

# Facility Rules and Regulations

## Aerosols, Paint Cans, Pressurized Cans

- No aerosol cans, paint cans, or pressurized cans of any sort will be allowed inside the Five Points Bank Arena under any circumstances! Anyone using them will be excused from the Arena.

## Alcoholic Beverages

- No alcoholic beverage may be brought onto the Fonner Park Campus by any person other than Lessor's concessionaires.
- Excessive use of alcohol will not be tolerated. No one under the age of 21 is permitted to drink alcoholic beverages.
- A duly qualified law enforcement officer of federal, state, and local governments may, at no cost, enter, inspect, and search the buildings and grounds at Fonner Park without a warrant or other process to determine compliance with the provisions of federal, state, and local laws.

## Alteration of Leased Premises

- Demonstrations of digging, trenching, and excavation or tenting must be approved in writing by Lessor.
- Lessee shall not make any alterations, improvements, additions or changes to the Leased Premises without the prior written consent of Lessor, which consent may be withheld at its sole discretion.

## Americans with Disabilities Act

- The Fonner Park facilities are public facilities and are subject to Title II of the Americans with Disabilities Act (ADA). The facility is accessible to disabled patrons, as required by the ADA and applicable regulations.
- The Lessor is responsible for making aisles, exhibits, displays, meetings, etc., accessible to qualified individuals with a disability attending the event with respect to setup, location of exhibits on the exhibit floor, paths of travel, and other aspects of the event within the Lessor or one of the Lessor's exhibitors' control.
- The Lessor should include a notice in the Lessee's event advertising, and/or publicity releases, stating that disabled patrons should notify the Lessee and Fonner Park at least one week prior to the Lessee's event should a reasonable accommodation be needed.
- Fonner Park will use its best efforts to assist the Lessee in identifying local providers of temporary auxiliary aids and services, although the Lessee will remain ultimately responsible for identifying and contracting with such providers.
- If the Lessee fails to arrange for a reasonably requested temporary auxiliary aid or service, Fonner Park management shall have the right, but not the obligation, to provide or arrange for such temporary auxiliary aid or service and the Lessee must reimburse Fonner Park the cost of providing and arranging for such temporary auxiliary aid or service as determined by Fonner Park.

## Animals/Pets

- With the exception of service animals and animals that are a part of an exhibit or show, animals or pets are not permitted in the Fonner Park facilities.
- There shall be no loose or unattended dogs/pets on the Fonner Park grounds. All dogs/pets must be on a leash or in a cage.
- Do not leave animals unattended in or tied to your vehicle. For their safety, animals may be removed from the premises by animal control officers and impounded.

## **Auxiliary Vehicles**

- No auxiliary vehicles such as golf carts, four wheelers or ATV's will be allowed in any Fonner Park barns or buildings during an event.
- The owner and driver of the vehicle must have a valid driver's license. No one under the age of sixteen (16) will be allowed to drive an auxiliary vehicle while on the Fonner Park grounds. This will be strictly enforced.
- Proof of insurance for the vehicle must be provided at check-in, naming the official entity/entities as additional insured.
- In accordance with Nebraska motor vehicle traffic laws, the consumption of, or driving under the influence of any alcohol, narcotic drug or any illegal substance while operating an auxiliary vehicle on the Fonner Park grounds is strictly prohibited. The complete Motorized Vehicle Policy may be accessed by contacting your event planner.

## **Concessions and Catering**

- Fonner Park shall have exclusive rights to operate and receive all receipts from any concession stands utilized in the facilities and on the surrounding property. Lessee may have the right to contact third parties from an approved list provided by Lessor, to handle additional food and banquet needs.
- Pepsi Cola Corporation is the official soft drink sponsor for Fonner Park. Accordingly, Lessee acknowledges and agrees that only Pepsi® products will be allowed to be served at the Leased Premises.
- No food or beverage is permitted to be brought into the Leased Premises for public or personal consumption without prior written consent from Fonner Park management. It is understood by Lessee that its vendors may not do sampling unless prior permission has been given in writing by Lessor. If Lessor grants written permission in either instance, Lessee shall be responsible for adherence to applicable State Board of Health food handling and safety regulations, and to provide the required insurance coverage no later than thirty (30) days prior to the event.
- Fonner Park has exclusive rights to all alcohol activities and will provide staff as they hold the facility liquor license. All alcohol related activities shall be scheduled with Fonner Park, by calling the General Office at 308-382-4515. Security is required and will be billed separately.

## **Corporate Sponsors**

- Lessee shall use all relevant building sponsorship logos and names, if any, in all of Lessee's promotional advertising.

## **Drug-Free Workplace**

- No drugs or contraband of any kind are allowed on the Fonner Park property.

## **Electrical**

- Lessee, its employees, agents, and subcontractors shall not install wiring or do any electrical work on or about the Leased Premises.
- Events that require additional electrical needs shall be required to utilize the services of the facilities' contracted electrician.

## **Elevators**

- All equipment shall be transported utilizing the freight elevator (carts, pallets, etc.). Freight elevators are to be operated by Fonner Park.
- Under no circumstances are public passenger elevators to be used for transporting equipment or exhibit materials.

## **Equipment Restrictions**

- Excavators, dozers, tractors or similar equipment with steel and/or metal tracks or wheels are prohibited inside the facility. Also prohibited is the use of loader buckets with teeth and/or grapple attachments. The sole exception to this policy is the display of such items within an exhibit (such as antique tractors with steel, iron, or similar metal wheels) and in those occasions, Fonner Park approval is required a minimum of 30 days prior to the show.

## **Facility Access**

- This Lease does not include access to the roof of the Leased Premises or the placement of communications equipment or any other purpose.

## **Guest Conduct Rules**

- Guests interfering with other guests' ability to enjoy the events may be subject to removal.
- Guests using foul or abusive language or inappropriate or unacceptable gestures may be removed from the Fonner Park facilities.
- Guests appearing impaired may be removed from the Fonner Park facilities and may be turned over to the authorities. The house reserves the right to discontinue selling alcohol to a patron that exhibits impaired behavior.

## **Hazardous Materials**

- The Lessee its agents, contractors and employees shall not cause or permit any Hazardous Materials other than janitorial supplies in reasonable quantities which are used in accordance with manufacturer's instructions and applicable law, to be brought upon, stored, used, generated, released into the environment, or disposed of on, in, under, or about the Leased Premises.
- The term "Hazardous Materials" shall mean and include any hazardous or toxic materials, substances, or wastes including (a) any materials, substances, or wastes that are toxic, ignitable, corrosive, or reactive and that are regulated by any local governmental authority, any agency of the state of Nebraska, or any agency of the United States government, (b) petroleum and petroleum-based products, (c) urea formaldehyde foam insulation, (d) polychlorinated biphenyls ("PCBs"), (e) freon and other chlorofluorocarbons and (f) asbestos and asbestos-containing materials.

## **Heat**

- During winter months, Lessee SHALL NOT turn off the heating system, and shall turn the heating system to no cooler than 60 degrees to avoid pipes freezing.

## **Insurance**

- Lessee shall provide and maintain in full force and effect, insurance coverage, as listed in the sublease agreement. A Certificate of Insurance must be received no later than thirty (30) days prior to the first day of move in.

## **Leaflets/Brochures**

- Distribution of any printed materials or selling of any items is prohibited on the Fonner Park grounds, including the parking lots, walkways and inside all buildings, unless permission from management has been given.

## **Lost and Found**

- Lost and found items are located in the Fonner Park General Office. Please call 308-382-4515 for more information on claiming lost and found items.

## **Motorized Equipment**

- Authorized Fonner Park personnel will operate all Fonner Park equipment. No persons may authorize the use or transportation of any equipment, furnishing, or other article which is the inventoried property of Fonner Park, for any group, organization, or party of any description or type whatever, to any place or places outside the immediate confines of the Facility.
- Service contractors are required to provide all equipment needed for the handling of freight.
- The Lessee or Lessee's service contractor is required to ensure that all equipment operated in the Facility does not drip oil or any other staining solutions. Any vehicle that drips oil or staining solutions will be removed immediately from the Facility.
- No one, other than designated persons of the official service contractor(s) for the Lessee's event, are authorized to operate any motorized cart, lift equipment, etc., of such service contractor in the Facility.
- Any person(s) operating motorized equipment must have a valid driver's license.
- Lessee will be charged for any and all costs incurred for cleaning and/or repairs due to damages caused by the Lessee's staff, Lessee's service contractors, vendors, and/or exhibitors' equipment being operated within the Facility and on the Fonner Park grounds (including loading docks and parking lots). Lessee shall reimburse Fonner Park for any replacement costs of property that is damaged beyond repair.
- Under no circumstances are motorized equipment or vehicles to be operated in any areas in the Facility or in the pedestrian area in front of the Facility, other than the exhibit halls, without written approval from Fonner Park Management.
- Motorized equipment and/or vehicles which are part of a display will be allowed in the Facility. All equipment and/or vehicles should conform to the following fire and safety regulations:
  - The engine will not be operated when the building is occupied.
  - A maximum of 5 gallons of fuel per vehicle or piece of motorized equipment when entering the building.

- The fuel fill cap is secured with a lock-type or securely taped with a material that is non-petroleum soluble.
- The battery cables are disconnected from the battery and the battery terminal will be securely covered.
- The motorized equipment and/or vehicle will be securely locked when unattended.
- An approved fire extinguisher will be located in the immediate vicinity.
- The Fire Marshal's Office may inspect motorized equipment and/or vehicles prior to the building being opened to the general public.
- Motorized equipment and/or Vehicles displayed at Fonner Park must have a protective barrier under the vehicle (plastic or something similar), including beneath the tires.
- All required precautionary measures, permits, and related fees are the responsibility of the Licensee to obtain by working with their Fonner Park Event Coordinator.
- Personal golf carts, segways, skateboards, scooters, hoverboards and drones are not permitted in the Fonner Park buildings and controlled parking lots, unless approved in writing by Fonner Park management.
- Parking motorized equipment or vehicles in the pedestrian area in front of the Facility is prohibited unless approved by Fonner Park management.

### **Non-Discrimination**

- Lessor, for itself and its agents and employees, represents and warrants that it shall not discriminate against any lessee, exhibitor, guest, employee or applicant for employment, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, age, color, religion, sex, disability, national origin, or ancestry. Acceptance signifies compliance with applicable federal and state laws, regulations, and executive orders prohibiting discrimination in the provision of services or access based on race, color, national origin, age, sex, disability, or status as a veteran.

### **Occupancy Rate**

- Occupancy rate must be in compliance with the established rating set by the State Fire Marshal's office and as posted by facility.

### **Parking Lot Guidelines**

- Parking is on a first-come, first-serve basis in designated lots.
- Tailgating is not permitted in all Fonner Park controlled parking lots.
- Holding or saving parking spaces is not permitted.
- Drive lanes in the parking lots must be kept clear at all times.
- Parking is not permitted where posted for staff parking. Violators will be towed.
- ADA parking is available in all Fonner Park controlled parking lots.
- Staking of tents is NOT permitted in the parking lots or lawn areas. Tents may be anchored with weights.
- Consumption of alcohol or open containers of alcohol is prohibited.
- Commercial advertising banners or signs are prohibited.
- Distribution of promotional items or other forms of solicitation is not permitted.
- Any equipment (chairs, tents, etc.) left overnight will be confiscated or disposed of.

- Fonner Park reserves the right to revoke any parking of those who do not comply with any parking guidelines.
- Fonner Park assumes no obligation and no liability for any theft or damage that may occur to a vehicle or its contents using Fonner Park parking lots.

### **Permits - Compliance with Laws and Regulations**

- Lessee shall, at its sole cost and expense, obtain all permits and licenses necessary to legally hold the Event, and shall provide copies of same to Lessor no less than thirty days (30) prior to the Event. Lessee shall comply with all applicable federal, state or local statutes, ordinances, laws, rules, and regulations, including but not limited to those relating to occupancy, sanitary and health requirements, fire and safety codes, and payment of royalties on copyrighted music utilized by Lessee in connection with the Event.

### **Pyrotechnics**

- No pyrotechnics shall be used unless a proper permit is obtained from the Grand Island Fire Department, and written authorization from Fonner Park management is obtained. The Lessee may incur an additional cleaning charge.

### **Publicity, Signs & Banners**

- Tape, stickers, nails, tacks, staples, hooks, screws, permanent markings (such as paint and ink), and other objects, shall not be inserted or placed on or into facility walls, doors, floors, ceilings, trees or posts.
- No gummed or adhesive-backed labels, stickers or signs of any kind are allowed on the Leased Premises. Athletic mat tape that leaves no sticky residue shall be used on facility floors.
- Water soluble chalk shall be used in parking lots and in grassy areas.
- No helium and/or mylar balloons are allowed. Lessee will be responsible for any and all damage to the facility, including that which results from balloons which end up in the heating, utility systems or high voltage powerlines.
- Tabletop décor, including candles, must be enclosed in glass or metal containers, three inches above the flame. Hay bales must be sprayed with fire retardant prior to the building being opened to the public.

### **Security**

- Lessee shall, at its sole expense, provide ticket takers, doormen and other personnel, as may be deemed necessary, to regulate entrance to the Leased Premises during the Event.
- Lessee shall provide adequate security during the Event. Lessor has an agreement with a Security contractor, Double Locked Security. As a condition of the lease agreement, Lessee shall employ Lessor's Security contractor in order to provide adequate security during the Event. The Security contractor will be responsible to lock and secure all doors, windows, and entrances to the Leased Premises and to take any other reasonable security measures to protect persons and property upon the Leased Premises during the Event. Lessee shall provide Lessor with all pertinent information relating to its needs for security and crowd control. Lessor and Lessee shall mutually agree upon provisions needed for the Event. In the event Lessor and Lessee cannot mutually agree upon the plan, Lessor retains the right to terminate this Lease or require Lessee to cancel the Event at the Leased Premises if, in Lessor's sole judgment, Lessee's plan for security is inadequate to protect the safety the facility and of those attending the Event.

**Smoking/Vaping**

- Smoking and vaping are prohibited in all Fonner Park barns and buildings. Any person who refuses to comply with this policy shall be subject to ejection from the facilities.

**Weapons**

- Weapons of any kind are prohibited in all Fonner Park facilities.

LESSEE WILL BE CHARGED FOR ANY DAMAGE, OR COST INCURRED BY LESSOR AS A RESULT OF LESSEE'S FAILURE TO COMPLY WITH THE FOREGOING TERMS AND CONDITIONS.

In the event Lessee should experience any problems or emergencies while Lessee is occupying the Leased Premises with regard to general maintenance, plumbing, electrical, or janitorial, etc., Lessee is to contact the Event Planner or the Fonner Park General Office at 308-382-4515. Night security is provided and can be reached by calling 308-380-4895. The security guard on duty will then promptly call the proper person to assist Lessee with any problems.