

AMENDMENT NO. 4  
Y14-305, Gold Key Member Agreement  
Sea World of Florida

Effective Date: December 15, 2020

Due to the disruptions of operations caused by the Covid-19 pandemic, the Gold Key Member Agreement, Contract Y14-305, is revised as follows:

- a. This amendment authorizes the quarterly program payments by Sea World of Florida, each in the amount of \$23,750 to be waived for the nine-month period from January 1, 2021 through September 30, 2021 only. In addition, the program's annual event credit shall be reduced by \$23,500 and be waived during the nine-month period from January 1, 2021 through September 30, 2021 only. The next scheduled quarterly program payment shall therefore be due to the OCCC on September 20, 2021.
- b. In conjunction with the waived program payments and waived event credit referenced in paragraph "a" above, all program marketing, sales and promotional benefits provided by OCCC as described in the Agreement are waived and vacated, during the period from January 1, 2021 through September 30, 2021 only.
- c. This amendment authorizes the term of this agreement to be extended for an additional nine-month period, from June 30, 2024 through March 29, 2025. In conjunction with this nine-month extension, program payments by Sea World of Florida shall be continued and due on a quarterly schedule as set by the Agreement, the program's event credit shall be continued and in effect, and all program marketing, sales and promotional benefits provided by OCCC as described in the Agreement shall be continued and afforded to Sea World of Florida.
- d. All other terms, conditions and prices of the agreement remain the same.

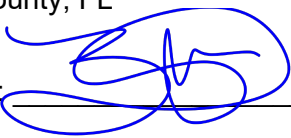
Sea World of Florida, LLC

Signed By: **James W. Forrester, Jr.**  
Digitally signed by James W. Forrester, Jr.  
Date: 2020.12.17 08:45:53 -05'00'

Title: Vice President, Finance, Orlando Parks

Date: 12/17/2020

Board of County Commissioners  
Orange County, FL

Signed By:   
Print Name: ZULAY MILLAN

Title: Procurement Division Assistant Manager

Date: 12/18/2020

AMENDMENT NO. 3  
Y14-305, Gold Key Member Agreement  
Sea World of Florida

Effective Date: August 4, 2020

Due to the disruptions of operations caused by the Covid-19 pandemic, the Gold Key Member Agreement, Contract Y14-305, is revised as follows:

- a. This amendment authorizes the quarterly payment by Sea World of Florida, each in the amount of \$23,750 to be waived for the period of July-September 2020, and waived for the period of October-December 2020.
- b. All other terms, conditions and prices of the agreement remain the same.

Sea World of Florida, LLC

Board of County Commissioners  
Orange County, FL

James W. Digitally signed by James W. Forrester, Jr.

Signed By: Forrester Jr Date: 2020.08.24

Signed By: 

Print name: James W. Forrester, Jr.

Print Name: Z. Miller

Title: Vice President, Orlando Parks Finance

Title: Asst. Mgr

Date: 8/24/2020

Date: 8/24/2020

AMENDMENT NO. 2  
Y14-305, Gold Key Member  
Agreement  
Sea World of Florida

Effective Date: May 26, 2020

Due to the disruptions of operations caused by the Covid-19 pandemic, the Gold Key Member Agreement is revised as follows:

- a. This amendment authorizes the quarterly payment by Sea World of Florida, in the amount of \$23,750 to be waived for the period of January-March 2020, and for April-June 2020.
- b. This amendment authorizes the quarterly payment by Sea World of Florida, in the amount of \$23,750 for the period of July-September 2020, be revised to be due July 20, 2020, and the amount of \$23,750 for the period of October-December 2020, be revised to be due October 20, 2020.
- c. All other terms, conditions and prices of the agreement remain the same.

Sea World of Florida, LLC

Board of County Commissioners  
Orange County, FL

Signed By: James W. Forrester, Jr.

Signed By: 

Print name: James W. Forrester, Jr.

Print Name: Zulay Millan

Title: Vice President, Orlando Parks Finance

Title: Assistant Manager - Procurement

Date: 5/24/2020

Date: May 26, 2020

AMENDMENT NO. 1  
Y14-305, Gold Key Member Agreement

Effective Date: June 30, 2019

The contract is changed as follows:

- a. This amendment is made to renew this contract as follows:


From: June 30, 2014 through June 29, 2019

To: June 30, 2019 through June 29, 2024

- b. All other terms, conditions and prices of the contract remain the same.

Sea World of Florida, LLC

Board of County Commissioners  
Orange County, FL

By:   
Print Name: KYLE MILLER  
Name and Title: PARK PRESIDENT  
Date: 5-15-19

  
By: \_\_\_\_\_  
Date: 5/20/19

Contract Y 14-305

Gold Key Member Agreement- Seaworld

**Term Contract**

RECOMMENDATION (check applicable block)

Renew      A, B, C, D, E, F  
G, H, I (Circle applicable contracts)

Re-bid      A, B, C, D, E, F  
G, H, I (Circle applicable contracts)

Allow to expire because contract support is no longer required.  
A, B, C, D, E, F  
G, H, I (Circle applicable contracts)

OR

Renew  
 Re-bid  
 Allow to expire because contract support is no longer required.

NAME: Yulita Osuna  
TITLE: Deputy Director  
SIGNATURE: Yulita Osuna  
DIVISION: Orange County Convention Center  
DATE: 2-26-2019

Market Research Determination is attached as required.



**ORANGE COUNTY PROCUREMENT DIVISION**  
**TERM CONTRACT PERFORMANCE EVALUATION**

[rev. 3-17]

**Contract Information**

1. Contract Number	2. Contract Title
Y14-305	Gold Key Member Agreement- Seaworld

**Contractor Information**

3. Contractor Name	4. Vendor Number
Seaworld of Florida LLC	627691

5. Contractor Address  
 7007 Seaworld Dr, Orlando FL 32821

6. Description and Location of Work  
*Representatives from Seaworld sales and marketing  
 Department meet with OCC clients and  
 exhibitors to sell their park services i.e. off site  
 tickets, reception -*

**Assessment of Performance Elements**

7. Overall Evaluation	<input checked="" type="checkbox"/> Outstanding <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory (attach documentation)
8. Quality of Work	<input checked="" type="checkbox"/> Outstanding <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory (attach documentation)
9. Timely Performance	<input checked="" type="checkbox"/> Outstanding <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory (attach documentation)
10. Other	<input type="checkbox"/> Outstanding <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory (attach documentation)
11. Comments: (Required)	<i>We have an excellent    partnership with Seaworld    and our clients appreciate    their services and opportunity    to host off site events -</i>

**Evaluator(s)**

Division Contract Administrator Name/Title	Signature/Date
<i>John E. Schmitt</i>	<i>2-28-19</i>
Division Manager Name	Signature/Date
<i>Quita O'Neil</i>	<i>2-28-19</i>

## Davis, Perry

---

**From:** Schmidt, John  
**Sent:** Thursday, March 14, 2019 1:02 PM  
**To:** Davis, Perry  
**Cc:** Stoeckel, Kimberley  
**Subject:** RE: Y14-305, Gold Key Member Program with Sea World  
**Attachments:** Y14-305 Gold Key Member Agreement- SeaWorld

Perry,  
See the attachment my team sent to Zulay and Lautesha two weeks ago, on Feb 28. (Ugh!!)

Sea World contact info is below:

**Tim Swan** | Senior Leader - Sales



7007 SeaWorld Drive | Orlando, FL 32821  
O. 407.370.1202 | C. 407.361.4419

--John Schmidt

---

**From:** Davis, Perry  
**Sent:** Thursday, March 14, 2019 11:29 AM  
**To:** Schmidt, John <John.Schmidt@OCCC.NET>  
**Subject:** Y14-305, Gold Key Member Program with Sea World

John,

Y14-305 expires on 6/29/19 but can be renewed for an additional 5 years. Do you have a current contact and email at Sea World I can send the amendment to for signature? The contract was signed by their President of the Orlando Park.

Perry Davis C.P.M.,FCPA  
Senior Purchasing Agent  
Orange County BOCC  
Ph 407-836-5638  
Fx 407-836-5899

Y14-305

---

Orange County, Florida  
*and*  
Sea World of Florida, LLC.

---

Gold Key Member Agreement

---

This Agreement ("Agreement") is made this 20th day of June, 2014 by and between ORANGE COUNTY, FLORIDA, doing business as the **Orange County Convention Center** hereinafter collectively referred to as OCCC and **SEA WORLD OF FLORIDA LLC.** hereinafter collectively referred to as **SeaWorld**.

WHEREAS, OCCC owns, operates and maintains a convention center complex in Orlando, Florida, which contains facilities for exhibitions, conventions, and meetings with related services and amenities; and

WHEREAS, OCCC has created the Gold Key Member Program for partnering with theme parks to enhance the OCCC's mission and its promotional ability based on the terms and conditions described herein; and

WHEREAS, SeaWorld, among other things, provides event services at its theme parks located in Orlando, Florida, whether existing or future, including SeaWorld Orlando, Discovery Cove and Aquatica (the "Parks"); and

WHEREAS, OCCC desires to allow SeaWorld to participate in OCCC's Gold Key Member Program;

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties agree as follows:

1. **PURPOSE:** The parties acknowledge and agree that the intent and purpose of this Agreement is to outline the Gold Key Member Program benefits provided by OCCC to SeaWorld as more fully described in Exhibit A, attached hereto and made a part hereof. The parties further acknowledge that such Gold Key Member Program benefits are being offered to SeaWorld in consideration of the payment and services provided by SeaWorld hereunder.
2. **TERM, RENEWAL AND TERMINATION:** Unless terminated in accordance herewith, the term of this Agreement shall be five (5) years (the "Term"), commencing as of the date in which the following conditions are satisfied ("the Commencement Date"): (i) approval of this Agreement by the Board of County Commissioners for Orange County, Florida, and (ii) receipt by OCCC and the Procurement Division of the required Certificates of Insurance pursuant to Section 5 hereof. The Commencement Date shall be no later than **June 30, 2014**, or such other date as OCCC and Sea World may agree in writing prior to June 30, 2014. OCCC agrees to notify SeaWorld in writing upon the satisfaction of the foregoing conditions, and the actual month and day of the Commencement Date. This Agreement may be renewed for one (1) additional five (5) year period, upon mutual written agreement of both parties. Any change in price, terms or conditions shall be accomplished only by written amendment to this Agreement and executed by both parties. Either OCCC or SeaWorld may terminate this Agreement, with or without cause, upon sixty (60) days' prior written notice.



3. **PAYMENTS, EVENT CREDIT AND SUPPORT CHARGES:** All sums due to the OCCC under this Agreement shall be paid in U.S. funds by check, money order, cashier's check, cash or as otherwise approved by the Director, "*Director*" means the Executive Director of the Orange County Convention Center and/or any person designated by the Executive Director as an Agreement Administrator at the OCCC.
- A. **Payments:** SeaWorld agrees to pay an annual fee of Ninety-Five Thousand and no/100 Dollars (\$95,000.00) (the "Payment"), **inclusive** of applicable Florida State and local sales taxes, if any. Such Payment shall be made in quarterly installments of \$23,750.00 and shall be due by the twentieth (20<sup>th</sup>) day of the month preceding each quarter. The initial quarterly payment shall be due and payable upon execution of this Agreement. In the event of termination of this Agreement, SeaWorld shall only be liable for such portion of the Payment attributable to the period of time up to and including the effective date of termination. Payments shall be remitted to: OCCC, Business Office, P.O. Box 691509, Orlando, FL 32869-1509.
- B. **Event Credit:** In further consideration of the Gold Key Member Program benefits provided to SeaWorld, SeaWorld shall provide to OCCC a credit of \$30,000.00 per calendar year of the Agreement for OCCC to use for events held at the Parks, including food and beverages and admission, **inclusive** of taxes and service charges (the "Credit"). Should the cost for any event held for OCCC pursuant to this Agreement exceed the amount of the Credit, OCCC shall pay the difference to SeaWorld.
- C. **Support Charges:** The parties agree that should SeaWorld approve, via written agreement or amendment hereto, for OCCC to provide additional services at OCCC for SeaWorld that OCCC may charge a reasonable rate plus applicable Florida state and local sales tax.
4. **SPECIAL CONDITIONS:** Special conditions relating to the Gold Key Member Program to this Agreement are listed in Exhibit A.
5. **INSURANCE REQUIREMENTS:** SeaWorld shall obtain all insurance as required by this paragraph. SeaWorld shall submit a Certificate of Insurance confirming such insurance to Orange County before the Orange County Procurement Division Manager signs this Agreement.

SeaWorld shall maintain on a primary basis, and at its sole expense, at all times, throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by SeaWorld is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by SeaWorld under this contract.

SeaWorld shall require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

**(Note: State licenses can be checked via [www.floir.com/companysearch/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com)).**

Required Coverage:

1. Workers' Compensation - SeaWorld shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or

disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County.

2. Commercial General Liability - SeaWorld shall maintain coverage issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with a limit of liability of not less than \$500,000 per occurrence. SeaWorld further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
3. Business Automobile Liability - The Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with limits of not less than \$500,000 per accident. In the event the Contractor does not own automobiles the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
4. Property All-Risk – During the period of time that SeaWorld maintains an office or themed showcase room at OCCC, SeaWorld shall provide coverage for the personal property, including furniture, fixtures and equipment for the full replacement value of such property. SeaWorld shall agree to require its respective insurance company to provide a waiver of subrogation in favor of the OCCC. Compliance with these insurance requirements shall not relieve or limit SeaWorld's liabilities and obligations under this Agreement. Failure of Orange County to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Orange County to identify a deficiency from evidence provided will not be construed as a waiver of SeaWorld's obligations to maintain such insurance.

By entering into this contract, SeaWorld shall provide a waiver of subrogation in favor of the County for the workers' compensation and a waiver of transfer of rights of recovery in favor of the County for general liability policies as required herein. When required by the insurer or should a policy condition not permit SeaWorld to enter into a pre-loss agreement to waive subrogation without an endorsement, then SeaWorld shall notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

SeaWorld agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

Any request for an exception to these insurance requirements shall be submitted in writing to the County for approval.

Prior to execution and commencement of any operations/services provided under this contract SeaWorld shall provide the County with current certificates of insurance evidencing all required coverage. **In addition to the certificate(s) of insurance the Contractor shall also provide a blanket or specific Additional Insured Endorsement and all Waiver of Subrogation or Waiver of Transfer of Rights of Recovery endorsements for each policy as required above.** For continuing service contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that SeaWorld has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective contract number.

The certificate holder shall read:

Orange County Board of County Commissioners  
Attn: Procurement Division  
400 E. South Street, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

OCCC is self-insured pursuant to Section 768.28, Florida Statutes for One Hundred Thousand Dollars (\$100,000) for each claim or judgment by any one person, or Two Hundred Thousand (\$200,000) for each occurrence. On or before execution of this Agreement, OCCC shall provide SeaWorld with a certificate certifying the foregoing.

6. **OPERATIONAL POLICIES:** The OCCC Operational Policies are incorporated in this Agreement as Exhibit B and are fully binding with respect to any use by SeaWorld of the Premises during the Term. Any breach of an operational policy by SeaWorld, or any party operating under SeaWorld's direct control, shall be considered a breach of this Agreement if not cured within thirty (30) days' from the receipt of notice of such breach. The OCCC Operational Policies are subject to change and are available at [www.OCCC.net](http://www.OCCC.net). OCCC shall maintain adequate security measures at the Premises.
7. **EXCLUSIVE ON-PREMISE SERVICES:** The OCCC and its designated providers have sole and total control over, and rights to, the following within the Premises and the OCCC property:
  - A. Sale and service of food and beverages, including alcoholic beverages, except SeaWorld may advertise food vendors that sell services at its theme parks within an office or themed showcase room maintained by SeaWorld at the Premises. SeaWorld, its employees, agents or guests shall not sell or give away any of the items listed under this Section 7 unless prior permission is granted by the Director, or unless the items are a part of an exhibition where the exhibitor is the legal manufacturer and/or distributor.
  - B. Rigging services.
  - C. Electrical, gas, water or any other utility installations.
  - D. All wired and wireless telecommunication services (voice and data), equipment and transmission lines.
  - E. Business Center that provides photocopying, facsimile services, packaging, shipping and receiving; provided, however, SeaWorld shall have the right to bring office equipment and supplies into the OCCC for its use.
8. **UTILITIES:** This Agreement includes lighting and heating or air conditioning at no additional cost.
9. **PERMITS AND COMPLIANCE WITH LAW**
  - A. SeaWorld is responsible for obtaining business occupational permits or licenses as may be required by law in connection with its use of the Premises.
  - B. SeaWorld warrants that no music or artistic work or other property protected by copyright will be performed, produced, exhibited or used, nor will the name of any entity protected by trademark be reproduced, exhibited, or used during its use of the Premises, unless SeaWorld has obtained express written permission and license from the copyright or trademark holder.
  - C. Each party agrees to comply strictly with all laws respecting copyright and trademarks and represents that it will not infringe any related statutory, common law or other rights of

any person during the Term. Each party is responsible for remitting payment to appropriate agencies for use by such party of copyrighted materials. Each Party will indemnify and hold harmless the other party, its parent, subsidiary and affiliated companies, its and their directors, officers, employees and agents from all liability, costs and claims, losses and/or damages (including reasonable attorney's fees) with respect to such copyright or trademark rights.

10. **DISCRIMINATION:** The OCCC and SeaWorld shall not discriminate against any person because of sex, race, color, religion, ancestry, national origin, or disability. The OCCC and SeaWorld shall not directly or indirectly display, circulate, publicize or mail any advertisement, notice or communication, which states or implies that any of their respective facilities or services shall be refused or restricted due to discrimination.
11. **CONDITION OF PREMISES:** The OCCC warrants that the Premises, including all access areas, common areas, rest rooms and other areas, shall be in good condition throughout the Term, normal wear and tear excepted.
12. **HAZARDOUS PROPERTY:** The OCCC prohibits SeaWorld from bringing any exhibit, equipment, vehicle or material onto the Premises if the OCCC or SeaWorld determines such to be dangerous to persons, property or any part of the Premises; provided, however, this clause shall not be construed to prohibit SeaWorld employees from bringing personal vehicles into the employee and public parking areas or Park animals on the Premises for special events, as permitted in Exhibit A.
13. **DAMAGE TO PREMISES:** SeaWorld is responsible for maintaining the then present condition of the portion of the Premises utilized during the Term as it was received, normal wear and tear excepted. SeaWorld is granted the right to inspect the Premises prior to the Term, and also no later than forty-eight (48) hours after the Term. The OCCC shall inspect the Premises to determine if any damage was sustained as a result of SeaWorld's occupancy. Should any damage be found, the OCCC shall: (1) notify SeaWorld of the nature and extent of such damage; (2) offer reasonable proof that such damage was caused by or through SeaWorld's occupancy; and then, (3) repair the damage at SeaWorld's expense.
14. **CONTROL OF OCCC AND PREMISES:** The Director manages the operations of the OCCC. The Director may use any part of the Premises at any time providing that such use does not interfere with SeaWorld's quiet enjoyment and use of the OCCC and the Director provides SeaWorld with prior notice of such intended use. The Director may remove any person under the direct control of SeaWorld during the Term who the Director believes is disrupting or obstructing the normal operation and management of the OCCC. The Director shall, to the extent practicable, consult with SeaWorld prior to removing anyone from the OCCC. If such consultation is impractical, the Director shall notify SeaWorld after the removal is completed.
15. **DEFAULT**
  - A. SeaWorld is in default of this Agreement if it: (1) fails to pay any amounts due the OCCC under this Agreement that is not cured within the cure period set forth in Section 15.C herein; (2) breaches any material provision of the Agreement that is not cured within the cure period set forth in Section 15.C herein; (3) violates any applicable laws during the Term that is not cured within the lesser of thirty (30) days' of receipt of notice; or (4) becomes bankrupt or ceases doing business.
  - B. Should SeaWorld default and not cure such default within the cure period provided in Section 15.C herein, the OCCC may by written notice to SeaWorld, terminate this Agreement for default in whole or in part if SeaWorld does not comply with the Agreement and SeaWorld shall only be liable for payment attributable to the period of time up to and including the date of termination.

- C. Prior to termination for default, the OCCC will provide adequate written notice to SeaWorld affording SeaWorld the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within thirty (30) days (or the period specified in the notice whichever is greater) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination.
- D. In the event of termination by the OCCC for any cause, SeaWorld will have, in no event, any claim against the OCCC for lost profits or compensation for lost opportunities. After receipt of a termination notice and except as otherwise directed by the OCCC, SeaWorld shall: (A) Stop work on the date and to the extent specified; (B) Terminate and settle all orders and subcontracts relating to the performance of the terminated work; and (C) Remove all equipment from OCCC within thirty (30) days. Any such notice of termination shall not excuse any breach of this Agreement. After such a termination, the relation between the OCCC and SeaWorld is the same as if the Term fully expired and the OCCC shall retake possession of the Premises and SeaWorld shall pay the amount of Payment attributable to the period of time up to and including the effective date of termination, together with all other reasonable costs, expenses and damages incurred by the OCCC as a result of SeaWorld's actual breach of this Agreement. The use of any partial or single remedy shall not prevent the OCCC from using any other remedy.
- E. OCCC is in default of this Agreement if it: (1) breaches any material provision of the Agreement that is not cured within the same time and manner provided to SeaWorld in Section 15.C herein; (2) violates any applicable laws during the Term that is not cured within the lesser of thirty (30) days' of receipt of notice; or (3) becomes bankrupt or ceases doing business. Failure to adequately cure the deficiency shall result in termination.
16. **LIABILITY:** Notwithstanding anything in the Agreement to the contrary, each party (the "Indemnitor") agrees to indemnify, defend and hold harmless the other party, its parent, subsidiary and affiliated companies, its and their directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, demands and causes of action, liability, judgments, damages, costs and expenses (including reasonable attorney's fees) arising out of or relating to: (i) any breach by Indemnitor of any of the warranties and representations made by Indemnitor herein, (ii) Indemnitor's advertising and preparation of promotional materials for the OCCC or the Parks (including, but not limited to, printing and/or misprinting of such materials), or (iii) any acts or omissions by Indemnitor, its employees, officers, agents or representatives (including, without limitations, subcontractors) in connection with its performance of this Agreement. The OCCC's obligation is limited by Section 768.28, Florida Statutes. The aforementioned indemnification obligation shall apply to all such claims, demands, and causes of action but shall be limited to the extent based on Indemnitor's acts or omissions. The indemnification obligations set forth in this Section shall survive the termination of this Agreement.
17. **UNAVAILABILITY OF PREMISES:** In the event that the Premises are not available for occupancy during the Term or any portion thereof due to fire, casualty, hurricane or other acts of God, strikes, national emergency or other causes beyond the control of the OCCC, the Parties may mutually agree to terminate this Agreement and the obligations of the OCCC and SeaWorld due to such unavailability or to extend the Term for the period equal to the period of unavailability. Each party waives any claim against and releases the other party for damages by reason of such termination. In the event of interruptions due to such unavailability, neither party shall be liable hereunder during such interruptions.
18. **WAIVER:** No waiver by either party of any default shall operate as a waiver of any other default, or the same default on a future occasion. No delay or omission by either party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or future exercise thereof, or the exercise of any other right or

remedy.

19. **ASSIGNMENT:** Neither party shall assign any of its rights under this Agreement without the written consent of the other party which will not be unreasonably withheld; provided, however, each party shall have the right to assign this Agreement to an affiliated or subsidiary entity or an entity that purchases all or substantially all of such party's assets.
20. **INTEGRATION, SEVERABILITY, APPLICABLE LAW:** This Agreement and its attached Exhibits constitute the entire agreement between the parties and supersede any previous understandings between the parties. The parties acknowledge and agree that Exhibit C is reserved for future exhibit, if any, to be mutually agreed upon by the parties and as such is not attached to this Agreement. Changes to this Agreement must be made in writing and signed by both parties. If any provision in the Agreement is invalidated, all remaining provisions shall continue in full force and effect, unless terminated under Sections 2 or 15 hereof. This Agreement is governed by the laws of the State of Florida.
21. **NOTICES:** Any notices must be sent by Certified Mail, return receipt requested, to the addresses shown below, or by facsimile transmission with return facsimile acknowledgment by receiving party:  
  
    To OCCC:                   Attention: Bradley Campbell  
                                    9800 International Drive  
                                    Orlando, FL 32819-8199  
                                    407-685-5822  
  
    To SeaWorld:               Attention: Toni Caracciolo  
                                    SeaWorld of Florida, LLC.  
                                    7007 SeaWorld Drive  
                                    Orlando, FL 32821  
                                    407-363-2103
22. **COUNTERPARTS CLAUSE AND ORDER OF PRECEDENCE:** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument. If there are any conflicts between the Agreement paragraphs, one through twenty-seven (Controlling Paragraphs) and any attachment, schedule or exhibit, the Controlling Paragraphs shall control.
23. **ENTIRE AGREEMENT:** This Agreement represents the entire agreement including Exhibits A and B only between the parties, and no other agreement or statement or promise made by any party, or to any employee, officer or agent of either party, which is not contained in the Agreement shall be binding or valid as to matters covered by this Agreement. The persons signing this Agreement on behalf of the OCCC and SeaWorld, respectively warrant that they are authorized to make this agreement on behalf of the OCCC and SeaWorld, respectively, and have the authority to bind the OCCC and SeaWorld to this Agreement.
24. **SEAWORLD'S TRADEMARKS:** The SeaWorld trademarks, service marks, designs, artwork, advertising, marketing and promotional concepts as referred to herein (collectively, the "SeaWorld Trademarks") shall remain the property of SeaWorld. Any and all rights in the above under trademark or copyright law or other property rights shall inure to the benefit of and be the exclusive property of SeaWorld. SeaWorld grants to OCCC the right to use the SeaWorld Trademarks in connection with its performance of this Agreement; provided, however, that said right is non-exclusive, non-assignable and non-transferable. All proposed uses of the SeaWorld Trademarks shall be subject to SeaWorld's review and prior written approval. OCCC shall not manufacture or sell, or license the manufacture or sale, of any merchandise which bears any SeaWorld Trademark, without SeaWorld's prior written consent in each instance.

25. **BOOKS AND RECORDS:** During the term and for a period of at least two (2) years thereafter, OCCC shall maintain such books and records (collectively, "Records") as are necessary to substantiate that (i) all warranties made by OCCC in this Agreement are true and accurate in all respects and it is in full compliance with this Agreement, (ii) all invoices and other charges submitted to SeaWorld for payment hereunder were valid and proper, and (iii) no payments have been made, directly or indirectly, by or on behalf of OCCC to or for the benefit of any SeaWorld employee or agent who may reasonably be expected to influence SeaWorld's decision to enter into this Agreement, or the amount to be paid by SeaWorld pursuant hereto. (As used herein, "payment" shall include money, property, services, and all other forms of consideration.) All Records shall be maintained in accordance with generally accepted accounting principles consistently applied. SeaWorld and/or its representatives shall have the right at any time during normal business hours, upon two (2) business days' notice, to examine said Records. The provisions of this Section 25 shall survive the termination of this Agreement.

With respect to the services performed under this Agreement, SeaWorld shall permit the OCCC and Orange County staff and the Orange County Comptroller and its staff to inspect and audit its books and accounts at any time during the normal working hours, provided that reasonable notice is given to SeaWorld prior to any such inspection. Any costs incurred as a result of an OCCC or County audit shall be the sole responsibility of and shall be borne by SeaWorld. For a period ending three (3) years after expiration or termination of this Agreement, SeaWorld shall make all records and documents relating to this Agreement available for inspection and copying by the OCCC, County or any agent designated by the County.

26. **CONFIDENTIAL:** Each party agrees any marketing, financial or technical information of the other party obtained and/or developed in the performance of this Agreement shall be treated, maintained and held by such party as confidential information, which shall not be disclosed or used for any purpose other than in the performance of this Agreement without the non-disclosing party's prior written consent in each instance ("Confidential Information"). Each party may disclose Confidential Information if it is required to do so by Chapter 119 of the Florida Statutes (Public Records Law) or any other applicable statute, rule, regulation or judicial or administrative process or order. The disclosing party shall promptly notify the non-disclosing party of any such requirement.

27. **INDEPENDENT CONTRACTORS:** The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way.

28. **TOBACCO FREE CAMPUS:** All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to all Contractors and their personnel during performance on County owned property, including the OCCC. Tobacco is defined as tobacco products including, but not limited to cigars, cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

SEA WORLD OF FLORIDA LLC

By: (Print)

Terry W. Prather

Title:

President

Signature:

Terry W. Prather

Date:

6-20-14

ORANGE COUNTY, FLORIDA

By: Johnny Richardson

Title: Procurement Division Manager

Signature:

Johnny Richardson

Date:

6-18-14

**Exhibit A****Special Conditions**

## Gold Key Member Partnership with SeaWorld

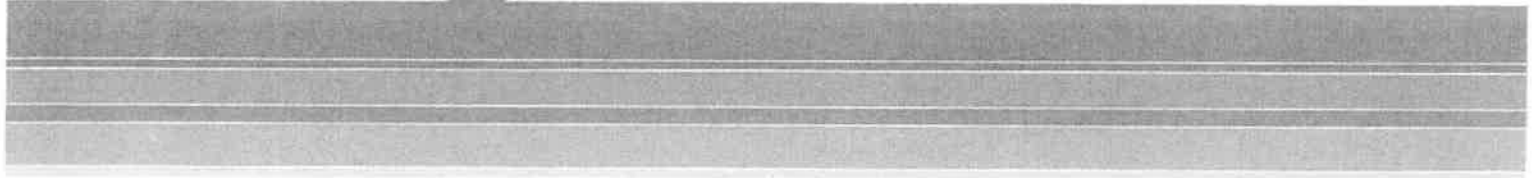
1. The OCCC shall provide and SeaWorld shall be entitled to the following:
  - A. SeaWorld will receive all incoming client leads including site inspections of OCCC, and meeting notification lists on the front end of the sale. Clients shall include exhibitors and convention/meeting groups.
  - B. OCCC proposals will include SeaWorld listed as a "Gold Key Member Partner". When requested by OCCC, SeaWorld will be allowed to include its proposal to the client.
  - C. SeaWorld shall have no right to use the trademarks, symbols, or trade names of the OCCC – directly or indirectly – in connection with any production, promotion, service, or publication not located in the OCCC, without the prior written approval of the OCCC, which approval shall not be unreasonably withheld.
  - D. SeaWorld shall have the right to have the SeaWorld Trademark appear (in a size and manner comparable to other Gold Key Member Partners) in any production, promotion, service or publication (the "Promotion") when the Promotion pertains to all OCCC service partners. SeaWorld shall have the right to have the SeaWorld Trademark appear as a single partner when requested by client. Any use of the SeaWorld Trademark shall be subject to the provisions of Section 24 of this Agreement.
  - E. OCCC will include SeaWorld in client appreciation amenities.
  - F. OCCC Exhibitor Services Representatives (ESR's) will share information about the Parks when the ESR's make courtesy calls to the exhibitors and forward leads to SeaWorld.
  - G. OCCC and SeaWorld will work together to mutually identify when the parties can share booths at industry trade shows.
  - H. OCCC and SeaWorld will work together to mutually identify when the parties can attend clients' meals hosted and/or co-hosted by the parties.
  - I. OCCC and SeaWorld will work together to mutually identify when the parties can participate in sales calls in the outer-market. When OCCC and SeaWorld initiate outer market sales calls, both parties shall be present on the calls.
  - J. SeaWorld shall have the opportunity to host Exhibitors' Committees and Familiarization Tours.
  - K. SeaWorld shall have the opportunity to bring its Park animals and characters to the Premises to perform for special events (i.e., meet and greet) for clients and/or for promotional reasons subject to each client's approval.
  - L. OCCC shall disclose to show management that SeaWorld is an authorized OCCC Gold Key Member Partner and will receive access to benefits provided by show management.



- M. SeaWorld shall have same entitlements provided to any other theme park which partners with OCCC including new opportunities not included in this Agreement. SeaWorld understands that any new entitlements may cause an increase in the Agreement price. OCCC will offer any new entitlement at the same price (when applicable) to each Gold Key Member Partner. Any new entitlements causing a price increase shall be mutually agreed upon by the parties, and evidenced by an amendment to the Agreement.
  - N. SeaWorld shall have the opportunity to link its websites to OCCC's website whenever possible.
2. SeaWorld shall not advertise these benefits in any manner other than as approved by the OCCC.
  3. SeaWorld shall acquire any needed telephone services for its use from OCCC in-house vendor as addressed in Section 8 in the Agreement. SeaWorld will be charged no more than the OCCC rates and shall pay for these costs.
  4. SeaWorld shall meet with OCCC Marketing at least monthly.
  5. SeaWorld shall furnish to OCCC a written statement setting forth the names of all SeaWorld personnel who are assigned to perform services for SeaWorld at the OCCC, and the duties to be performed by each SeaWorld personnel at the OCCC. SeaWorld shall inform OCCC of any changes as promptly as practicable.
  6. SeaWorld personnel who are assigned to perform services for SeaWorld at the OCCC shall be neatly dressed in SeaWorld's normal business attire. Such personnel shall obtain identification badges from the OCCC. All SeaWorld employees assigned to the OCCC shall pass a criminal background check before working at OCCC. The background check shall be done by SeaWorld and SeaWorld will confirm that such background check has been performed on such employees. The OCCC reserves the right to require SeaWorld to remove any employee for any reason and at any time.
  7. The OCCC will provide parking space to SeaWorld personnel who are assigned to perform services for SeaWorld at the OCCC, and have satisfied the requirements in Section 6 above. OCCC will use best efforts to provide preferred parking access to accommodate clients that SeaWorld will be transporting to the Parks. The availability of preferred parking access of clients is dependent on show activity and other logistic and security issues.
  8. The OCCC will provide reasonable access to existing electrical outlets and OCCC will provide electrical power at no charge.
  9. SeaWorld shall have print and "Read Only" access to the OCCC database of exhibitor and other clients.
  10. OCCC reserves the right to issue other Gold Key Member Partnership Agreements.

# Operational Policies

# Orlando



 **Orange County Convention Center**  
The Center of Hospitality, where it's all about your experience!



Orange County Convention Center  
The Center of Hospitality

# THANK YOU FOR YOUR BUSINESS!

We look forward to welcoming you to Orlando and to working with you to create a productive and successful event. The policies and procedures were developed with the input of clients just like you, so that we may better serve you and your attendees. Please review these policies and let us know if you have any questions.

Again, thank you for your business. As the Center of Hospitality, we will provide the service our clients have come to expect.

Kathie Canning  
Executive Director  
Orange County Convention Center

If you require additional information or clarification,  
visit our website at [www.occc.net](http://www.occc.net)  
or contact OCCC Event Management  
Phone: 407-685-9882 • Fax: 407-685-9866

# INDEX

<b>EXCLUSIVE SERVICES</b>	
1. Business Center .....	3
2. Food and Beverage .....	3
3. Rigging Services .....	4
4. Telephone, Internet, Wired and Wireless Data Communications .....	4
5. Utilities .....	5
<b>PREFERRED SERVICE PARTNERS</b> .....	5
<b>ADVERTISING</b>	
1. Decorations, Signs, Decals and Balloons .....	6
2. Exterior Marquees/Public Space Monitors .....	6
3. Public Event Advertising .....	6
<b>EXHIBITOR SERVICES</b>	
1. Exhibitor Services .....	7
2. Exhibitor Information .....	7
3. Service Desk .....	7
4. Exhibitor Kit .....	7
<b>FACILITY SERVICES</b>	
1. Air Conditioning or Heating .....	8
2. Custodial Services and Waste Removal .....	8
3. Key Cards and Secure Rooms .....	9
4. Lighting .....	9
5. Material/Equipment Movement and Display Vehicles .....	9
6. Movable Walls .....	10
7. Parking Fees and Parking Facilities .....	10
8. Recycling and Bulk Waste .....	11
9. Room Changeovers .....	11
10. Storage .....	11
11. Tape Residue Removal .....	12
12. Underground Utility and Service Corridors .....	12
13. Covered Booths, Multi-Level Booths and Interior Tents .....	12
14. Exterior Tents, Exhibits and Demonstrations .....	12
15. Drilling .....	12
16. Washing of Vehicles – Environmental Regulations .....	12
<b>FLOOR PLANS, PROPERTY AND REGISTRATION AREAS</b>	
1. Abandoned Property .....	13
2. Freight Deliveries .....	13
3. Floor Plans .....	13
4. Lessee's Property .....	13
5. Registration Areas .....	13
<b>PERSONNEL SERVICES AND EQUIPMENT</b>	
1. Baggage Check .....	14
2. Box Office .....	14
3. Emergency Medical Service .....	14
4. Event Security Service .....	14
5. Performance Audio and Lighting .....	16
6. Service Personnel .....	16
7. Rental of Equipment .....	16
<b>SAFETY AND FIRE REGULATIONS</b>	
1. Capacities .....	17
2. Catwalk and Roof Access .....	17
3. Doors .....	17
4. Escalators, Passenger Elevators and Moving Sidewalks .....	17
5. Fire Regulations .....	17
6. Refrigeration Trucks .....	17
7. Fog/Smoke Machines .....	18
8. Hazardous Chemicals and Materials .....	18
9. Hazardous Work Areas .....	18
10. OSHA Standards .....	19
11. Package and Vehicle Inspection .....	19
12. Permits (Cooking, Covered Exhibits, etc.) .....	19
13. Safety Railing .....	19
14. Security .....	20
15. Smoking .....	20
16. Personal Transport Devices .....	20
17. Buried Underground Utilities .....	20
<b>TAXES AND MISCELLANEOUS</b>	
1. Americans with Disabilities Act .....	21
2. Animals .....	21
3. Discrimination .....	21
4. Gratuities .....	21
5. Residual Matters .....	21
6. Sales Tax .....	21
7. Taxes and Miscellaneous .....	22
<b>ENVIRONMENTAL POLICY</b> .....	22
<b>APPENDICES</b>	
Electronic Systems Guidelines .....	23
Exhibitor and Exhibitor Appointed Contractor Responsibilities .....	25
Exhibitor Rigging Information .....	27
Guidelines For Multi-Level and Covered Exhibits .....	28

# EXCLUSIVE SERVICES

---

OCCC and its designated concessionaires have exclusive control over, and rights to, the items listed below. OCCC prohibits the repackage, resale, and/or change of rates of these exclusive services. OCCC's service order forms may not be altered or reprinted without the written permission of OCCC. Lessee and the Lessee's general contractors are required to distribute all forms provided by OCCC for exhibitor services as part of the exhibitor kit (manual) or must provide a hyperlink to an eKit if forms are hosted electronically online. OCCC requires an executed lease agreement prior to release of service order forms for distribution.

## 1. Business Center

OCCC operates a Business Center in each of its three Concourses that provides photocopying, facsimiles, signs, binding, packaging, shipping and receiving, etc. for shows. These services are preferred to the Show Management and exclusive to the exhibitors, speakers and attendees. Shipping, receiving, and packaging are preferred services to Show Management and exhibitors, and exclusive to the attendees and speakers. Show Management, their designees, and/or sponsors are not permitted to profit from these services to attendees, exhibitors, or speakers. Show Management shall have the right to bring office equipment and supplies into OCCC for their use.

## 2. Food and Beverage

Catering and concessions are an exclusive service provided by OCCC's Food Service Partner. Arrangements for these services must be made through the Catering Manager. Food and beverages, including alcohol, will not be permitted into the Convention Center by Lessee. Any exhibitor's installation company, or any other entities hired by the exhibiting company, are not allowed to bring in food and beverages without the prior approval and written authorization by OCCC's Food Service Partner.

A special permit is required from the State of Florida for alcoholic beverage samples used as part of an exhibit or display. Contact OCCC Event Management for permitting procedures. Alcoholic beverages must be served according to Florida Statute and identification must be checked prior to serving alcoholic beverages. See Florida Statute 561-569 ([www.leg.state.fl.us](http://www.leg.state.fl.us)).

Exhibitors may distribute food and beverage samples as an approved exhibit if the exhibiting company is the legal manufacturer and/or distributor of the product. Sample sizes must be limited to four (4) ounces of beverage and three (3) ounces of food. No products may be sampled or given away outside the exhibit hall or inside any meeting room of OCCC. All other food and beverage samples must be purchased through OCCC's Food Service Partner.

OCCC has an exclusive contract for food and beverage with their Food Service Partner.

### 3. Rigging Services

*(See appendix or website for additional information.)*

Lessee, exhibitor, and production rigging are exclusive services that must be installed and supervised by OCCC Rigging Services. Approval of rigging locations in public areas is required and approval is based on multiple event requirements.

Rigging guidelines can be viewed on OCCC's website. Rigging requirements and plot diagrams should be submitted for approval a minimum of twenty one (21) days in advance of the event. Approval of on-site rigging requests and changes are subject to availability of personnel.

OCCC may prohibit the installation of any item(s) not approved in advance or not in compliance with the approved request for rigging. OCCC shall not be held liable if rigging is not installed due to late submittal of specifications.

### 4. Telephone, Internet, Wired and Wireless Data Communications

OCCC's Telephone, Internet, wired and wireless data communication services (voice and data) and equipment and transmission lines are exclusive services, provided by OCCC's service partner. Services, rates, and operating policies are listed on separate service order forms located at [www.occc.net](http://www.occc.net) and include how to obtain:

- a. Telephone equipment, lines and related services
- b. Data networking equipment, lines and related services to include wired and wireless Internet web service and other computer networking services
- c. Data communication transmission – OCCC is equipped with fiber optic: Multi-mode fiber is available in the West Building; single mode fiber is available in the North/South Building; and, category five (5) and above transmission cabling is available with access from most locations. The use of other fiber or data transmission cabling is prohibited without the express written permission of the OCCC and/or its service provider. OCCC is also equipped with various wireless products (i.e. 802.11 a/b/g) for both voice and data transmissions. The use of other wireless transmission systems inside OCCC is prohibited without the express written permission of the OCCC and/or its service provider.
- d. Wireless Communications – OCCC owns and operates a full-building Wi-Fi (802.11 a/b/g) system in both the North/South and West Buildings. This system is provided for our clients and is an exclusive service. Therefore, clients are not authorized or permitted to install and operate their own Wi-Fi systems without the specific approval of OCCC and/or its service provider.
- e. OCCC can transport your audio and video signals via RF distribution systems to most locations. Contact OCCC Technical Services at 407-685-9825 for additional information.

## Exclusive Services, Continued

OCCC operates the following:

- a. 800mhz wireless public safety radio system with a frequency range of 806mhz to 868mhz. Any other wireless system that could, would, or may cause interference on these channels or to this system is strictly prohibited. This is a public safety system that allows police and fire response to critical life/safety issues that may arise inside the facility. Interference to this system caused by any client or a party to their event must be immediately corrected by the client and/or their party to include shutting down the interfering or believed interfering system/equipment and at the their own expense.
- b. Wireless Wi-Fi LAN (802.11 a/b/g) network throughout the facility that uses Cisco technology and operates on ten (10) channels in the 2.4-Ghz range and eight (8) channels in the 5-Ghz frequency range. The use of any wireless devices or equipment in OCCC that conflicts with OCCC wireless data communication or voice frequencies is strictly prohibited.

The use of any wireless devices or equipment in OCCC that conflicts with OCCC wireless data, communication, or voice frequencies is strictly prohibited.

## 5. Utilities

OCCC provides utilities as an exclusive service. Rates and operating policies for electric, air, steam, water, and drainage service are outlined on separate service order forms.

Electrical equipment must be Underwriter Laboratory approved. Gas operated equipment must be A.G.A. approved and the required permits and/or approvals must be obtained in advance from the Orange County Fire Rescue Services Department through OCCC Event Management.

OCCC's electrical equipment, e.g., extension cords, electrical distribution panels, spotlights, etc., should not be removed by the exhibitors, general contractors, or other personnel.

## PREFERRED SERVICE PARTNERS

---

The OCCC recognizes the following vendors as "preferred partners." The OCCC recognizes the high quality of service these partners provide and encourage Lessee and exhibitors to utilize these vendors when possible. Preferred partners are given unobstructed access to the OCCC tunnel space, storage areas and loading docks.

- FedEx Office
- LMG
- Universal Orlando® Resort



# ADVERTISING

---

## 1. Decorations, Signs, Decals and Balloons

OCCC Event Management must approve the location of special decorations, banners, or signs. OCCC's directional signage may not be covered or otherwise obstructed. The method of installation must be submitted to OCCC Event Management and approved by OCCC Rigging Services. Painting of signs, banners, exhibits, or other objects is not permitted inside OCCC.

Decorations, signs, banners, etc., may not be taped, nailed, tacked, stapled, or otherwise fastened to ceilings, walls, doors, windows, painted surfaces, or columns. For additional information, refer to Exclusive Services, Rigging on page 3. Holes may not be drilled, cored, or punched into any walls, floors, or ceilings of OCCC.

Adhesive-backed (stick-on) decals or similar items (except nametags) are not permitted in OCCC and may not be distributed by exhibitors. Any costs incurred by OCCC for the removal of these items will be charged to Lessee.

Lessee is permitted to use static helium balloon displays after submitting a "Balloon Waiver" to OCCC Event Management. A charge is assessed per helium balloon that escapes. Helium balloons may not be used as giveaways. Helium tank storage inside OCCC is prohibited. With Lessee's approval, exhibitors are permitted to display static helium balloons after submitting a "Balloon Waiver" and filing a damage deposit with OCCC Exhibitor Services.

## 2. Exterior Marquees/Public Space Monitors

Lessee welcome messages may be displayed on the exterior marquees at OCCC and must be submitted and approved through OCCC Event Management. OCCC does not sell advertising space on the exterior marquees. Lobby monitors will display event information at no charge to Lessee. Location and timing information will be displayed relating to event move-in/out, show hours, registration, and general sessions. Advertising is not permitted on lobby monitors. Sponsorships on lobby monitors may be available upon request. Please contact your Event Manager for more information.

## 3. Public Event Advertising

Lessee must submit advertising and brochure copy that references the Convention Center, show location, parking fee, and dates and times to the OCCC Sales Manager or Event Manager for approval prior to advertising or distribution. Advertisement of events must state the total admission price, the exact event location, organization producing the event and specify that parking fees will be charged, as applicable. The Lessee is responsible for advertising parking information and directions to the Center. Advertising shall not be permitted until the lease is fully executed.

# EXHIBITOR SERVICES

---

## 1. Exhibitor Services

The Exhibitor Services section of OCCC is the exclusive agent of rigging, utilities, food and beverage, business center services, and telecommunications to exhibitors utilizing the facility. OCCC prohibits the repackage, resale, and/or change of the rates established and published by its designated concessionaires and the Exhibitor Services section.

## 2. Exhibitor Information

Lessee must provide a complete and updated exhibitor list to OCCC Exhibitor Services section 45, 30 and 15 days prior to event date. The exhibitor list is to include company name, booth number, booth dimensions, contact information, and billing information. OCCC will use this list to assist exhibitors with placing orders and any other services needed.

## 3. Service Desk

Lessee and Lessee's service contractors are required to provide OCCC with a minimum of two (2) service desks per exhibit area to service exhibitors during move-in, event days, and move-out. Please request staffing hours desired for each desk and indicate the location of the desk(s) on the floor plan.

## 4. Exhibitor Kit

Lessee and the Lessee's service contractors are required to distribute all information provided by OCCC's Exhibitor Services as part of the Exhibitor Kit, whether in print or electronic format. OCCC agrees to provide one set of customized Exhibitor Services order forms at no additional charge to the Lessee or designee.

OCCC service order forms may not be altered or reprinted without written consent from the Supervisor of Exhibitor Services. The Lessee is required to provide a web link or a printed copy of the Exhibitor Kit to OCCC.

# FACILITY SERVICES

---

## 1. Air Conditioning or Heating

Rent includes air conditioning or heating in the public concourses during move-in, show, and move-out. Air conditioning or heating in exhibition halls is provided complimentary on leased show days for the following: Show hours for exhibits, session hours for general sessions, rehearsals, poster sessions, and in-hall registration.

Air conditioning and heating is provided complimentary on a leased move day in exhibit halls used as a general session for Dress Rehearsals only; air conditioning or heating for all other activity on a leased move-in or move-out day shall be billed at the applicable rate. Upon request, air conditioning or heating in exhibition halls during leased move-in and/or move-out days shall be billed at the applicable rate listed in the Personnel & Utility Services Rate Schedule. When registration is open in an exhibition hall and air conditioning is requested on a leased move-in day, the applicable rate will also apply.

Meeting room air conditioning is provided complimentary for rehearsals and session times only.

Open doors must be minimized at all times when air conditioning is on.

## 2. Custodial Services and Waste Removal

OCCC provides custodial service for all public areas, restrooms, and meeting rooms before, during, and after the event at no additional cost to Lessee. Within the exhibition hall, OCCC will clean non-carpeted aisles and non-carpeted foodservice areas on leased show days only. Cleanup of special effect items, e.g., glitter, confetti, balloon drops, etc., will be charged to Lessee at the prevailing rate.

The Lessee is responsible for cleaning of registration areas, show offices, exhibit booths, the exhibition hall prior to carpet installation, and all carpet installed for an event, including aisles, booths, foodservice areas, and staging. Trash receptacles provided by the general contractor and located in all areas of the facility, e.g., registration, show offices, meeting rooms, exhibit space, must be serviced by the general contractor.

The Lessee is responsible for the removal of bulk trash in exhibition halls, meeting rooms, and pre-function areas, e.g., registration and show offices, during move-in, show, and move-out. Bulk trash is defined as boxes, crates, lumber, pallets, packing materials, and other items not easily removed by a standard push broom or vacuum. Any costs incurred by OCCC for trash not removed by Lessee will be charged to Lessee at the prevailing rate.

The Lessee is responsible for returning the space to its original condition at the conclusion of the term of the lease. Any applicable charges may apply if cleanup is not complete.

OCCC provides one trash haul per show. One haul consists of one (1) trash compactor, one (1) cardboard compactor, and one (1) open top compactor per show. Additional dumpsters or additional trash hauls will be billed at the prevailing rate.

### **3. Key Cards and Secure Rooms**

Key cards are available to access meeting rooms. Requests for key cards should be made through OCCC Event Management.

Five (5) key cards per room can be issued at no charge. Additional key cards will be charged at the prevailing rate. All key cards must be returned within three (3) days after the last day of the Lease. Charges for secure rooms and key cards not returned are listed on a separate rate schedule.

Secure rooms are under complete control of Lessee. OCCC will access secure rooms only in emergency situations, e.g., fire alarm. Lessee is responsible for daily locking and unlocking of each secure room for event activities. Arrangements must be made through the Food Service Partner for delivery and removal of food and beverage service. Cleaning arrangements must be made through OCCC Event Management.

### **4. Lighting**

Rent includes lighting in public concourse areas and meeting rooms during move-in, show, and move-out. During move-in and move-out, fifty percent (50%) exhibit lighting will be provided at no charge in exhibition halls.

One hundred percent (100%) exhibit lighting will be provided in exhibition halls during show hours beginning forty (40) minutes prior to show opening on first day and twenty (20) minutes prior to opening on subsequent days. Additional lighting in exhibition halls must be scheduled through OCCC Event Management and may be subject to a fee of \$150 per hall, per hour.

### **5. Material/Equipment Movement and Display Vehicles**

All equipment and freight shall be loaded/unloaded in the appropriate building dock area at all times. The loading/unloading of equipment and/or freight from the main guest exterior entrance areas in front of either building is strictly prohibited.

OCCC Security may give permission for no more than three (3) tractor/trailer cabs/trucks or other gas/diesel power equipment with motors idling in Exhibit Halls West A, B, C, D, or North/South, AB, for loading/unloading at any one time. Special ventilation is required prior to entry. Subdividing these halls will limit the number of cabs. Cabs/trucks, with motors idling are not permitted in Exhibit Halls West E and F, as appropriate ventilation is not available.

Non-gasoline powered motorized vehicles or bicycles may be operated in OCCC's exhibition halls during move-in and move-out days only. The use of gasoline powered vehicles is prohibited inside OCCC. Persons under the age of sixteen (16) are not permitted to operate a motorized vehicle on OCCC property.

Motorized vehicles, personnel carts, forklifts, pallet jacks, and other wheeled vehicles with steel and/or hard metallic wheels are not permitted in OCCC's concourses, lobbies, and registration areas. Bicycles may be walked, not ridden, across these areas. Lifts or other wheeled vehicles approved for use in carpeted areas shall have non-marking tires, or tires that are covered with carpet tape or heavy-duty polyethylene sheeting.

## *Facility Services, Continued*

Doorways, carpeted areas, and terrazzo floors must be protected from the movement of crates, registration counters, pallet jacks, plants, sign-hanging activities, and all other rolling stock during move-in and move-out. When off-loading counters, booths, and other heavy objects, the use of floor protection and extreme care is required. Carpeted areas must be protected by the use of a minimum six (6) mil polyethylene sheeting (reinforced preferred).

Vehicles that remain in the exhibition hall as part of a display must have the battery cables disconnected. The gas tank must either be taped shut or have a lockable gas cap and may contain no more than one-half (1/2) tank or ten (10) gallons of fuel, whichever is less.

For heavy objects, temporary carpet or plywood on top of reinforced polyethylene sheeting must be used to protect OCCC's carpet and terrazzo. Worn or torn sheeting must be replaced immediately. Heavy objects are defined as items in excess of 1500 lbs., exceeding the limits of an average pallet jack. If protective materials are taped to the floor, refer to Item 11 (Tape Removal).

Personal transport equipment such as rollerblades, Razor scooters, skates and skateboards are not permitted to operate on OCCC premises.

Electric wheelchairs and Segways® are permitted to operate on OCCC premises. Prior approval of the Lessee is required for operation of Segways® on the show floor. Safe operating practices shall be used at all times. Rental of these personal transportation devices must be arranged through the OCCC's onsite business center partner.

## **6. Movable Walls**

The movable walls in the exhibition halls and meeting rooms must be installed and removed by OCCC personnel only.

## **7. Parking Fees and Parking Facilities**

OCCC charges a parking fee per entry to all users of its parking areas at the prevailing rate on move-in, show and move-out days. Exhibitors receive daily in/out privileges with a valid parking receipt and exhibitor badge. Overnight parking on OCCC property is prohibited. Recreational vehicles (RVs) may use OCCC's parking area for parking purposes only.

Parking in the loading dock basin or on dock ramps is prohibited and violators will be towed at the owner's expense.

Lessee shall not place exhibits outside OCCC or in any parking area unless that area has been leased as exhibition space.

Tents and other structures placed in parking areas must be approved by OCCC Event Management and applicable permits must be acquired. Non-destructive methods of supporting structures are preferred, i.e., sand bags, water bags, etc. Any pavement penetrations must be approved by OCCC Event Management and repaired per OCCC Facility Maintenance guidelines.

## **8. Recycling and Bulk Waste**

OCCC complies with Orange County's recycling program. OCCC has obtained an 80% recycling rate of dry waste. To help ensure OCCC's future success, material disposal shall be handled as follows.

Cardboard can only be disposed of in separate, specially marked compactors dedicated for "cardboard only." Any other type of material in the compactor that would contaminate the contents including, but not limited to, wooden materials, wooden pallets, cement blocks, carpet, padding, or hazardous materials, should not be placed in cardboard compactor.

Bulk and irregular waste can only be placed in open-top dumpsters. Waste shall not extend beyond the top or sides of the dumpsters.

Recycling cans for office paper are available at the request of the Lessee.

## **9. Room Changeovers**

The initial room set is complimentary for all meeting rooms (theater, classroom, conference, banquet or reception style) and exhibition halls (used for general session and/or banquet style), within the limits of OCCC inventory, during the term of the Lease. The convention center does not provide riser or tiered seating.

Changes to the approved set five (5) days or less prior to the first move-in day will be charged at the prevailing rate. This includes, but is not limited to, the addition or removal of inventory, e.g., tables, chairs, riser, performance staging, and lecterns.

Changeover charges are outlined on a separate rate schedule (see OCCC's Event Personnel, Services, Equipment and Utilities rates). Equipment, e.g., chairs, tables, risers, performance staging is provided within the limits of OCCC's inventory. If inventory limits are exceeded, equipment rental is the responsibility of Lessee.

## **10. Storage**

Limited storage for crates, equipment, or supplies is available within specifically marked areas on OCCC loading docks, during the term of a Lease. These areas are not available for storage before or after the term of the Lease. Stored items may not be located in, nor may they block, doorways, exits or fire equipment. Crates, cardboard boxes, or fiberglass cases may not be stored inside the OCCC, including service corridors, meeting rooms and exhibit halls.

All other storage arrangements must be made with Lessee's general contractor. Storage by Lessee or contractors in facility service corridors is strictly prohibited.

## **11. Tape Residue Removal**

Lessee or its general contractor is responsible for the removal of all tape and residue marks from the exhibition hall, concourse, and meeting room floors. The repair cost for any damage caused to a surface by the use of inappropriate cleaning chemicals or tools will be billed to the Lessee.

The use of high residue tape is prohibited on terrazzo floors and carpeted areas. OCCC requires the use of low residue resistant carpet tape, e.g., Polyken 105C or Renfrew #174, and low residue safety tape, e.g., Asiachem SST-736 or approved equivalent. Tape or residue left on any surface will be removed by OCCC and the cost of the removal will be billed to Lessee.

## **12. Underground Utility and Service Corridors**

Lessee, and/or its general contractors, are not permitted to use the underground parking area, underground loading docks or underground utility corridors to transport equipment during move-in and show move-out. The use of service corridors for movement of inventory requires prior approval by OCCC Event Management.

## **13. Covered Booths, Multi-Level Booths and Interior Tents**

Interior tents, erected as part of an exhibit in an exhibit hall, should adhere to OCCC's Multi-Level and Covered Booth Guidelines whether over or under 300 square feet.

Refer to Multi-Level and Covered Booth Guidelines on page 28.

## **14. Exterior Tents, Exhibits and Demonstrations**

If stakes or other items are inserted into the grass, asphalt, and/or concrete pavement to anchor the tent, the Lessee is required to conduct a locator search of buried underground utilities using Sunshine State One-Call of Florida, Inc. at [www.callsunshine.com](http://www.callsunshine.com). Repair expenses incurred by OCCC to restore grounds and parking lots to their pre-exhibition condition will be billed to the Lessee.

Contact OCCC Event Management for information on obtaining a permit for exterior tent installation.

All exterior exhibit space must be leased and requires prior approval from OCCC Event Management, regardless of Lessee's contracted space agreement.

## **15. Drilling**

Drilling into the Convention Center's walls, floors and ceiling is strictly prohibited.

## **16. Washing of Vehicles – Environmental Regulations**

The washing of vehicles for display purposes is prohibited within any OCCC interior location or OCCC paved exterior location (parking lot or road). Runoff water from vehicle washing must not enter any area storm drains, which are located within close proximity to OCCC paved roadways and dock basins. Vehicle washing is only permitted on designated grassy area, where water runoff can filter through the ground, per local environmental standards.

# FLOOR PLANS, PROPERTY AND REGISTRATION AREAS

---

## 1. Abandoned Property

Any property unclaimed after forty-eight (48) hours following the term of the Lease will be considered abandoned by Lessee, its contractors, or exhibitors. OCCC may take possession of it and treat it as its own or dispose of such property without liability. The Lessee shall be liable for any cost incurred, including, but not limited to, storage, if applicable, and disposing of the abandoned property.

## 2. Freight Deliveries

Freight or package deliveries, etc., will not be accepted by OCCC at any time. Shipments delivered to OCCC during the term of the Lease must be to the attention of the Lessee's general contractor or OCCC exclusive Business Center. Events without a general contractor should contact OCCC Event Management for referral to OCCC's exclusive Business Center.

## 3. Floor Plans

Floor plans, including general session, registration, and pre-function space, must be submitted to OCCC Event Management at least six (6) months prior to the event for approval by the Orange County Fire Rescue Department. Applications may be obtained from OCCC Event Management. Lessee must remit fees for approval of plans per Orange County Fire Rescue fee schedule.

Exhibit hall floor plans should be submitted to Orange County Fire Rescue Department for approval prior to the sale of exhibit space by the Lessee. Floor plans must be to scale and include OCCC's utility grid and all exiting doors. Plans must include the name, dates, and location of the event. Exhibit plans may be submitted separately from general session, registration, and pre-function plans. If the Lessee's general contractor is unable to provide scaled plans, they are available upon request through OCCC Event Management.

## 4. Lessee's Property

The Lessee assumes full responsibility of safeguarding display booth, advertising material, goods held for display or sale, and all other property owned or used by Lessee or any of its exhibitors or invitees. Lessee hereby waives any claims against OCCC and the persons described for damages to or loss of the property.

## 5. Registration Areas

OCCC provides registration space in public areas that includes air conditioning on a complimentary basis. Should Lessee place registration inside the exhibition hall(s), the hall(s) must be rented at the show day rate on open registration days, or charges for air conditioning will be incurred.

Registration counters may be set up only in designated areas. In order to provide safe and attractive access to OCCC, any registration areas, entrance units and other show specific displays may only be installed in public areas during times when it does not conflict with the activity of other events already in progress. In the occurrence of multiple OCCC events, drape lines are required to cover construction or demolition of registration areas in public space. Access times to all public space must be scheduled through OCCC Event Management. Contact OCCC Security for more information.



# PERSONNEL SERVICES AND EQUIPMENT

---

## 1. Baggage Check

Baggage check service is available through a preferred provider. Arrangements can be made through OCCC Event Management.

## 2. Box Office

The use of a full function box office is available through OCCC. The services and rates are listed in the OCCC Event Personnel, Services, Equipment and Utilities Rates for Show Management. Arrangements can be made through OCCC Event Management.

## 3. Emergency Medical Service

OCCC strongly recommends that Lessee consider obtaining the services of an emergency medical service provider during their event. First Aid Rooms are available for Lessee's use. A list of emergency medical service providers is available through OCCC Event Management.

A Lessee contracting emergency medical service is required to inform OCCC Event Management of the supplier's name, service location, type of service, and hours of operation.

OCCC will inform Lessee of any additional medical emergency procedures required.

Concurrent events contracting emergency medical services may share First Aid Rooms or designate one of their leased rooms to house this service.

OCCC reserves the right to require emergency medical services if deemed necessary based on the type of event.

## 4. Event Security Service

OCCC maintains twenty-four (24) hour building security in the public halls, corridors, and grounds.

The Lessee is responsible for retaining the services of an Event Security Service. A minimum level of event staffing is required, to include rover position(s) for each exhibit hall that is under the clients' lease agreement.

To secure the leased premises and support areas, the Security Provider must be selected from the eligible list available on OCCC's website or enter into an agreement with OCCC to operate within the facility.

A minimum level of event security staffing is required and is subject to approval by OCCC event security staffing representatives. Coverage must commence at the first minute of move-in and continue through the completion of move-out.

Event security personnel must be posted before any equipment, show material, or freight may be moved into the facility. Twenty-four (24) hour security service coverage is required in exhibit hall areas.

*Personnel Services and Equipment, Continued*

During move-in and move-out, event staff must help ensure compliance with OCCC energy conservation policies. Exhibit hall doors adjacent to air conditioned concourses must be kept closed, except when in use for pedestrian or equipment transport. Event security supervisors are expected to review and emphasize this door policy during daily briefing and to work with OCCC personnel to minimize the loss of air conditioning.

At least one (1) event security person must be posted at any open freight door during move-in and move-out. No freight or personnel door(s) will be opened until event-security personnel have been posted.

A detailed security plan must be submitted for review to OCCC Event Security representatives no less than twenty one (21) days prior to the beginning of the Lease Term. The plan will indicate the number of event security personnel and supervisors, dates, times, and assigned locations. OCCC may request reasonable modifications to plans and will require that any plan meets the minimum requirements of OCCC regulations.

Event Security levels for events that are additional to the public, youth events, ride and drive events, and/or sporting events, may have coverage requirements that will be determined on a case-by-case basis which may include off duty Orange County Sheriffs Deputies. Contact OCCC Event Security representatives for more information.

The Event Security Service provider may not place locks or chains on exhibition hall, meeting room, or office doors. Keys for exhibition hall doors are not available, but Lessee may issue meeting room key cards to his or her event-security provider. See Facility Services, Item 3, Key Cards and Secure Rooms.

Event security personnel must immediately report any and all incidents to OCCC Security. An event security supervisor must be available to take reports on all incidents (theft, injury, etc.) that occur in areas under the care, custody, and control of Lessee. Copies of all incident reports must be submitted to OCCC Security within twenty-four (24) hours of each and every reported incident.

Only licensed law enforcement officers may carry firearms in the facility. Law enforcement officers are required for events that generate large quantities of cash, display products with extraordinary value, require special crowd control and/or heavy traffic flow, or pose harmful or threatening situations. OCCC reserves the right to determine the minimum number of officers and assigned locations based on individual event requirements.

Lessee and exhibitors shall secure the necessary licensed law enforcement officer services through the Event Security Service provider retained for the show.

## **5. Performance Audio and Lighting**

*(See appendix or website for additional information.)*

Performance audio and lighting services are available in the Chapin Theater. Performance audio and lighting equipment, operator rates, and operating policies are outlined on separate rate schedules.

Services of a preferred "in-house" audio/visual production provider are available through OCCC upon request.

Contracted audio/visual suppliers may feed signals into the house sound system as outlined in the Electronic System Guidelines.

## **6. Service Personnel**

Personnel are available at the prevailing rate. Services and rates are outlined in the OCCC Event Personnel, Services, Equipment and Utilities Rates for Show Management.

All other personnel employed by Lessee or its contractors shall be the responsibility of the Lessee. Individuals working at OCCC must wear an approved photo identification badge provided by their respective employer or obtained from OCCC's Security Office.

## **7. Rental of Equipment**

Rental equipment and the prevailing rates are listed in the OCCC Event Personnel, Services, Equipment and Utilities Rates for Show Management. OCCC equipment must be set up and operated by authorized OCCC personnel. Labor charges for operators shall be in addition to the rental charge for equipment.

Tables and chairs, when used for exhibits, will be charged at the prevailing rates.

# SAFETY AND FIRE REGULATIONS

---

## 1. Capacities

OCCC will not permit any leased space to be occupied by persons numbering greater than the listed capacities.

## 2. Catwalk and Roof Access

Access to the catwalks is limited to show management approved personnel. This may include the event related placement of control equipment. Arrangements must be made through OCCC Event Management. No event equipment or activity is permitted on the OCCC roofs.

## 3. Doors

In compliance with N.F.P.A. Life Safety Code 101 and Orange County Fire Regulation 6005, OCCC doors cannot be blocked, propped open, or altered in any way.

## 4. Escalators, Passenger Elevators and Moving Sidewalks

Escalators, moving sidewalks, and passenger elevators are provided for use by the general public and may not be blocked or used to transport equipment or freight. Freight elevators are available in limited locations; please contact OCCC Event Management for details. OCCC has multiple freight elevators located throughout the facility that should be utilized when transporting freight and equipment in accordance with posted weight restrictions.

## 5. Fire Regulations

*(See appendix or website for additional information.)*

Exhibitors, general contractors, and event promoters must comply with all federal, state, and local fire regulations and building codes that apply to places of public assembly (Orange County Standard 6005). All curtains, bunting, draping, etc., must be made of flame retardant materials.

Fire fighting and emergency equipment including fire extinguishers, strobes, fire hose cabinets, and standpipes may not be hidden, blocked, or obstructed. All emergency exits, hallways, and aisles leading from OCCC must be kept clear and unobstructed. Fire lanes must be left open at all times.

Lasers, welding, and/or cutting equipment is prohibited in OCCC except as part of an exhibit and must be approved in advance by the Orange County Fire Rescue Department through OCCC Event Management.

## 6. Refrigeration Trucks

The OCCC requires the use of electric refrigerated trucks for the storage of perishable freight at the loading docks of the North/South Concourse. Arrangements for loading dock access for diesel refrigerated trucks in the West Concourse must be made in advance through OCCC Event Management.

## **7. Fog/Smoke Machines**

Approval must be obtained through OCCC Event Management 72 hours prior to first use. A schedule for the use of fog/smoke machines that includes rehearsal and show times must be submitted in advance to OCCC Event Management. Smoke/fog atmosphere effect must not impede visibility or egress.

Fog/smoke machine usage is limited to water-based chemicals.

Notification of use of fog/smoke machines less than 72 hours prior to first use may result in denial of use.

## **8. Hazardous Chemicals and Materials**

The Lessee shall not bring upon the premises any exhibit, equipment or vehicle that, in the judgment of OCCC, would be, or might be, dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of OCCC. Hazardous chemicals and materials, including, but not limited to, pesticides, herbicides, poisons, flammable and combustible liquids, hazardous gases, and chemicals (including oxidizers) are prohibited inside OCCC.

Compressed inert gases may be used provided the vessels are stored in a safe manner. Demonstrations involving inert gases must comply with all federal and local regulations.

Gasoline, kerosene, diesel fuel, combustible gases, or other flammable liquids may not be stored (permanently or temporarily) in OCCC during an event or during move-in and move-out.

The Lessee is responsible for removal of hazardous waste and must comply with all applicable federal, state, and local regulations. Hazardous waste includes materials that are ignitable, corrosive, reactive, toxic, or biohazards (as defined under 40 CFR 261 subpart C and D). If materials are questionable, contact OCCC Event Management. Costs or applicable administrative expenses incurred by OCCC for the removal of hazardous waste left in, or about, OCCC will be assessed to the Lessee.

## **9. Hazardous Work Areas**

During move-in and move-out, leased space, loading docks, truck staging areas, and service corridors are considered hazardous work areas.

The following are strictly prohibited:

- Alcoholic beverages
- Possession or use of controlled substances of any kind
- Horseplay
- Practical jokes
- Speeding or reckless use of vehicles or equipment
- Music or noise that may limit the audibility of back-up signals, fire alarms or emergency messages
- Children under sixteen (16) years of age

## **10. OSHA Standards**

Lessee, providers, and contractors must comply with the most current edition of the Occupational Safety and Health Administration (OSHA) standards. OSHA standards can be accessed online at: [www.osha.gov](http://www.osha.gov).

## **11. Package and Vehicle Inspection**

Vehicles, cartons, packages or other containers brought in or removed from OCCC may be subject to random inspection by OCCC Security.

## **12. Permits (Cooking, Covered Exhibits, etc.)**

Special permits are required for event activities and exhibits that involve cooking, lasers, pyrotechnics, tents, multi-level or covered exhibits, and/or other potentially hazardous situations. Each situation must be individually approved. Permit information may be obtained by contacting OCCC Event Management.

- a. Cooking notices must be obtained from OCCC Event Management. A 2-A, 40-BC fire extinguisher must be in the booth, no more than thirty (30) feet from each cooking device. Lessee shall comply with all Orange County Health Department rules and regulations.

Events involving cooking or food preparation must provide an appropriate number of utensil clean-up areas. Disposal of cooking residue into OCCC's drainage system is prohibited. Lessee shall provide holding tanks for disposal of cooking residue (oil, grease, etc.) and these must be removed at the end of the lease. OCCC has grease barrels and portable sink units available at prevailing rates. Lessee must make arrangements for proper disposal of cooking residue. Costs or expenses incurred by OCCC for the removal of cooking residue left in or about OCCC will be assessed to the Lessee.

- b. Multi-level or Covered Exhibits Guidelines are available in the Appendix section of this Operational Policies document. Fire watch personnel or automatic extinguishing systems are required. Lessee will be charged for fire watch personnel per County's fee schedules.

## **13. Safety Railing**

All performance stages and meeting room risers not positioned with the rear of the stage, or riser flush against a wall, must be equipped with safety railing. Lessee is required to sign a waiver of liability should they request the removal of the railing.

All performance staging stair units are equipped with non-removable handrails.

## **14. Security**

Weapons may be displayed as part of the exhibitor's static display, providing the necessary precautions have been instituted with approval by OCCC Security and the OCCC Risk and Safety Administrator.

Firearms require OCCC's "Firearm Permit Checklist" form to be completed and submitted to OCCC Security prior to the arrival of the client to the leased space. Contact Event Management to obtain "Firearm Permit Checklist" form.

OCCC recognizes the holder of a class "B" security agency license, to include Security consultants. An unlicensed security consultant cannot exercise operational control of a licensed agency or an agency's licensed personnel. Only licensed law enforcement officers may carry firearms in the facility.

## **15. Smoking**

In compliance with the Florida Clean Indoor Air Act, Florida Statutes Section 386.204, smoking is not permitted within OCCC. The Lessee or its general contractor shall post appropriate signage and enforce this policy.

## **16. Personal Transport Devices**

Personal transport equipment such as rollerblades, Razor scooters, skates, and skateboards are not permitted on OCCC premises.

Electric wheelchairs and Segways® are permitted to operate on OCCC premises. Prior approval of the Lessee is required for operation of Segways® on the show floor. Safe operating practices shall be used at all times in the operation of Segways® and electric wheelchairs.

Segways® and electric scooter-style wheelchairs are currently the only personal transport equipment with rubber wheels allowed in OCCC concourses, lobbies, and registration areas. Non-gasoline powered motorized vehicles, such as electric carts and bicycles, may be operated in OCCC's exhibition halls during move-in and move-out days only. Bicycles must be walked, not ridden, across any OCCC concourse, lobby or registration area. All vehicles, transport devices, and equipment must be operated in a safe manner.

Motorized vehicles, such as personnel carts, forklifts, pallet jacks, and other related motorized vehicles with steel and/or hard metallic wheels are not permitted on OCCC's concourses, lobbies, and registration areas. Lifts or other wheeled vehicles approved for use in carpeted areas shall have non-marking tires, or tires that are covered with carpet tape or heavy-duty polyethylene sheeting.

## **17. Buried Underground Utilities**

*Sunshine State One-Call of Florida, Inc.*

Lessee is required to conduct a locator search of buried underground utilities using Sunshine State One-Call of Florida, Inc. when outside exhibit installation is required into OCCC grounds and parking lots. Lessee is responsible for any damages or injuries due to improper installation of exterior exhibits. Repair expenses incurred by OCCC to restore grounds and parking lots to their pre-exhibition condition will be billed to the Lessee.

# TAXES AND MISCELLANEOUS

---

## 1. Americans with Disabilities Act

In regard to the Americans with Disabilities Act and all regulations thereunder, OCCC shall be responsible for the permanent premises access accommodations, such as, but not limited to, wheelchair ramps, elevator standards, door width standards, and restroom accessibility. The Lessee shall be responsible for non-permanent accessibility requirements, such as, but not limited to, auxiliary aids for the visually impaired, hearing impaired, and mobility impaired, meeting room seating arrangements and exhibition accessibility.

## 2. Animals

Animals are not permitted on OCCC's premises except in conjunction with an approved exhibit or as service animals for the physically challenged. Animals that are approved to be on OCCC's premises must be on a leash, within a pen, or under similar control. The owner will be fully responsible for his/her animal(s). Animal exhibits are not permitted on carpeted areas of OCCC.

## 3. Discrimination

A Lessee conducting an event open to the public shall not discriminate against any person because of sex, race, color, religion, ancestry, national origin, or disability. The Lessee shall not directly or indirectly display, circulate, publicize, or mail any advertisement, notice, or communication which states or implies that any facility or service shall be refused or restricted due to discrimination.

## 4. Gratuities

OCCC policy prohibits any OCCC employee from accepting gifts, gratuities, or any other favors from parties doing business with OCCC pursuant to the Orange County Personnel Policy Manual, Code of Conduct.

## 5. Residual Matters

OCCC reserves the right to alter and/or amend its Operational Policies. OCCC Executive Director shall determine any matters not expressly covered by the Operational Policies.

## 6. Sales Tax

Lessee may be liable for collection of tax on the sales of tangible personal property (books, tapes, souvenirs, etc.) and certain services unless the transaction is specifically exempt. Sales to nonprofit organizations that hold a valid Florida Consumer's Certificate of Exemption (Form DR-14) are exempt from tax. Exhibitors do not need to register and collect tax if the written exhibitor agreement prohibits the sale of taxable goods or services on site. If exhibitors are permitted to sell taxable goods or services on site, exhibitors must register as a dealer with the Florida Department of Revenue. Additional information is available online at [www.myflorida.com/dor](http://www.myflorida.com/dor) or by calling 1-800-352-3671. See Florida Statute 212 ([www.leg.state.fl.us](http://www.leg.state.fl.us)) for more information.



## **7. Taxes and Miscellaneous**

### *Lottery, Games of Chance, Raffles*

Florida State Statutes regulate raffles, lotteries, and various games of chance.

See [www.myfloridahouse.gov](http://www.myfloridahouse.gov) or [www.leg.state.fl.us](http://www.leg.state.fl.us) for additional information regarding Statute #849.0935 addressing non-profit organizations and drawings of chance, and Statute #849.094 addressing drawings of chance by business organizations.

Also refer to the Department of Business and Professional Regulations with the State of Florida at [www.myflorida.com](http://www.myflorida.com) for more information.

# **ORANGE COUNTY CONVENTION CENTER ENVIRONMENTAL POLICY**

---

The Orange County Convention Center is committed to conducting its operations in an environmental responsible manner by the establishment of an environmental management system. In fulfillment of this commitment, it is the policy of the Orange County Convention Center to emphasize:

- Oppportunity for pollution prevention
- Conservation of resources
- Continual improvement of environment practices
- Compliance with environmental laws and regulations

This policy is communicated to all Orange County Convention Center employees through training and education and will be made available to our customers, the public and any pother interested parties.

# ORANGE COUNTY CONVENTION CENTER ELECTRONIC SYSTEMS GUIDELINES

---

In order for the Orange County Convention Center (OCCC) to provide the best possible service and consistent products to our clients, the following interface and building systems policies are applicable.

1. OCCC owned systems, lighting, audio, electronic signage, coax, etc., shall be maintained and operated exclusively by OCCC employees.
2. OCCC Technical Services provides all connectivity to in-house audio, lighting, electronic signage, and/or coax infrastructures. Please note that the user must provide any interface cables.
3. Line Level devices may be interfaced into the house audio system via the available line level inputs. Each meeting room is equipped with one line level input (XLR connector). There is a wall mounted volume control which adjusts the output level of the Line Level Input.
4. Each meeting room is also equipped with three (3) microphone level inputs. If a meeting room requires additional audio inputs, or if the vendor chooses, appropriate audio mixing consoles may be utilized. See published rate schedule for patch fee charges.
5. When audio input requirements exceed four (4) audio sources (microphones/or other audio devices), OCCC recommends that a technician (provided by the contracted AV vendor) operate the equipment. See published rate schedule for patch fee charges.
6. To ensure availability of requested interfaces with OCCC owned systems, all requests for services from OCCC should be made at least 21 days prior to the event. Requests should be coordinated via OCCC Event Management, 407-685-9882.
7. Meetings utilizing the in-house audio system may be recorded via the audio recording infrastructure. There are two recording rooms in each building. There is a fee for the use of the recording infrastructure. See published rate schedule for applicable charges.
8. Cable television/HDTV signals are available in all exhibit halls and most, but not all, meeting rooms and public spaces. Coax cable is provided for any Exhibit Hall drops from the catwalk to the location where the signal cable is required. Viewing equipment (video monitors with a tuner) and coax cables (except for the initial drop in exhibit halls) are NOT included. Please note that available decoder boxes are required for HDTV. The signal is provided by Bright House Networks. Lessees with an event contract may have these services added to the master invoice; all other customers must order this service through OCCC Exhibitor Services.
9. Routing of client audio and/or video signals through OCCC infrastructures is available via coax or audio infrastructure(s). Labor and equipment charges may apply. See published rate schedule for patch fee and/or labor charges.

10. Wall mounted lighting controls are available in all meeting rooms. OCCC Technical Services configure lighting to accommodate projection screens where possible to do so. When modifications require system programming, labor charges will apply. Remote control devices for lighting control are available in limited sections of the facility. Equipment fees for these devices are listed on the published rate schedule.

Background music is available in most areas of the complex. Volume levels can be adjusted by wall mounted controls in each meeting room. Background music cannot be provided to any public ticketed event. Common public areas are exempt and background music can be broadcast to these areas without the requirement of a music license (ASCAP/BMI). Music provided by clients can be broadcast into leased spaces if the client has the appropriate music license. Private events may receive background music in any leased space(s).

For clarification or assistance with any electronic system needs, please contact OCCC Technical Services at 407-685-9825.

**Note:** On-site requests for service may not be able to be fulfilled on the day the services are requested. Please order services in advance. The interface into the systems available in the Chapin Theater is not covered in this document. Information concerning this theater can be located on OCCC's website [www.occ.net](http://www.occ.net).

# ORANGE COUNTY CONVENTION CENTER EXHIBITOR AND EXHIBITOR APPOINTED CONTRACTOR RESPONSIBILITIES

---

These policies apply to all exhibitors and exhibitor appointed contractors for events held at the Orange County Convention Center.

1. All Exhibitor Appointed Contractors must complete and comply with the Contractor Security Agreement. Companies not in compliance with the Contractor Security Agreement may be removed from the building.
2. Adhesive-backed decals (stick-on), or similar items (except nametags), may not be distributed or used in OCCC.
3. Cooking notices must be obtained from your exhibitor manual or show management, completed and accepted by OCCC prior to any cooking activity. A 2-A, 40-BC fire extinguisher must be in the booth no more than thirty (30) feet from each cooking device. Exhibitor shall comply with all Orange County Health Department rules and regulations. Exhibits involving cooking or food preparation must provide a clean-up area or use those provided by show management. Disposal of cooking residue into OCCC's drainage system is prohibited. Holding tanks for disposal of cooking residue (oil, grease, etc.) are required. Show management must make arrangements for proper disposal of cooking residue. Costs or expenses incurred by OCCC for the removal of cooking residue left in, or about, OCCC will be assessed to the show management.
4. If permitted by show management, exhibitor rigging services are available through OCCC Exhibitor Services. If a rigging form is not included in your exhibitor kit, check with show management before placing an order for this service. Decorations, signs, banners, etc., may not be taped, nailed, tacked, stapled, or otherwise fastened to ceilings, walls, doors, windows, painted surfaces, or columns by exhibitors or their designee.
5. Exhibits or displays, equipment, stock, or supplies will not be allowed to enter or leave by way of the front entrances of OCCC.
6. For a charge, facsimile (FAX) and copy services are available at the Business Center.
7. Food and beverages are not permitted on premises unless purchased through OCCC's Food Service Partner or as an approved exhibit by the legal manufacturer and/or distributor. Food and beverages may not be brought in or delivered to OCCC for personal consumption. Exhibitors planning to distribute food and beverages, whether by manufacturer or distributor, must make advance arrangements with OCCC's Food Service Partner.
8. Freight deliveries will not be accepted by OCCC. Most carriers will not deliver to individual exhibits. Refer to your exhibitor kit or ask show management for proper drayage instructions.
9. Hazardous Work Areas - During move-in and move-out, exhibition halls, loading docks, truck staging areas, and service corridors are considered hazardous work areas. Alcoholic beverages, possession or use of controlled substances of any kind, horseplay, practical jokes, etc., are strictly prohibited. Speeding or reckless use of vehicles or equipment is prohibited. Music or noise that may limit the audibility of back-up signals, fire alarms, or emergency messages is prohibited. Children under sixteen (16) years of age are prohibited.

*Exhibitor and Exhibitor Appointed Contractor Responsibilities, Continued*

10. Holes may not be drilled, cored, or punched into any surfaces of OCCC.
11. Multi-level and/or covered exhibits require fire watch personnel or an automatic extinguishing system and submittal of scaled, stamped plans. Guidelines are available through your exhibitor kit, show management, OCCC Event Management, and on the website, [www.occc.net](http://www.occc.net). Exhibitors will be charged for fire watch personnel per the County's fee schedules.
12. The painting of signs, exhibits, or other objects is not permitted in OCCC.
13. Parking is charged on all move-in, show, and move-out days. Exhibitors receive daily in/out privileges with a valid parking receipt and exhibitor badge. Parking on the loading dock, in the dock basin, and inside OCCC is prohibited; violator's vehicles will be towed at owner's expense. Overnight parking on OCCC property is prohibited.
14. Permits are required for booths and/or exhibitor activity that includes cooking, lasers, pyrotechnic, tent, welding or cutting, multi-level or covered booths, or other potentially dangerous hazards. Each situation must be individually approved. Permit information may be obtained from your exhibitor kit, show management, or OCCC Event Management. Information is also available at [www.occc.net](http://www.occc.net).
15. In compliance with the Florida Clean Indoor Air Act, Florida Statutes Sections 386.205 and 386.206, smoking is not permitted in OCCC. The show management or its general contractor shall post appropriate signage and enforce this policy.
16. If approved by show management, static helium balloon displays are permitted after submitting a Balloon waiver and filing a damage deposit with OCCC Exhibitor Services. Helium balloons may not be used as giveaways. Helium tank storage inside OCCC is prohibited.
17. Tape used on exhibition hall floors must be low residue resistant carpet tape (Polyken 105C or Renfrew #147) or low residue safety tape (Asiachem SST-736 or approved equivalent). All tape must be removed from the floor and disposed of immediately after the event. Tape or residue left on any surface will be removed by OCCC and the cost of the removal will be billed to show management.
18. Vehicles that remain in the exhibition hall as part of a display must have the battery cables disconnected. The gas tank must either be taped shut, or have a lockable gas cap and may contain no more than one-half (1/2) tank or ten (10) gallons of fuel, whichever is less.
19. All telephone, Internet, wired and wireless data networking services (voice and data) and equipment and transmission lines are exclusive services, provided by OCCC's service partner. Exclusive services must be acquired from OCCC or its representative(s). Any products or services not supplied or supported by OCCC or its representative(s) that conflict with facility provided services, must be removed and/or replaced immediately at the client's expense.

For clarification or assistance, please contact OCCC Exhibitor Services at 407-685-9824 or [exhibit.services@occc.net](mailto:exhibit.services@occc.net).

# ORANGE COUNTY CONVENTION CENTER EXHIBITOR RIGGING INFORMATION

---

The Orange County Convention Center (OCCC) is the exclusive provider of rigging services. To provide the best possible service, the following guidelines are applicable.

1. Rigging must conform to show management rules, regulations, and facility limitations.
2. The exhibitor or exhibitor appointed contractor must be present for installation and removal of rigging.
3. Rigging plots, drawings, blueprints, or engineer's certification, when requested, must be submitted to OCCC Rigging Services at least twenty one (21) days in advance of the first move-in day for the show.
4. Rigging plots, drawings, and blueprints must include the location of the hang points, the height from the floor to the bottom of suspended item, and the weight of each point. Plots must also show booth outline with aisles and/or adjacent booths marked for reference.
5. Equipment, signs, products, etc., must be designed for safe suspension. Care must be taken to use only rated rigging hardware when designing, constructing, or purchasing such items. The manufacturer of rigging hardware used for overhead suspension must be legally liable for its products within the continental United States. Certification of annual inspection is required for electric chain hoist motors.
6. Points where span sets are used require a steel safety.
7. Assembly of equipment, signs, products, etc., is the responsibility of the exhibitor or exhibitor appointed contractor.
8. Equipment, signs, products, etc., deemed unsafe for overhead suspension by OCCC Rigging Services will not be approved for use. When possible, OCCC Rigging Services will recommend modifications for safe suspension.
9. To reduce cost, times and dates for rigging may vary during move-in and move-out of the show. The charge is a minimum of one (1) hour installation and one (1) hour removal.
10. Orders for rigging will be completed in the sequence of processing by OCCC Exhibit Services or at the discretion of OCCC Rigging service.
11. If a definitive date and time for installation or removal is required, labor will be billed at a minimum of four (4) hours for installation and four (4) hours for removal.
12. Rigging callbacks for adjustments, add-ons, etc., will be billed at a minimum of one (1) hour.

For clarification or assistance with Rigging, please contact OCCC Rigging Services at 407-685-5555 or [www.occc.net](http://www.occc.net).

# ORANGE COUNTY CONVENTION CENTER GUIDELINES FOR MULTI-LEVEL AND COVERED EXHIBITS

---

*Forward to Exhibitor Appointed Contractor (EAC), if applicable.*

## A. Definitions

**COVERED** – To place something over or upon an exhibit or portion of an exhibit, e.g., roof, ceiling, tenting, lattice, fabric, plastic, to cover the ground level and/or support decorative structures. The upper portion of a “covered” exhibit is not to be occupied.

**MULTI-LEVEL** – To construct a level or tier atop an exhibit or portion of an exhibit, to be occupied by one (1) or more persons.

## B. Guidelines for Covered Exhibits with Less than Three Hundred (300) Covered Square Feet

1. All materials used in the construction of covered exhibits, and all decorative materials within the exhibit, must be non-combustible or limited combustible (flame-retardant) materials. Certification of flame-retardant treatment, along with samples of said materials, must be submitted if requested by Orange County Fire Rescue Services Department. It is recommended that the certifications of flame-retardant treatments be available at show site.
2. Exhibitor must provide at least one (1) 2-A, 40-BC portable, dry chemical fire extinguisher. Fire extinguisher(s) must be mounted in a visible location, near exit doors, and be accessible at all times.
3. Guidelines for item C apply if booth contains an aggregate of covered materials with less than ten (10) feet separating the parts and equalizing three hundred (300) square feet or more, e.g., strips of fabric, spandex sails, tents, umbrellas, etc.

**C. Guidelines for Multi-level Exhibits (regardless of the size) and Covered Exhibits Larger than Three Hundred (300) Covered Square Feet**

Requests for construction of multi-level (regardless the size) or covered exhibits larger than 300 square feet must be reviewed by the Orange County Convention Center's Event Management Section and Orange County Fire Rescue Services Department. To ensure success of your exhibit, please read and comply with the following guidelines:

1. Plans should be submitted before exhibit construction begins and must adhere to the following:
  - a. They must be scaled, signed, and dated by a registered architect or engineer.
  - b. They must include the show name and dates.
  - c. They must include exhibitor's name and assigned booth number.
  - d. They must include directional information, i.e., indicate neighboring aisles and/or booth numbers.
  - e. Indicate maximum exhibit height within the booth. Height guidelines are established per event by show management. Refer to the Exhibitor's Manual for applicable guidelines.
  
2. Send two (2) copies of scaled, signed, and dated blueprints (with front and side elevations) by a registered architect or engineer, to:

**Use for all Personal Correspondence/Letters:**

Orange County Convention Center  
Attn: OCCC Event Manager Name  
Sales, Marketing, Event Management & Exhibitor Services Division  
P.O. Box 691509  
Orlando, FL 32869

**Use for all Express Deliveries:**

Orange County Convention Center  
Attn: OCCC Event Manager Name  
Sales, Marketing, Event Management & Exhibitor Services Division  
9860 Universal Boulevard  
Orlando, FL 32819



*Guidelines for Multi-level and Covered Exhibits, Continued*

3. All materials used in the construction of multi-level and/or covered exhibits and all decorative materials within the exhibit must be non-combustible or limited combustible (flame-retardant) materials. If requested, certification of flame-retardant treatment, along with samples of said materials, must be submitted to Orange County Fire Rescue Services Department. It is recommended that the certifications of flame-retardant treatments be available at show site.

The upper deck of multi-level exhibits, if larger than three hundred (300) square feet, shall meet the following requirements:

- a. Exhibits with an enclosed room or occupied second story must post notice at the bottom of the stairway, indicating maximum permitted occupancy (or total permitted weight load of the second level).
- b. If second level is to be occupied and greater than three hundred (300) square feet, two (2) stairways are required, remote from each other. If second level is to be occupied and less than three hundred (300) square feet, one (1) set of stairs is permitted. All stairs must be a minimum of three (3) feet in width, equipped with a handrail on at least one (1) side and constitute a "straight run" or be "squared off." Spiral stairs or winders are not permitted.
- c. Exhibitor must provide a portable fire extinguisher for each level or each covered exhibit or structure. At least one (1) 2-A,40-BC portable type fire extinguisher must be provided. Fire extinguishers must be mounted in a visible location, near exit doors, and be accessible at all times.

#### **D. Required Fire Watch Personnel**

Orange County Fire Rescue Services Department requires fire watch personnel for:

- All multi-level exhibits (regardless the size)
- All other covered exhibits exceeding three hundred (300) square feet.

The following guidelines apply:

1. The exhibitor is required to order fire watch personnel through the Orange County Convention Center, Event Management Section no less than two (2) weeks before the show moves in. Fire watch is required:
  - a. For all multi-level exhibits (regardless the size) and all other covered exhibits exceeding three hundred (300) square feet.
  - b. On all show days.
  - c. Beginning one-half (1/2) hour prior to show opening and ending one-half (1/2) hour following show closing. A four (4) hour minimum is required. Fire watch personnel are charged at the prevailing rate.

To place order, contact:

Orange County Convention Center, Event Management

Phone: 407-685-9882

Fax: 407-685-9866

### **E. Alternative to Fire Watch Personnel (Automatic Extinguishing System)**

This alternative to fire watch personnel applies to the first level of exhibits with an occupiable second level, regardless of the size, and/or single-story covered exhibits where the covered area exceeds three hundred (300) square feet.

1. Automatic sprinkler systems must be designed in accordance with N.F.P.A. 13 and Florida Fire Prevention Code.
2. These systems may be connected to the Convention Center's existing standpipe system. Connections to water systems must be supervised by Orange County Convention Center Staff.
3. Extinguishing system designs must be part of the original plan submissions. Orange County Fire Rescue Services Department requires permitting and testing.
4. Exhibits or structures protected by an automatic extinguishing system must have flow alarm, audible and visual, within that area. This alarm is to be a local type, sounding in the vicinity of the exhibit or structure.
5. Exhibitor must provide a portable fire extinguisher for each level or each covered exhibit or structure. At least one (1) 2-A,40-BC (5 lb. ABC) portable type fire extinguisher must be provided. Fire extinguishers must be mounted in a visible location, near exit doors, and be accessible at all times.

#### **If you have questions regarding these guidelines, please contact:**

Event Management

Orange County Convention Center

Phone: 407-685-9882

Fax: 407-685-9866

#### **If you have questions regarding Fire Code, please contact:**

Orange County Fire Rescue Services Department

Phone: 407-685-9811

Fax: 407-685-9866

### Covered Exhibits

299 sq. ft. or less

- Fire Watch or Extinguishing System

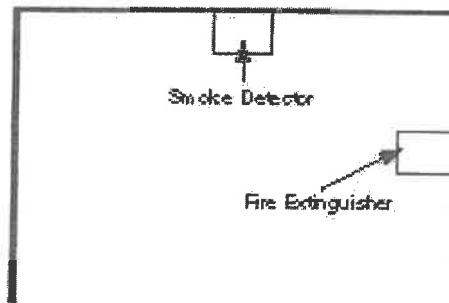
#### Not Required

- All booths to be constructed as required by applicable codes and standards

### Covered Booth, Tent and Theatre

300 sq. ft. or greater

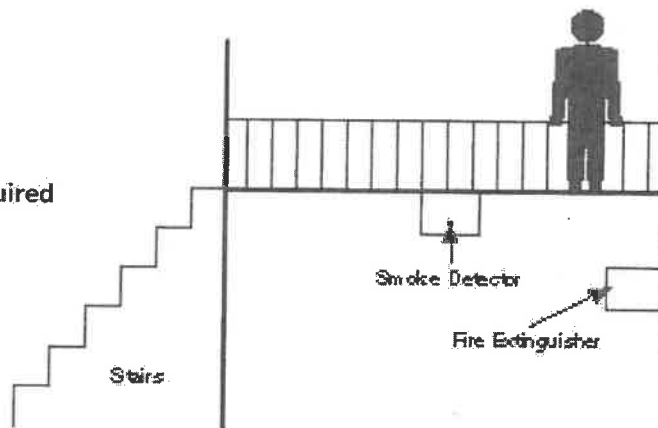
- Fire Watch or Extinguishing System **Required**
- All booths to be constructed as required by applicable codes and standards



### Multi-Level Exhibits

299 sq. ft. or less

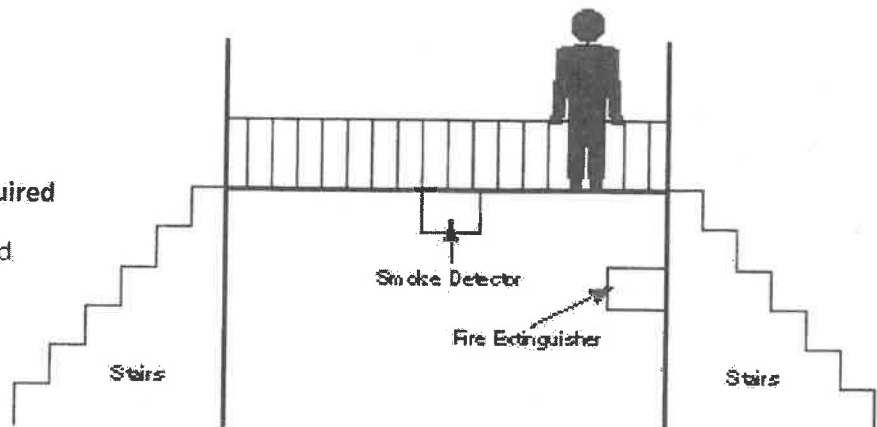
- Fire Watch or Extinguishing System **Required**
- Minimum **one (1) stair** required
- All booths to be constructed as required by applicable codes and standards



### Multi-Level Exhibits

300 sq. ft. or greater

- Fire Watch or Extinguishing System **Required**
- Minimum **two (2) remote stairs** required
- All booths to be constructed as required by applicable codes and standards





At the Orange County Convention Center we pride ourselves on being  
The Center of Hospitality, and our staff is always striving to exceed your  
expectations to make your event the most successful ever. If you would like  
additional information about our facilities, please call us toll-free at  
1-800-345-9845 or visit our web site at [www.occc.net](http://www.occc.net)

It's all about *your* experience!



**Orange  
County  
Convention  
Center**

The Center of  
Hospitality,  
where it's all about  
*your* experience!

*Orlando*

P.O. Box 691509  
Orlando, Florida 32869  
Ph. 407-685-9800  
Toll Free 800-345-9845  
Fax 800-345-9876  
[www.occc.net](http://www.occc.net)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.certs@Marsh.com Fax: 212-948-0500  945244-ALL-CAS-13-14	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : N/A	N/A	INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : ACE American Insurance Company	22667														
INSURER B : N/A	N/A														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> SeaWorld Parks & Entertainment, Inc. 9205 South Park Center Loop Suite 400 Orlando, FL 32819															

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> NYC-006889976-01	<b>REVISION NUMBER:</b> 1
------------------	---------------------------------------------	---------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			XSL G27328490	12/01/2013	12/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ISA H08815550	12/01/2013	12/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C47875043	12/01/2013	12/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
In support of SeaWorld Parks & Entertainment, Inc. d/b/a Sea World of Florida LLC and Orange County Convention Center Agreement. The Orange County Board of County Commissioners is included as Additional Insured with regard to general liability coverage where required by written contract. A Waiver of Subrogation in favor of Certificate Holder is applicable where required by written contract.

<b>CERTIFICATE HOLDER</b>  Orange County Board of County Commissioners Attn: Bradley W. Campbell 400 E. South Street, 2nd Floor Orlando, FL 32801	<b>CANCELLATION</b>  <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc.  Ryan O'Connor
---------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>SEA WORLD OF FLORIDA LLC</b>		
	Business name/disregarded entity name, if different from above <b>SeaWorld Orlando</b>		
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____		Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) <b>7007 Sea World Drive</b>	Requester's name and address (optional)	
	City, state, and ZIP code <b>Orlando, FL 32821</b>		
List account number(s) here (optional)			

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
9	5	-	2	7	0	7	5	3

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>3/12/14</u>
------------------	----------------------------	-----------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [IRS.gov](http://IRS.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.