



# Bismarck Event Center



## Building Policies and Procedures



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## SECTION 1 | TICKETS AND ACCESS

**\*NOTE: All ticketed events are subject to a facility fee as determined by the Bismarck City Commission.**

**Facility fee rates are set based upon type and price of tickets.**

### **USE OF COMPUTERIZED TICKETING SYSTEM:**

Unless other arrangements are made, all tickets sold or distributed for events at the Bismarck Event Center shall be through the computerized ticketing system established to service Bismarck Event Center events.

### **SALE/DISTRIBUTION OF HARD TICKETS:**

The LESSOR may allow the LESSEE to sell roll tickets for various consumer or trade shows with prior approval of the LESSOR. Roll tickets may be supplied by the LESSOR with the cost of the tickets paid by the LESSEE.

Tickets for any event may not go on sale to the public until a Lease Agreement, or Letter of Confirmation has been signed by both parties and a deposit has been paid to secure the date. (If LESSEE sells tickets – LESSOR shall be provided a notarized statement of how many tickets have been printed and sold for the event.)

### **CONVENIENCE FEES ON OUTLET AND TELEPHONE SALES:**

The LESSOR shall collect and retain all revenues derived from convenience fees paid by ticket buyers on all tickets sold at outlets, phones and internet.

### **MEDIA ACCESS:**

Only those members of the news media with proper working media credentials will be given media access to the Bismarck Event Center facilities for an event. If issued by the LESSEE, such credentials must state the areas of the Bismarck Event Center in which the media will be allowed, along with a time period when they will be allowed into these areas.

The LESSOR reserves the right to limit the news media's access to certain areas of the Bismarck Event Center at certain time periods in order to ensure that the LESSOR can properly control and manage the facility. Members of the news media without proper credentials may be denied media access to the event.

### **ADMISSION POLICY:**

1. All Bismarck Event Center patrons shall be prohibited from bringing food and beverages, bottles, cans, containers, alcoholic beverages, projectiles, banners, video cameras, digital or other recording devices (exact camera policy varies by event and promoter), weapons, items which may be used as weapons, incendiary devices or any controlled or illegal substances onto the Bismarck Event Center premises.
2. The LESSOR reserves the right to conduct a reasonable search of all persons and their possessions prior to entry. Persons entering or leaving the Bismarck Event Center may be subject to a reasonable inspection of cartons, containers, packages or person in order to ensure the safety of the general public and to reduce the likelihood of theft.
3. No re-entry with ticket stub is allowed. All tickets are scanned at entry and exit scanned if patron leaves building. Patron's hand is stamped and re-entry requires original ticket and hand stamp. For no re-entry events, patrons **will not** be able to re-enter without buying a new ticket.
4. No glitter, confetti, cans of silly string, toilet paper, air horns, lighter than air or helium balloons are permitted inside the Bismarck Event Center.
5. No animals will be permitted in the Bismarck Event Center unless the animal is part of the show or



exhibit, or if the animal is a service animal used by an impaired individual and only if the animal is on a leash, in a pen or in a caged area. No live animals which are part of a show or exhibit are allowed on any carpeted areas without proper matting on the floor. Under no circumstances shall live animals be located adjacent to booths or exhibits preparing, handling and/or dispensing food products.

6. A special request must be made to leave an animal or person associated with the EVENT in the Bismarck Event Center/Exhibit Hall overnight or during non-working hours. If permission is granted, a security guard must also be on duty, and the fee for this security will be billed to the LESSEE.
7. All backpacks, duffel bags, handbags, instrument cases, laptop bags, purses, shopping bags, tote bags, etc. are subject to search. The building may, in its sole discretion institute and notify the public of a "no bag" policy. Patrons may also be asked to hold open their coats for visual checks. All patrons are subject to search. All patrons refusing a search are free to leave the building.
8. In the interest of public safety, the Bismarck Event Center may, at its sole discretion, require the presence of Bismarck Police Department Officers during certain events. Officers are scheduled at the LESSEES expense subject to the rules of the Bismarck Police Department.

In the interest of public safety, the Bismarck Event Center may require at a minimum one (1) Event Security person to be stationed at each public entrance per event. The cost of the Event Security will be billed to the LESSEE.

**ADA SPECIAL NEEDS INFORMATION:**

For special needs seating requests, please contact our office at 701-355-1384. The Bismarck Event Center companion policy allows visitors with special needs to have one guest purchase an additional ticket in the designated ADA seating area. Designated handicapped seating and companion seating areas will be set according to event seating configuration.

**EXTERIOR DOORS:**

Under no circumstances shall any exterior doors be propped open or altered in any way.

**RIGGING/HANGING:**

Any rigging or hanging of items from the Bismarck Event Center ceiling or roof must be done by approved Bismarck Event Center personnel. Items to be hung must have prior approval from management. Any persons permitted to access the Bismarck Event Center roof or catwalk areas, must be 18 years or older and must sign a liability release. All rigging, hanging, and set-up must be done by approved Bismarck Event Center riggers and stagehands.

**CREDENTIALS OF WORKING PERSONNEL:**

All contractors, working personnel, temporary labor and other personnel working an event must enter and exit the Bismarck Event Center through designated entrances. Use of badges and other ID's may be required by the Bismarck Event Center.

**ACCESS:**

There shall be no access for street vehicles to the concrete pads, aggregate, or sidewalks surrounding the facility unless approved in advance by facility management. Use of landscaped areas on the premises by LESSEE is allowed only with written permission from Bismarck Event Center management.

A 24 hour advance notice/request is required for building tours or public showings.



## SECTION 2 | ADVERTISING AND PUBLICITY

### RELEASE OF ADVERTISING AND PUBLICITY:

LESSEE shall not advertise or publicize the event until the Bismarck Event Center Lease Agreement is fully executed. Advertising the event prior to this time may jeopardize LESSEE'S booking status.

### ADVERTISING:

All advertising must clearly state the total admission price, including facility fee. The locations where tickets may be purchased must also be included and the complete Bismarck Event Center logo shall be shown when applicable.

### BISMARCK EVENT CENTER TRADEMARK:

The name "Bismarck Event Center" and the Bismarck Event Center logo are trademarked. Unauthorized use of either is strictly prohibited. The LESSEE shall have the right to use both the logo and the Bismarck Event Center name only in the promotion and advertising of the event covered by the Lease Agreement. No other use of the name Bismarck Event Center or the Bismarck Event Center logo will be permitted by the LESSEE or the LESSEE'S exhibitors, employees, contractors or event attendees without prior written approval from Event Center management.

### BISMARCK EVENT CENTER MARQUEES:

The LESSEE can expect the LESSOR to advertise and publicize the event covered under this agreement at no cost on the Bismarck Event Center's 5<sup>th</sup> Street and 7<sup>th</sup> Street electronic marquees, message centers and website. The 7<sup>th</sup> Street marquee is restricted to the Bismarck Event Center designated ticketing company ticketed events only. The LESSOR shall solely determine the times when these messages shall run and the content of these messages. LESSEE shall have a signed lease and paid a building deposit (if required) before the event is advertised.

### BLOCKING/COVERING BISMARCK EVENT CENTER SIGNS AND OTHER AREAS:

The Bismarck Event Center's permanent signs, graphics or displays may not be blocked, obstructed or obscured in any manner nor may temporary signs or decorations be attached to permanent building graphics.

Utility panels, hose cabinets, exit doors, exit lights and related items may not be covered, blocked during an event. Clear and unimpeded access shall be maintained at all times to Bismarck Event Center concession stands, rest rooms and exits.

## SECTION 3 | EVENT SERVICES AND CONDUCT OF ATTENDEES

### PROHIBITED ACTIONS:

Abusive language(verbal and written), threat, assault, vandalism, theft, use of unauthorized alcoholic beverages and all other inappropriate actions may result in immediate removal from the Bismarck Event Center and arrest or prosecution of the parties involved.

**PROTESTORS:**

The Bismarck Event Center will abide by the First Amendment regarding protestors but areas rented by the LESSEE will be under LESSEE control during the rental.



**FIREARMS AND WEAPONS**

No guns, knives or other dangerous weapons are allowed in the Bismarck Event Center. Possession of a firearm or dangerous weapon in a publicly owned building is forbidden by state law, N.D.C.C. 62.1-02-05 (1) and by City Ordinance (6-08-02). Concealed weapons permits do not authorize possession within a publicly owned building. Violators will be prosecuted to the fullest extent of the law.

**MEDICAL STAFFING:**

In order to provide a safe and secure event for LESSOR and LESSEE'S patrons, emergency medical personnel may be provided during event times. The cost of these personnel will be paid by the LESSEE unless stated otherwise in the Lease Agreement.

**SMOKING:**

The Bismarck Event Center is a smoke-free facility. Smoking is prohibited in the building within twenty feet of all building entrances, exits, operable windows, air intakes and ventilation systems of enclosed areas in which smoking is prohibited. Smoking shall only be allowed in the designated smoking areas located outside the Bismarck Event Center. Smoking inside the Bismarck Event Center may result in immediate removal from the building. No tobacco products, including chewing tobacco, may be sold or handed out as samples anywhere on Bismarck Event Center property. (N.D.C.C. Section 23-12-10 and City Ordinance 5-12-03).



#### **SOLICITATION:**

No solicitation, distribution or sale of any items, including raffles, advertising materials, publicity materials or flyers of any type shall be permitted within the Bismarck Event Center without obtaining prior approval from the LESSOR and acquisition of proper permits, including a Transient Merchant's license or a gaming permit issued by the North Dakota Attorney General, if applicable.

Any flyers, handbills, stickers or other advertising, solicitation or publicity materials found on the Bismarck Event Center premises without prior authorization from the LESSOR shall be cleaned up by the Bismarck Event Center personnel with the cost of cleaning of each piece of material paid by the party distributing the material, the LESSEE, or to the entity advertising on the materials, at the rate of \$5.00 per piece or at other rates set solely by the LESSOR. Exhibitors shall be allowed to distribute brochures at their booths as part of their display.

The LESSOR reserves the right to take appropriate actions to stop anyone in violation of the policy prohibiting the distribution of materials on the Bismarck Event Center premises.

No adhesive-backed, stick-on decals, advertisements or handbills or similar items shall be affixed, used or distributed on the Bismarck Event Center property. Any such decals or stickers which are adhered to any surface of the Bismarck Event Center or on any equipment belonging to the LESSOR shall result in the LESSEE paying the LESSOR \$5.00 per sticker for their removal. Magnetic backed decals are allowed.

Helium balloons are not allowed in the Bismarck Event Center Arena at any time for any reason unless prior approval is given and an acceptance of liability form is signed. The LESSOR is responsible for any damage done to Arena air handlers if helium balloons are brought into the Arena building. Helium balloons are allowed in the Exhibit Hall as decorations only and must be weighted. No helium filled balloons shall be handed out in the facility. Any balloons which are released and float to the ceiling in the Exhibit Hall shall result in the LESSEE paying the LESSOR \$5.00 per balloon for their removal.

#### **BANNERS/POSTERS:**

To the extent allowed by applicable law, the LESSOR reserves the right to approve the content of the banner or poster or to have the banner or poster removed if portions thereof contain materials which are patently offensive in nature. Banners or posters displayed should be fitted with grommets and hung with rope or string if at all possible. Banners or posters cannot be hung using any tape except masking or gaffers tape. The LESSOR reserves the right to charge the LESSEE for removal of tape, tape residue and repair of the Bismarck Event Center which results from the posters and banners being hung with tape. The LESSEE is responsible for the prompt removal of all posters and banners immediately at the conclusion of the EVENT. If the LESSOR removes the posters and banners, the LESSEE shall pay all related costs. LESSEES should not stand on chairs to hang banners; a number of ladders are available from the Bismarck Event Center for this purpose. Nothing may be hung from the ceiling tile grid in any hallways, concourses or meeting room areas. Nothing may be hung or taped in any manner to portable or sound walls in the facility.

The Arena has a grid system for hanging temporary signs. The grid has a weight limit. No wooden signs can be hung on the temporary grid. Signs with grommets may be hung using zip ties with management approval.



#### **PARKING AREAS:**

Parking Lots C & D are free to public parking; however Lots B & E may require paid parking. Arrangements must be made with Event Center management to secure parking in the paid lots. Parking attendant wages may be billed to LESSEE to facilitate proper use of paid parking areas. A flat fee can also be negotiated for free parking in paid lots.

Bismarck Event Center employee parking areas and preferred parking areas are for the exclusive use of the LESSOR. All unauthorized vehicles will be removed at owner's expense.

Parking is only allowed in designated areas. Unauthorized vehicles parked in "no parking" areas will be removed at owner's expense.

#### **KEYS:**

Any keys issued to the LESSEE and not returned at settlement or the conclusion of the event will result in a \$50.00 per key cost charged to the LESSEE.

#### **HEATING/AIR CONDITIONING SERVICES:**

Air conditioning and/or heating shall be provided in normal and reasonable amounts during the LESSEE'S show hours.

#### **COMPRESSED AIR OR OTHER TANKS:**

Any tanks containing compressed air or other materials (helium, CO2) must be supported by a base or tied with non-combustible ties or chained to some type of support to prevent their tipping or falling. Any tanks not in use must have a protective cap attached at all times. LP tanks shall be limited to five (5) lbs. or less.

#### **COAT CHECK:**

The Bismarck Event Center coat check is open and free to the public unless an event would like to utilize the coat check exclusively. Then the LESSEE is responsible to collect 50% of the tip profits for the Belle Mehus Auditorium 100<sup>th</sup> Anniversary Capital Campaign. There is no charge to the LESSEE to use the coat check, so tip profits are to be shared. The Bismarck Event Center will provide the hangers and coat check tags.

## **SECTION 4 | FOOD AND BEVERAGE SERVICES**

#### **FOOD AND BEVERAGE SERVICES:**

Coca-Cola is the "Official Soft Drink," water and/or juice and sport drink of the Bismarck Event Center and Exhibit Hall. No competitive products may be sold, dispensed or served anywhere, anytime at the Bismarck Event Center. No sampling of competitive products will be permitted anywhere, anytime at the Bismarck Event Center. No permanent or temporary advertising, signage or trademark visibility for competitive products may be displayed or permitted anywhere within the facilities.

No outside food or beverages are allowed in the Bismarck Event Center. All food and beverages, with the exception of catering and liquor services, are provided by the LESSOR's authorized concessionaires. Catering services are furnished by approved outside caterers on a non-exclusive basis.

This list of approved caterers is available from the Bismarck Event Center. Liquor services are provided by the current exclusive liquor concessionaire. The contact name is available from the Bismarck Event Center.

Any exhibit booth selling food items or giving away food samples must be approved by the LESSOR prior to





move-in and must have a current food permit from the Public Health Department of the City of Bismarck, 500 E. Front Avenue, Bismarck, ND 58504, (701) 355-3400. Every organization or event offering food products must secure a temporary food permit. A temporary food permit may be acquired by individual vendors or by the organization sponsoring the event when food is offered. If an organization obtains a temporary food permit for the event, they are responsible for compliance with food code requirements for all vendors offering food during the event period. Applications for a temporary food permit may be downloaded from the City of Bismarck's website at [www.bismarck.org](http://www.bismarck.org)

No food will be allowed for sale in booths if the Bismarck Event Center concession stands are scheduled to be open. Products sold must be packaged for off-site consumption. Samples must be free and not full-sized portions (cup size of 2 ½ oz. or less.) Any food preparation and/or consumption on-site should be discussed prior to event with the Event Center Food and Beverage Manager.

Any vendor with cooking equipment must have an approved 40 BC fire extinguisher for each booth.

The Bismarck Event Center does not have a full service kitchen. LESSEE must provide its own cooking equipment and make provisions for ice for exhibit booths.

Use of Bismarck Event Center refrigerators/freezers by outside parties, caterers and/or booth vendors is prohibited.

The use of toothpicks for service or sampling of food is discouraged. Small single service utensils are recommended for use.

All grease generated from cooking of food shall be disposed of in an approved manner, i.e. disposed in an identified grease collection container. Grease and/or materials containing grease shall not be disposed of in receptacles for normal waste.

#### **ALCOHOLIC BEVERAGES:**

The Bismarck Event Center's alcohol vendor reserves the right to require all Bismarck Event Center patrons and guests, regardless of age, to present valid proper ID to purchase alcoholic beverages. The Bismarck Event Center's alcohol vendor reserves the right to refuse alcoholic beverage service to any person for a non-discriminatory reason.

Alcoholic beverages shall not be allowed on the Bismarck Event Center premises, including the exterior parking lots, unless such alcoholic beverages are sold or distributed under the alcoholic beverage approved concession issued by the Bismarck Event Center.

The decision as to whether or not alcoholic beverages will be served at an event shall be made exclusively by the Bismarck Event Center's alcohol vendor and LESSOR.



## **SECTION 5 | FIRE AND LIFE SAFETY REGULATIONS**

ALL EVENTS ARE SUBJECT TO INSPECTION BY FIRE MARSHALL AND/OR FOOD INSPECTOR.

### **FLAME RETARDANT MATERIALS:**

All drapes, curtains, table coverings, skirts, carpet or other materials must be flame retardant. All such material is subject to inspection and flame testing by the Fire Marshall.

### **EQUIPMENT REQUIRING PRIOR APPROVAL:**

The use of open flames or smoke emitting materials as part of the EVENT must be approved in advance by the LESSOR and the Fire Marshall. Welding will not be allowed in the building.

### **FLAMMABLE MATERIALS:**

Storing of gasoline, kerosene or other flammable liquids in the Bismarck Event Center is prohibited. Re-fueling is only allowed outside the Bismarck Event Center. Propane usage must be limited to five (5) pound containers or less in size.

The City's adopted fire code does not allow hay or straw bales, tumble weeds, Christmas trees, etc. within the Bismarck Event Center unless they have been made fire retardant. No electrical decorations shall be used on natural or resin bearing trees. Trees shall be properly treated with an approved fire retardant. Trees shall bear a tag stating the date of placement in the Bismarck Event Center, type of flame retardant used, name of person who applied the flame retardant and the name of the person affixing the tag.

### **GRILLING**

The use of propane for indoor cooking is prohibited except in situation where ventilated cooking devices have been approved. The use of grills is allowed outside the Bismarck Event Center as long as they are a minimum of 10 feet from the building or any egress door. A 2A10BC fire extinguisher is required for grilling outside.

### **EXPLOSIVES:**

Any explosives, pyrotechnics or similar materials must be approved by the LESSOR and local, state and federal officials by obtaining a pyro permit from Fire & Inspections Department, 701-355-1400.

### **VEHICLES INSIDE THE BISMARCK EVENT CENTER:**

Vehicles should have minimal amounts of gas and access to tanks should be limited. Questions regarding type of fuel and vehicles should be addressed with management before move-in dates. Vehicles are prohibited from display in certain areas including carpet and/or external green spaces.

Accessory tanks of propane or butane, white gas or flammable material containers must be removed from campers, motor vehicles, etc. before moving into the building.

### **UTILITY EQUIPMENT:**

All electrical equipment must be U.L. Approved. All gas equipment must be A.G.A. approved and have proper permits and approvals for operation of the equipment. Surge protectors are recommended for computer equipment.

### **GENERAL SAFETY:**



Common sense safety procedures will be followed at all times. Ladders must be used when decorating areas. No one will be permitted to stand on tables or chairs at any time.

We do not allow peanuts in the shell to be handed out at any event, trade show or convention.

**CONTAMINATED OR ISOLATION GARBAGE:**

It is the responsibility of the LESSEE to properly dispose of any contaminated or isolation garbage created by the event at least daily or when the container is full.

**SECTION 6 | EXHIBITOR/BISMARCK EVENT CENTER USER REGULATIONS**

**DEFAACEMENTS:**

Decorations, signs, banners, etc. may not be taped, nailed, tacked, stapled or otherwise fastened to any part of the Bismarck Event Center. No holes may be drilled, cored or punched in the facility. Masking or gaffers tape may be used by request.

Do not use staples, stick pins or tacks to affix signs or decorations to the curtaining, tables or soundproof divider walls. No items may be hung in any manner on soundproof divider walls.

No spray painting is allowed in the building.

If any cleaning chemicals are used (tire cleaners, etc.) protective measures must be taken to protect the floor from either staining or damaging the floor surface finish.

**TAPE:**

Only residue resistant carpet tape may be used in the Bismarck Event Center. This tape must be removed from the floor and disposed of immediately after the EVENT. Tape or residue left on the floor of the Bismarck Event Center will be removed by the LESSOR and the cost of the removal will be paid by the LESSEE. Heat tape and double face tape may not be used on carpeted areas of the Bismarck Event Center.

**CLEANING SERVICES:**

Bismarck Event Center cleaning services shall be provided in normal and reasonable amounts before and after the event at no additional cost to the LESSEE. (Additional cleaning and/or refreshing should be noted prior to move-in and will carry additional fees.)

The LESSOR shall clean all areas except exhibitor booths and areas carpeted by the LESSEE. Under no circumstances shall the LESSOR cleaning personnel be allowed inside exhibitor booth areas. Any trash from exhibitor booths will be collected by the LESSOR only if such trash can be obtained without the LESSOR cleaning personnel going into the exhibitor booth.

LESSEE shall be responsible for the removal of bulk trash, crates, pallets, packing material and related items prior to the beginning of the EVENT and at the conclusion of the EVENT. If this removal is not done by the LESSEE, the LESSOR shall have the right to do the removal and the LESSEE shall agree to pay all costs incurred by the LESSOR.

Any booths that create excessive clean-up (popcorn carried & eaten through-out the building and/or toothpicks thrown on floor) will require a \$30.00 per day clean up fee in addition to the regular booth fee.



#### **UTILITY REQUIREMENTS:**

All utility requirements for the EVENT must be ordered from the LESSOR. The Bismarck Event Center utilities include electrical, water, drain, and telephone/internet services. At least a five (5) working day notice is required for telephone and internet service. (Free wireless internet is available throughout the facilities.)

Electricity is furnished by a power box within 50' of each booth. Drop cords may not run across aisles. The Exhibit Hall has floor boxes that are set on 30 ft. centers. 220 volt power can be supplied by request of the LESSEE.

Wiring into the Bismarck Event Center power boxes or power sources may only be performed by a licensed electrician approved by management.

The Bismarck Event Center does not furnish extension cords. (Cords may be purchased from exhibitor services.)

No one shall be allowed to plug into any electrical outlets on the exterior or outside the Bismarck Event Center or in the bay area without prior arrangements being made and written or verbal permission being given by management. A liability waiver and release must be signed by the requestor and a fee may be assessed.

Water and natural gas hook-ups are available by request. Booths requiring these services must be placed in special areas of the Exhibit Hall designated by the LESSOR.

#### **EXTERIOR EXHIBITS:**

Under no circumstances shall the LESSEE place or allow to be placed, outside exhibits or displays, unless the specific outside space has been contracted with the LESSOR as exhibit space.

## **SECTION 7 | USE OF BISMARCK EVENT CENTER EQUIPMENT/SERVICES**

#### **ELEVATORS:**

Passenger elevators are for use by the general public and are not to be used to transport equipment or freight. Only the freight elevator is to be used for freight and equipment movement.

#### **BISMARCK EVENT CENTER SOUND AND LIGHT EQUIPMENT:**

Bismarck Event Center policy prevents mixing of sound systems. If the LESSEE elects to contract with an outside provider of sound equipment, said outside provider must provide the entire system (microphones and all amplification equipment, including speakers).

House lights may not be dimmed any lower than 15% or totally blacked out without signing a liability waiver and release.

#### **BISMARCK EVENT CENTER STAGE:**

The Bismarck Event Center stage has a weight limit of 125 lbs. /sq. ft. or 300 lbs./sq. inch. No lagging or drilling into the stage will be allowed without prior approval.

#### **TRUSS SYSTEM:**

The Bismarck Event Center Arena truss system has a maximum weight limit of 18,980 lbs.



#### **MOTORIZED EQUIPMENT:**

All Bismarck Event Center equipment must be operated by authorized LESSOR employees.

Any vehicle or motorized piece of equipment operated in the Bismarck Event Center and not the property of the LESSOR which drips oil or creates stains will be immediately removed from the Bismarck Event Center, and the responsible parties will pay the costs associated with cleaning the stains.

NOTE: All stage events should be discussed and approved in advance with the Operations Department for specific show needs, load restrictions, and logistical needs.

## **SECTION 8 | MOVE-IN/MOVE-OUT, LOADING AND DELIVERIES**

#### **FREIGHT SHIPMENTS::**

The LESSOR will not accept shipments of freight or drayage of any kind unless prior arrangements are agreed to by the LESSOR.

The LESSOR shall not accept advance shipments of freight or materials prior to the contracted move-in date unless prior arrangements have been made in writing with the LESSOR. The Bismarck Event Center will not be held responsible or liable for any freight shipped to the facility.

It is the responsibility of the LESSEE to package and contact shipping companies for return shipment after the EVENT. All event freight must be removed from the Bismarck Event Center within three (3) working days after the event or LESSEE may be subject to a storage charge.

#### **Conventions and Trade Show Exhibitors**

All shipments destined to the Bismarck Event Center arriving in advance of the move-in date for an event, must ship to Jobbers Moving & Storage. Advance shipments will not be accepted by the Bismarck Event Center. Pre-registration is required for advance warehouse services.

Log on to: [www.jobberswarehouse.com](http://www.jobberswarehouse.com)

Select Convention Freight Services, click on "request login here", provide your name, telephone and e-mail and then select your event from the drop down menu. Click on submit. Your password will be e-mailed to you with instructions to access and register for advance warehouse services.

#### **CONDUCT DURING MOVE-IN/MOVE-OUT:**

Loading dock areas, main exhibit floor areas, concourse areas and loading dock yard are considered hazardous work areas during move-in and move-out. As such, drinking of alcoholic beverages, horseplay, use or possession of illegal or controlled substances and speeding or reckless use of vehicles is strictly prohibited. For safety reasons, small children may be prohibited from these areas during move-in and move out. Parking on sidewalks, aggregate, concrete pads or landscaped areas during move in/move-out is prohibited.

#### **MOVE-IN/MOVE-OUT SCHEDULES:**

When two or more separate events desire to move-in or out at the same time, the LESSOR shall coordinate the scheduling of access to the loading dock area and the main floor area. The decision of the LESSOR regarding the move-in and move-out, schedules shall be final. Load in or load out during non-scheduled times will be assessed an hourly rate determined by that year's rate card.



#### **LOADING AND UNLOADING:**

Except for loading and unloading, parking inside the Bismarck Event Center, in the bay area or on the loading dock is prohibited without prior permission by the LESSOR.

No vehicle, unless part of an actual display, will be permitted to drive onto the Exhibit Hall or Arena floor to unload without permission. Wheel load capacity for the Exhibit Hall is 20,000 pounds per axle (dual wheels) and 15,000 pounds per axle (single wheels).

#### **MAIL/FAXES TO BISMARCK EVENT CENTER:**

Mail received by the LESSOR on behalf of the LESSEE or the LESSEE'S exhibitors or show personnel should be addressed to the appropriate show or event. Mail/faxes will be received and held in the Bismarck Event Center administration office area for pick-up by the LESSEE.

The shipping and mailing address is:

Bismarck Event Center  
315 S 5<sup>th</sup> Street  
Bismarck, ND 58504  
Phone: 701-355-1370  
Fax: 701-222-6599

## **SECTION 9 | MISCELLANEOUS**

#### **BOOKING POLICY:**

The reservation of space in the Bismarck Event Center/Belle Mehus follows a three-stage process (*tentative, confirmed, and contracted*). To begin the process of routing the event, an event organizer/promoter must contact the Bismarck Event Center/Belle Mehus staff to provide notification of interest in use of the facility, the date(s) of the proposed event, as well as some preliminary information. If there is no scheduling conflict with the proposed date(s) and the Bismarck Event Center/Belle Mehus staff determines the event is appropriate for the venue(s), the event is designated as *tentative* on the master calendar and the date will be held.

In the case of multiple events desiring use of the same space(s) on the same date(s), the Bismarck Event Center/Belle Mehus reserves the right to establish which event benefits the City of Bismarck when making a decision on which event is awarded the use of the facility. This evaluation is based on, but not limited to, criteria such as number of hotel rooms used, number of hotel nights, utilization of food and beverage services, and comparison of the event with Bismarck Event Center's mission, etc.

Upon the event's date-hold assignment, the organizer/promoter is required to complete and submit the *Pre-Booking form*. This form provides detailed information about the event and the event's organizer/promoter. After this form has been submitted, a background check is completed and the information supplied is to the satisfaction of the staff, the next stage is to *confirm* the event. This may require a face-to-face meeting with the Bismarck Event Center/Belle Mehus staff. This meeting will help complete the terms of the contract, finalize the fee for facility use and determine the scope of services and support needed to make the event a success.

When both parties are satisfied with event specifics, contract terms and the contract are out for the requisite signatures, the event is *confirmed*. Upon receipt of the fully executed contract by the Bismarck Event Center, the event is *contracted*.



**Notes (policies can change without notice):**

Because each event is different, a final licensing fee cannot be given until all information about the event is known to the Bismarck Event Center/Belle Mehus staff and associated departments. The fee will be noted in the Facility Use Agreement with an attached Proforma Invoice. For information about the Bismarck Event Center/Belle Mehus use fees please consult the most recent Rate Sheet.

*Tentative* holds on dates will not be held for longer than two weeks without the Pre-Booking form (when required) being submitted to the Bismarck Event Center/Belle Mehus staff. If active communication is present from the LESSEE, *Tentative* holds can be on for longer than two weeks. If the Pre-Booking sheet is not received within two weeks, the date becomes open and other interested parties are considered on a first-come first-serve basis.

Prospective LESSEES can request to be placed as a second hold for an event date; should the current date-holder's event get cancelled or otherwise no longer be considered for the Bismarck Event Center/Belle Mehus. To be placed as a second hold, the event organizer/promoter is required to have the Pre-Booking form on file with the Bismarck Event Center/Belle Mehus staff. These events are considered in the order of requests received – predicated upon receipt of the necessary paperwork and meeting the booking requirements of the Bismarck Event Center/Belle Mehus.

While an event is in the *tentative* stage, an organizer/promoter desiring the same date can issue a challenge to the current tentative date-holding organizer/promoter. In order to issue a challenge, the organizer/promoter must: a) have a Pre-Booking form for their event on file with the Bismarck Event Center/Belle Mehus staff; b) must meet the Bismarck Event Center/Belle Mehus booking requirements; and, c) must submit a non-refundable fee to be determined by the staff. Once the requirements are met, the staff will notify the tentative date-holder of the challenge. The date-holder is then required to go to *contract* within forty-eight (48) hours OR submit a deposit to maintain their tentative hold status. The requisite deposit amount is determined by the staff and will, generally, be applied toward the deposit or fee required at contract signing. If the *tentative* date-holder does not respond as required above, the date is issued to the challenger who must be prepared to go immediately to contract.

**This evaluation will supersede the above policy on event date challenges.**

All events require a deposit to be returned with the executed Facility Use Agreement. The amount of the deposit varies. Typically, the deposit is fifty-percent (50%) of the total anticipated rent for the event with the balance due along with other services requested or required with final billing after the conclusion of the event. For first time events and/or events with inadequate references, no prior event sponsorship in facilities similar to the Bismarck Event Center/Belle Mehus, record of slow payment, etc., the deposit may be one hundred-percent (100%) of the anticipated rent with remaining services requested or required billed at the conclusion of the event. Deposits will be made in a form acceptable to the Bismarck Event Center/Belle Mehus finance department.

Until the Bismarck Event Center/Belle Mehus approves the event and a formal Facility Use Agreement is fully executed, there is no legal or binding agreement between the Bismarck Event Center/Belle Mehus and the applicant.

The LESSEE cannot use their own personnel in lieu of the Bismarck Event Center/Belle Mehus staff and contract personnel for facility and event operations duties (e.g., setup/conversion/teardown, crowd control, security, custodial services, etc.). Use of LESSEE personnel for other duties, if allowed, must be approved by the Bismarck Event Center/Belle Mehus staff.



**No event can be advertised as being held in the Bismarck Event Center/Belle Mehus, nor tickets sold for the event, until a Lease Agreement, or Letter of Confirmation has been signed by both parties and a deposit has been paid to secure the date.**

All promotional materials must be approved by the Bismarck Event Center/Belle Mehus Marketing & Sales Manager prior to their public release.

Once an event is *contracted*, the LESSEE will forfeit their entire deposit for cancellation of the event if another date cannot be rescheduled within a year from the original event date.

**The Bismarck Event Center/Belle Mehus Rights Reserved:**

The Bismarck Event Center/Belle Mehus reserves the right to refuse use of its facilities for events the Bismarck Event Center/Belle Mehus management deems to be operationally inappropriate for the venue, contrary to the Bismarck Event Center/Belle Mehus Mission Statement, or if the event will potentially damage the facility and/or its equipment. In addition, the Bismarck Event Center/Belle Mehus management reserves the right to refuse use of its facilities based upon an assessment of the respective event's sponsor or promoter's financial ability and previous performance history with the Bismarck Event Center/Belle Mehus staff and/or at other venues.

**The Bismarck Event Center/Belle Mehus may In-House Promote:**

The Bismarck Event Center is given the authority by the City Commission to renegotiate contracts with reoccurring events and with the promoters having a positive track record of presenting events in the Event Center facilities. Bismarck Event Center management will at its discretion promote, co-promote and incentivize events that fit the mission and vision of its facilities for the community through the use of the Event Fund.

**EVENT FUND:**

**Purpose of the Event Fund:**

The Event Fund is established for the purpose of attracting additional events to the Bismarck Event Center that enrich entertainment and cultural offerings in the Bismarck area and have the potential to generate new revenue to the Bismarck Event Center or local economy.

**Conditions of Use:**

Preference for use of the event fund is given to events that meet one or more of the following criteria:

- The event is open to the public.
- The event is new to the Bismarck Event Center or is a form of programming that has been under-represented in the market.
- The event is expected to have a positive cash flow for the Bismarck Event Center.

**Authorization to Use Event Fund:**

Decisions to use the event fund are made by a committee consisting of the Bismarck City Commissioners holding the Bismarck Event Center and Finance Portfolios, as well as the following staff: City Administrator or Assistant City Administrator, Finance Director, City Attorney and Event Center Manager. This committee must obtain final approval from the Bismarck City Commission if the expenditure is more than the event fund allows.





**Financial Guidelines for the Event Fund:**

Est. Per Caps	Incentive
\$7.01 and up	up to \$4.00
\$5.01-\$7.00	up to \$3.00
\$3.01-\$5.00	up to \$2.00
\$1.01-\$3.00	up to 1.00
Under \$1.00	up to .50

**Renewal of Event Fund:**

At the close of each fiscal year the event fund is audited and replenished as recommended by staff and approved by the Bismarck City Commission.

**EVENT CONTENT:**

To the extent allowed by applicable law, the Bismarck Event Center reserves the right to approve the content of the event, to cancel an event in progress or to have questionable portions of the event removed if such portions contain materials which are illegal or patently offensive in nature.

The LESSOR shall further reserve the right to require the LESSEE to include appropriate disclaimers in EVENT advertising to inform the general public if the event contains objectionable language or content.

**USE OF OTHER AREAS OF THE BISMARCK EVENT CENTER:**

All areas not covered under the Bismarck Event Center Lease Agreement are not leased portions to be used by the LESSEE. As such, any request from the LESSEE to utilize these areas must be approved in advance by the LESSOR.

The use of show offices, dressing rooms, locker rooms, meeting rooms and storage areas by the LESSEE shall be approved in advance of the EVENT by the LESSOR.

**PERFORMER CONTRACTS:**

The LESSEE certifies and attests that they have a valid, properly executed and compatible contract with the performers that are identified as the "EVENT" in the Bismarck Event Center Lease Agreement. The LESSEE shall submit to the LESSOR, upon demand, a copy of said contract with the performers.

**RAFFLES:**

A Raffle permit must be submitted to management. Permits can be obtained by calling the Bismarck Police Department at 701-223-1212.

The Bismarck Event Center Management/Fire Marshall/Food Inspector/Police or their designee reserves the right to rule on any matters or make any additions or deletions to items which may or may not be covered herein.

The LESSEE shall be responsible for communicating and enforcing of all of these regulations to any SUB-LESSEE, employee, volunteers or any other person acting for or on behalf of LESSEE or under the rental of the LESSEE.



Any LESSEE who is an out of state retailer must have the following from the State of North Dakota:

North Dakota Transient Merchant License: **701-328-2329**

North Dakota Sales Tax Permit: **701-328-3470**

**Please be aware that North Dakota state law prohibits any retail sales before twelve (12) noon on Sundays. Also, the sale of some items such as slot machines is prohibited in North Dakota.**

## **SECTION 10 | EMERGENCY EVACUATION**

### **DISASTER/EMERGENCY EVACUATION:**

During the time of a disaster or emergency declaration wherein a governmental agency requires the use of the Leased Premises or during a Homeland Security Code Red, the Bismarck Event Center shall have the right to cancel or postpone the LESSEE'S event or use of the leased premises for the duration of the disaster or emergency declaration or heightened security. The LESSEE will have a maximum of eight (8) hours to completely vacate the premises and remove all event related materials.