rental) or per Centennial Hall Manager's discretion.

### **Equipment Rental Fees**

See Equipment Rental List provide by Centennial Hall for current rates.

#### Exterior Marquee

Clients of events at Centennial Hall may reserve the exterior marquee located at the corner of Egan Drive and Willoughby Avenue on a first come first serve basis. A rental fee per Equipment Rental List is required. Message will be put up one week before event and will be left up during event. No other exterior signage will be permitted on the building.

Payment is made by check, money order, cash, VISA or MasterCard credit cards, or by government purchase order. Tenants are advised to NOT send cash in the mail, and to note cancellation policies and tenant payment responsibilities.

### **Labor Charges**

Labor charges are billed out at current published labor rate with a one hour minimum. Labor charges are charged out for but not limited to lighting beyond 10 stage lights, use of a lighting diagram or lighting plot, complicated setups beyond a standard conference setup, hanging and lighting banners or posters, decorating and design elements, assisting in setting up and troubleshooting tenant's equipment, demonstrating use of sound and light boards to tenant, removal of helium balloons, assisting tenant's lighting, sound and video contractors, excess clean up including glitter, tape removal, adhesive decals, carpet cleaning, bathrooms, bodily fluids including vomit, blood, urine, etc., and excess garbage including pallets, cardboard boxes, crates, carpet scraps, etc.

### **Clean In/Clean Out**

At the time of move-in, the Centennial Hall Convention Center will provide clean and orderly exhibition hall floors, meeting rooms, ballrooms, loading docks and support areas. Tenant is required to return all contracted facility space to the same clean and orderly condition. You will be invoiced for any additional cleaning beyond the aforementioned criteria. In addition, you will be required and responsible for post-event cleaning that is necessary after the Use Agreement period expires.

### **Damage and Cleaning Deposit Fees**

Damage and cleaning deposits may be required for you event. Entire Ballroom rentals generally require a \$1,000 damage deposit. Full payment of the damage/cleaning deposit is due at the same time as the reservation deposit and signed Use Agreement.

### **Damage to the Facility**

Tenant is responsible for any damage caused by their staff, contractors, exhibitors, or attendees. A pre and post walk through of the rental areas can be mutually scheduled to verify the condition of the facility prior to your event. All damages, except for normal facility wear and tear, are the responsibility of the Tenant. All damage to facility property or equipment is to be reported immediately to Centennial Hall personnel.

### **Reservation Policy**

#### Event Submission Request

You can tentatively reserve an event date for up to 14 days by submitting an Event Submission Request online. Event Submission Requests do not represent a commitment for facility use by you

or Centennial Hall Convention Center. Event Submission Requests will be automatically canceled without notice to you after 14 days, unless you confirm your reservation. However, for Scheduling Policies 1. Conventions, Conferences, trade shows, etc. on page 1, CH management reserves the right to hold a tentative booking for these events and also reserves the right to offer equal opportunity to state or local conventions, trade shows or special events deemed appropriate to the overall objectives of the facility.

#### Confirmed Reservation

A confirmed reservation may be made at any time, and will be considered finalized upon Centennial Hall's receipt of your signed and dated Use Agreement and deposit. Centennial Hall will allow a short period of time between your request for a Confirmed Reservation and the submission of your Use Agreement and deposit, generally 48 hours from the date of confirmation. Failure to submit to Centennial Hall a completed Use Agreement and deposit by the date specified will result in your reservation being canceled without notice.

#### **Reservation Deposit**

A Reservation Deposit fee is due with the return of signed Use Agreement on or before the due date indicated on the Use Agreement. The Reservation Deposit is equal to the peak day's room rent. From this Reservation Deposit \$495.00 is Non-Refundable for Ballroom Sections, Entire Ballroom and Entire Facility reservation cancellations.

#### **Cancellation Policy**

If the City and Borough of Juneau cancels your reservation after it has been confirmed, unless due to a violation of the Use Agreement, your reservation deposit shall be refunded. A national or community disaster/emergency, declared by the City and Borough of Juneau shall take precedence to scheduled events. Centennial Hall management will make every reasonable effort to relocate events at other appropriate venues in event of such displacement.

Ballroom Section(s) / Entire Complex Cancellations. If an event is canceled by tenant 179 days to 90 days before the confirmed reservation date, tenant is liable for the \$495.00 nonrefundable deposit and 25% of the contracted room rent; 89 to 60 days before reservation date, tenant is liable for the \$495.00 nonrefundable deposit and 50% of the contracted room rent; 59 days or less tenant is responsible for entire contracted room rent. Payment schedule and due dates shall be stated on contract/cover letter.

Main Hall Public Show/Performance Cancellations. If bad weather, or other emergency prevents a headlining performer, main speaker, or major equipment item which directly affects the performance from arriving in time for an event, and the event is canceled before public entry, room rent will be reduced to one half for that day. Tenant must provide documentation deemed sufficient by Centennial Hall management to prove the cancellation was valid, and must submit payment of fees for all equipment set for event. It shall be the responsibility of tenant to notify ticket holders of cancellation and processing of refunds. If space is available the following day the event may take place at the regular rate.

Meeting Room Cancellations. If tenant cancels 30 or more days before reservation date, tenant will receive full refund of contracted room rent paid; 29 to 14 days before reservation date, tenant will receive 50% refund of contracted room rent paid; 13 or less days before reservation date, tenant will receive no refund and is liable for entire contracted room rent.

#### **Compliance with Laws**

The tenant and Centennial Hall Convention Center, shall comply with all laws of the United States and State of Alaska, all ordinances of the City and Borough of Juneau, and wherever applicable, all rules and regulations of the A Juneau Fire Department and Police Department, and policies and criteria established by Centennial

Hall for use of the facility. Tenant will not permit anything to be done on Centennial Hall premises in violation of such laws, ordinances, rules, regulations, policies or criteria.

Concerning the Americans with Disabilities Act and all regulations thereunder, Centennial Hall is responsible for permanent building access requirements; such as, but not limited to wheelchair ramps, restroom standards, and internal hallways and doors. Tenant is responsible for non-permanent accessibility requirements, such as but not limited to, seating accessibility, assistive listening devices, sign language interpreters, signage and other auxiliary aids. One week prior to event, tenant shall provide Centennial Hall with number of disabled persons registered for event and an outline of accessibility services that will be provided to disabled attendees.

#### Smoking Policy

Centennial Hall, a City owned and operated facility, is a smoke free facility. There shall be no smoking in the building. Smoking is permitted in designated areas on exterior grounds.

#### **Security**

Centennial Hall reserves the right to require security, including amount and type, at any event.

Three types of security may be required at Centennial Hall:

- Uniformed City and Borough of Juneau Police Department Officers. Events which may require uniformed police officers include but are not limited to sporting events with or without alcohol, concerts with or without alcohol, large events which serve alcohol, events with VIPs, etc. One uniformed officer up to 500 patrons, two uniformed officers 500 to 1000, three uniformed officers 1000 to 1500, etc. Doors will not open to the public without the required officers. Costs for officers are the responsibility of tenant.
- Uniformed Security (non-Juneau Police Department) from local rental security agencies. Events which may need Uniformed Security include large public events with or without alcohol, trade shows, are shows, consumer shows, concerts, etc. The number of security persons will be determined 14 days before event. All security costs are the responsibility of tenant. Security shall meet with Centennial Hall staff 30 minutes before doors open to public for introductions and instructions. Doors will not open until required security is present and have received required instructions.
- T-shirt Security. Public events where extra personnel will assist in making event successful, keeping attendees safe, and facility maintained. These events include children's events, partial ballroom events, events where food and or beverage are included, etc. Security persons will be appointed by tenant, and approved by Centennial Hall Event Supervisor. Type of event and number of rooms rented will determine number of security persons. T-shirt security persons shall be a minimum of 18 years of age. When alcohol is served, 21 years of age shall be the minimum. A minimum of one male and one female required; total number to be determined 14 days before event. Primary responsibility will be to check restrooms for cleaning and products, stocking restrooms if needed, and simple cleaning – sweeping floor, and picking up trash. This service allows restrooms to be open at all times during large events. Centennial Hall staff does all other restroom cleaning. Other responsibilities include, but are not limited to, reporting spills, keeping aisles clear, returning unattended children to parents, reporting incidents and emergencies to Centennial Hall staff, and general safety of patrons and facility during large events. All T-shirt security shall meet with Centennial Hall staff for introductions and instructions 30 minutes before doors open to public. Doors will not be opened until required security is present and have received required instructions.

A combination of any or all types of security may be required for a single event.

## **Indemnification**

The Tenant agrees to conduct activities upon the premises so as not to endanger any person or property therein; and shall indemnify, defend, and hold harmless the City and Borough of Juneau against any and all claims of Tenant, Tenant's employees, or any subcontractor, patrons, or guests arising out of activities conducted by Tenant or its agents, patrons, or guests, or by reason of use of premises by Tenant, saving only claims for loss or injury caused by City and Borough of Juneau's gross negligence. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this agreement. The obligations of the Tenant arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify tenant in a timely manner of the need for indemnification, but such notice is not a condition precedent to tenant's obligations and is waived where the tenant has actual notice.

## **Insurance**

Tenant may be required to obtain insurance and furnish to Centennial Hall management an insurance certificate at least 14 days before occupancy date. Events that involve alcohol distribution, food distribution permitted by the Alaska Dept. of conservation, open flames, or flammable liquids require the tenant to provide liability insurance. Certain other events may require insurance, based on the discretion of the Centennial Hall Manager. When insurance is required, the City & Borough of Juneau must be named as an additional insured on the policy. The insurance certificate must show there is in effect a policy of \$1,000,000 minimum, or amount determined by City and Borough Risk Management officer, combined single limit bodily injury, and broad form property damage coverage, including broad form contractual liability, in which tenant and the City and Borough of Juneau are each named as insured, covering the full period of tenant's occupancy at Centennial Hall. The insurance shall cover Centennial Hall Convention Center, parking lot, approaches, and sidewalks. Tenant shall provide automobile liability insurance for \$500,000 minimum combined single limit when any vehicle is brought into the facility, or amount as determined by City and Borough Risk Management Officer. The certificates shall be kept on file at Centennial Hall. At the minimum the liability shall include the following coverages:

General Aggregate Limit	\$2,000,000
Products & Completed Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (Any One Fire)	\$50,000
Medical Payments (Any One Person)	\$5,000
Liquor Liability ( <b>If Purchased</b> )	\$1,000,000

Insurance may be obtained from the agency of tenant's choice or may be purchased through Centennial Hall. Insurance purchased through Centennial Hall carries a deductible that is the responsibility of tenant.

## **Food and Beverage**

### Catering

All food and beverage for events at Centennial Hall must be coordinated through Centennial Hall management.

Three options are available:

- Catered by an approved caterer; caterer list available at Centennial Hall. Food, beverage, and table linens are provided by caterer, room is set per tenant's request.
- Catered by Centennial Hall; coffee, tea and water service. Centennial Hall provides cloth and skirted table and all service items.
- Catered by tenant; all items must be purchase from an Alaska State Department of Environmental Conservation inspected facility. Tenant must contact the Department of

Environmental Conservation Food Safety and Sanitation at 907-465-5163 and inquire if their event requires a Temporary Food Permit. Tenant may be required to obtain insurance and furnish to Centennial Hall management an insurance certificate at least 14 days before occupancy date. There will be no admittance to Centennial Hall kitchen and no use of Centennial Hall equipment or supplies. There are no open flames or plug in devices of any kind unless approved by Centennial Hall management. Tenant is responsible for cleanup. A Catering Waiver application for this option must be completed and signed by tenant and Centennial Hall management. A fee is charged for this option.

When food and non-alcoholic beverages are part of a trade show exemptions may be allowed when authorized in writing by Centennial Hall Manager.

Food shall remain in designated room.

#### Alcoholic Beverages

Tenants requesting alcohol at their event shall have a signed contract a minimum of two weeks prior to scheduled event, with Centennial Hall and caterer, allowing caterers time to process paper work required by City and State.

All alcohol at Centennial Hall shall be provided and served by approved caterers. Caterers shall provide and post an approved permit as required by law, including approved function area. The caterer shall control to whom alcohol is served, per license holder responsibility.

State and City laws shall apply to age of persons attending events where alcohol is served.

Public events at which alcohol is to be served must be advertised as such in all event advertising.

Uniformed security may be required for events serving alcohol. Centennial Hall management shall determine the type and number of security persons required. Cost of security personnel shall be the responsibility of tenant.

Tenant event insurance shall be required for all events at which alcohol is served.

#### **House Rules**

Gaffer tape is the only pre-approved means to adhere items to walls, windows, doors, equipment, floor, wood or carpet; Centennial Hall management must approve all other means. Damages resulting from the use of tape, including tape on the windows is the responsibility of the Tenant and damage and or cleaning charges may apply.

Pins, tacks, staples, etc. may not be used on the walls, black curtains, stage skirts, or table skirts.

No glitter is allowed in facility.

Tenants may bring in their own audio/visual equipment. Centennial Hall staff, if available, may assist in setting up and troubleshooting tenant's equipment at the current labor rate. Centennial Hall will not be responsible for failure of equipment brought into facility.

Storage is not allowed in service corridor in compliance with fire safety code.

Before helium tanks may be brought into Centennial Hall for filling balloons, tanks shall be secured to a hand truck with chain and lock. The hand truck and security device are the responsibility of tenant. Centennial Hall's hand truck may not be used for this purpose.

Tenant shall remove all helium filled balloons and helium tanks at end of event. Tanks left at Centennial Hall shall be disposed of according to code with all associated charges billed to tenant. Removal of balloons by Centennial Hall staff shall be billed to tenant at current personnel labor rate with a one hour minimum.

### **Special Permits**

The following materials, processes, and equipment are subject to approval and special permitting from the Centennial Hall Manager or designated representative. If materials, processes, or equipment exhibitors intend to use require approval (see special permit) tenant must submit, in writing, the nature and intended use of materials, processes, or equipment, quantity, and safety provisions which will be made to reduce hazards. Fourteen days before show, the permit request must be submitted to Centennial Hall Management, who will approve or reject the request within five working days of receipt and notify tenant.

- Candles
- Open flame devices
- Ammunition and flammable signaling devices
- Pressure vessels
- Hydraulic equipment using flammable fluids
- Radiation-containing or producing devices (electric and gas heaters)
- Electrical equipment or installations not conforming to the City and Borough of Juneau or national electrical codes.
- Flammable liquids
- Liquefied petroleum gas. Container capacity must be five pounds or less. There can be no more than four containers in the facility at any time.
- Other materials or processes that, in Centennial Hall Management's or designated representative's judgment, increase health hazards or risk of fire.

### **Prohibited Materials, Processes, and Equipment**

Use of the following materials, processes, and equipment is prohibited:

- Fireworks
- Blasting agents
- Flammable cryogenic gases
- Aerosol cans with flammable propellants
- Water handling equipment not totally contained
- Open flames
- Fueling of motor vehicles
- "Strike anywhere" wood matches
- Hazardous refrigerants, such as sulfur dioxide and ammonia
- Cellulose nitrate motion picture film
- Portable cooking/heating equipment
- Combustion engines or other flammable-fueled engines, unless meeting the following guidelines:
  - a. Fuel tanks, unless never having been filled, shall be maintained between 1/3 and 1/2 filled. Caps shall be of locking type and be kept locked. If such caps are not locked an alternate method may be employed, if approved by Centennial Hall Manager or Event Supervisor.
  - b. Electrical systems shall be de-energized by:
    - i. Removing the battery
    - ii. Removing the battery cables
    - iii. Disconnecting both battery cables and covering them with electrical tape or other similar insulating material.



- Powered tools and equipment, except materials-handling equipment, other than electrically powered and air powered
- Electrically powered tools and equipment other than those listed by Underwriters Laboratories, Inc. or approved by another nationally recognized testing laboratory
- Welding, cutting, or brazing
- Painting with flammable or volatile paints and finishes
- Other equipment or operations that increase risk of fire, accident, or injury

### **Fire/Life Safety**

All exhibitors shall comply with all building and construction safety codes. The trade show organizer is responsible for exhibitors following all building and construction safety and fire codes, and American with Disabilities Act accessibility. Before approval of show, the Centennial Hall Manager or designated representative and show manager will inspect the facility. This will be done one to eight hours before show opening, noting violations/hazardous situations. Noncompliance of safety/fire codes, and Americans with Disabilities Act accessibility could cause event to be closed until infractions have been corrected. Facility and exhibits shall be open for inspection by the City Safety Officer, Fire Department, OSHA Safety Officer, State DEC Health/Sanitation Inspector, and Centennial Hall management at all times.

While show is in progress, tenant or show manager will be responsible for keeping fire safety devices, aisles, and exits unobstructed. All fire pull boxes and fire extinguishers must be visible and accessible to the public at all times. Hose station may not be blocked at any time.

Fire pull boxes and automatic smoke detectors have been installed throughout the facility. All emergencies shall be reported immediately to the Centennial Hall Manager, Event Supervisor, or staff member.

Violations during a show will be brought to tenant/show manager's attention for immediate correction. If, in the opinion of the Centennial Hall Manager or designated representative, the hazard is significant, the Centennial Hall representative has the authority and responsibility to cancel show until violations have been corrected.

No storage is available for exhibitor boxes/materials at Centennial Hall.

It is the responsibility of tenant/show manager to advise exhibitors of Centennial Hall's rules and regulations, and exhibitors of their responsibilities.

It is the responsibility of tenant/show manager to provide a list of all exhibitors, including name and address of each, to the City Sales Tax office for registration and necessary paper work a minimum of five days before show.

### **Booth Construction**

#### **Booths may be constructed of the following:**

- Wood
- Combustible materials having a flame spread rating of less than 76-200, and a smoke density rating of less than 450, as determined by ASTM E84 (Tunnel Test)
- Noncombustible materials as defined by the City and Borough of Juneau ("Any material which will not ignite or actively support combustion in a surrounding temperature of 1200 degrees Fahrenheit during an exposure of five minutes")
- Flame-retardant-treated decorations labeled with date, type of treatment and treatment company's name.

All booths must be confined in height to 12 feet in main hall and 8 feet in all other areas.

All cut evergreens must be treated with a fire retardant.  
Centennial Hall Manager or appointed designee will test decorations to ensure they are safe for use in Centennial Hall.

**Helium Balloons**

Before helium tanks may be brought into Centennial Hall for filling balloons tanks shall be secured to a hand truck with a chain and lock. The hand truck and security device are the responsibility of tenant/show manager. Centennial Hall's hand truck may not be used for this purpose.  
Tenant shall remove all helium filled balloons and helium tanks at end of event. Tanks left at Centennial Hall shall be disposed of according to code with associated charges billed to tenant. Removal of balloons by Centennial Hall staff shall be billed to tenant at current personnel labor rate with a one-hour minimum.

## **Centennial Hall Paid Admission Event Guidelines**

### **Introduction**

Following are guidelines developed to assist in producing and planning paid admission events at Centennial Hall Convention Center. If you have any questions concerning these guidelines please call 907-586-5283

### **Policies**

For room rental fees, reservations, and cancellation policies, please refer to the Rental Rates and Policies Guidelines.

### **Contract**

Use Agreement (contract) must be signed by tenant, and applicable reservation payment and deposit paid as specified.

### **Promotion**

Promotion of event shall not commence until applicable reservation deposit is paid and a signed Use Agreement is on file at Centennial Hall.

### **Tickets**

Before ordering tickets, event setup must be determined, i.e., size and placement of stage, sound and light boards, and any other equipment which would occupy floor space. There must be a seven-foot minimum space between stage front and first row of seating. All aisles shall comply with fire code and Americans with Disabilities Act regulations; wheelchairs will displace ganged Centennial Hall chairs. Layout determines maximum occupancy and dictates number of tickets.

A pre-show ticket sale count must be reported to Centennial Hall management a minimum of one hour prior to doors opening for box office sales. No more tickets than available seats may be sold.

Show/Concert tickets must show name and business of promoter along with the following caption which must be completed: "Refunds or Exchanges: (XXX) XXX-XXXX." If alcohol will be available that information must also be printed on ticket.

Tenant/Show promoter is responsible for refunds to ticket holders. Centennial Hall must be notified immediately of any cancellations and refund location.

### **Lighting/Sound**

Using lighting or sound systems other than Centennial Hall's must be pre-approved by Centennial Hall management. A time must be prearranged for inspection of equipment at Centennial Hall.

Tenant/show promoter is responsible for operation of lights and sound. Centennial Hall management shall approve the operators. Centennial Hall staff does not operate equipment for event but may demonstrate use of sound and light boards to tenant at current personnel labor rate with a one hour minimum.

### **Insurance**

See "Insurance" section of policy

### **Television/Broadcasting**

No performance or event presented in Centennial Hall shall be broadcasted or televised or in any manner recorded for reproduction, except as may be incident to bona fide news or public affairs programming, without an agreement in writing between tenant and the City and Borough of Juneau respecting the times of such broadcast, such additional compensation to the City and Borough of Juneau as the parties may agree on,

and in any event on the express condition that all expenses pertaining thereto will be prepaid in advance by tenant.

### **Copyright and Trademark Indemnification**

Tenant warrants and represents that no music, literary, artistic work, or other property protected by copyright, nor name of any performing individual or group protected by trademark will be performed, reproduced or used in performance of this agreement unless tenant has previously thereto obtained written permission from copyright or trademark holder. Tenant acknowledges tenant acts under this agreement as an independent contractor, charged with responsibility of sole discretion for selection, performances, reproduction and use of such musical, literary, and artistic works and such individual performer or group of performers as tenant deems appropriate and that tenant undertakes strict compliance with all laws respecting copyrights and trademarks and the performances, reproduction and use of musical, literary, and artistic works or use of name of performer or performing individuals or group. Tenant warrants that in performance of this agreement tenant will not infringe any statutory common law or other right of any person in performing, reproducing, or otherwise making use of any work or material or performer or performing group. Tenant will indemnify, save and hold harmless the City and Borough of Juneau and its officials, agents, employees, and servants from and against all claims, costs, and expenses, including legal fees, demands, actions and liabilities of every kind of character whatsoever with respect to copyright and trademark rights and performance, reproduction, and use of musical, literary, and artistic works, or in the name of performing individual or group. Tenant authorizes the withholding of payment under this agreement pending final disposition of any claim that may result from the foregoing and indemnification.

### **Royalties and Claims**

Tenant agrees to pay when due all royalties, license fees, or other charges accruing or becoming due to any firm, person, or corporation by reason of any music either live or recorded, or other entertainment of any kind or nature, played, staged or produced by tenant, its agents, employees, subtenants or licensees upon or within the premises covered by this rental agreement, including but not limited to royalties or licensing fees due to BMI, ASCAP, or SESAC. Tenant agrees to hold harmless the City, its agents and employees against any and all claims and charges, and to defend at its own expense, any such claims and charges. Tenant shall have the right, however, to protest, and if desired, to litigate and adjudicate any and all of such claims.

### **Events with Alcoholic Beverages**

See "Alcohol Beverages" policy under "Food and Beverage"

If you are considering having alcohol at your event you must receive prior approval from Centennial Hall and make arrangements with an approved Centennial Hall alcohol provider. Event tickets cannot be sold until you receive approval from Centennial Hall. All tickets and all advertising must state that alcohol will be available and that no one under the age of 21 will be admitted unless accompanied by parent or legal guardian.

Alcohol may be sold/served no more than one hour before event is scheduled to begin; sales and service will cease 30 minutes before event end time.

### **Security**

See "Security" section of policy.

Before doors are opened to the public the gate to catwalk shall be locked; Centennial Hall personnel shall be allowed in catwalk for emergency purposes only.

Only light operators, while operating lights, shall be allowed in balcony. This area is off limits to all other person.

**Noise/Volume Levels**

The Centennial Hall Convention Center retains the right to regulate the volume of any audio signals that interfere with any other Tenant's use of contracted space within the Convention Center boundaries or that is determined to be offensive or otherwise violates the terms and regulations of the Use Agreement.