

EVENT GUIDELINES & POLICIES

Welcome to the Charlotte Harbor Event and Conference Center!

We look forward to helping you plan and produce your event.

Planning a concert, off Broadway show, sporting event or anything in between is more convenient than ever at the Charlotte Harbor Event and Conference Center, featuring a 20,000 square foot main hall with lighting, staging and acoustics to enhance any production. Professionally managed by ASM Global, this multifunctional waterfront facility can seat over 1,800 guests and accommodate a variety of configurations all built specific to your needs without exorbitant fees or the hassle of working with unions. In addition, this venue has the ability to host a variety of outdoor functions on the 18,000 square foot Great Lawn which overlooks the scenic Charlotte Harbor.

Since its opening in January 2009, the Charlotte Harbor Event & Conference Center has already proven to be a viable entertainment venue. From the World Famous Lipizzaner Stallions to the Ultimate Elvis Tributes Artist Tour to NXT Wrestling, the facility has attracted scores of people from all over the region, which boasts over 1.3 million residents within a one hour drive. Geographically located just off Interstate 75 between Tampa and Miami, makes Punta Gorda an ideal stop for any show circuit touring the State of Florida.

To deliver the kind of successful event you and your attendees expect, a smooth, well-coordinated relationship between our staff and your event team is needed. To help establish this relationship, we have put together this guide. Whether you are a seasoned event veteran, planning your first event at our facility, or planning your first event at any conference center we hope you find these planning tips helpful. If you have questions about any of the information, please do not hesitate to contact us.

A:

ADVERTISING

The CHECC reserves the right to pre-approve all usages of the CHECC logo and any photos of the facility. To obtain approval, please submit in writing via email the intended usage of CHECC logo and photos prior to actual usage. All requests for approval should be sent to your Event Manager. Appropriate CHECC logos and photos are available upon request. The CHECC reserves the right to omit or correct information regarding the Event Center. The CHECC phone number of 941-833-5444 may be published for directions only, not for event information.

ALCOHOLIC BEVERAGES

See Catering Policies.

ANIMALS

Animals/pets are not permitted inside the facility. Service animals are permitted. Animals are permitted in conjunction with approved exhibit display or performance requiring use of animals.

AUDIO VISUAL EQUIPMENT

The Charlotte Harbor Event and Conference Center can provide your Audio-Visual needs. Equipment such as laptops, screens, projectors, microphones, speakers, and up-lighting are available for additional costs.

B:

BANNERS AND OTHER SIGNAGE

- Banners, overhead signs and special decorations may not be hung on ceilings, windows or walls. Ladders are not available, ONLY CHECC staff or authorized contractor(s) may use such equipment
- Exterior signs/banners may not be fastened to the building structure. Temporary signs require advanced approval from CHECC Management.
- Any signs placed outside of the CHECC property must contact the City of Punta Gorda Zoning & Code Compliance Department for "off premises sign permit application". [Permits, Applications, & Forms | City of Punta Gorda, FL \(punta-gorda.fl.us\)](#)

BOOKING CATEGORY

Governs when bookings may be accepted, contracts issued etc.

- Category 1 – small conferences and conventions mainly coordinated through the Visitor’s Bureau that generates multiple hotel night stays
- Category 2 – Large local, multiple day public and civic events of significant importance to the community and significant revenue potential for CHECC
- Category 3 – Small local, usually one time civic and social events with moderate revenue potential for CHECC

C:

CANCELLATION POLICY

In the event the Licensee cancels the contract with the Licensor, the refund policy is as follows:

- 3 months prior to the event 100% refund
- 2 months prior to the event 75% refund
- Less than 6 weeks 25% refund
- 2 weeks or less 0% refund

CASHLESS FACILITY

Effective September 1, 2021 – the Charlotte Harbor Event and Conference is a “cashless” facility.

CATERING POLICIES

- Exclusive in-house caterer- Savor...Charlotte Harbor
- Full service kitchen
- Café (located on Concourse) is a built-in concession stand. We have the ability to have multiple portable concession locations determined by Savor...Charlotte Harbor.

SAVOR...Charlotte Harbor is the exclusive food and beverage provider for the Charlotte Harbor Event and Conference Center. No outside food or beverage of any kind is permitted to be brought into the facility by the client or the clients’ guests, including vendors, caterers and/or performers. In compliance with State Health Regulations. The Event Center offers a wide assortment of menu selections and options sure to satisfy any palate. The Event Center culinary team welcomes the opportunity to customize menus and services to create unique and thematic events. The only exception is for Wedding desserts.

- Cake cutting service is available by SAVOR...Charlotte Harbor for an additional fee. Fee includes cutting, plating and serving.
- Food and beverage sampling in conjunction with specific exhibits must be approved in writing by CHECC management.
- SAVOR...Charlotte Harbor can provide your party with food and/or beverages during your set-up time. We also have specialty food and beverage packages available to be served in the bridal suites or backstage locations.
- In compliance with State Health Regulations, SAVOR...Charlotte Harbor does not allow any food to be taken off premises. Occasionally there is excess prepared food due to absence of expected guests. When this occurs, SAVOR...Charlotte Harbor works with local non-profit charity organizations to feed the less fortunate. We do not package food to be taken home by clients or guests.
- SAVOR...Charlotte Harbor offers a complete selection of beverages to compliment your function. As the licensee for Alcoholic Beverages, we are responsible for adhering to the regulations of the State. State Law prohibits individuals or groups from bringing Alcoholic Beverages onto the premises. The State of Florida regulates alcoholic beverages and service. As the holder of the alcoholic beverage license, the Event Center is responsible for the administration of these regulations within the facility. Accordingly, we reserve the right to refuse alcohol service to intoxicated or underage persons. No outside alcohol is permitted inside the building. Event Center staff reserves the right to terminate your event if outside alcohol is confiscated.

- SAVOR...Charlotte Harbor provides Responsible Alcohol Service. All Alcoholic Beverages must be served by employees of SAVOR...Charlotte Harbor. We require proper age verification from anyone seeking to purchase an alcoholic beverage, regardless of age. There is a limit of two (2) Alcoholic Beverage purchases per transaction. Bar Service will stop one hour prior to the end of the event. Alcoholic Beverages may not be removed from the premises.
- SAVOR...Charlotte Harbor charges a 20% Administrative Fee and 7% Sales Tax on all services rendered. This Administrative Fee is not a gratuity.
- An Advance Deposit of fifty percent (50%) of the estimated final charge is required for all functions along with the signed contract, to be paid no later than thirty (30) days prior to your event.
- Final payment is due five (5) business days prior to your event with your guaranteed guest count.
- Final guaranteed guest count is due five (5) business days prior to your event. Guarantee is not subject to reduction after this date. If the guarantee is not received as stated, the guest count on the contract will be your guarantee. Increases in attendance given after the final guarantee deadline are subject to additional charges and a 15% surcharge.
- Any On-Site adjustments, additions or replenishments of the contracted catering services will be reflected in a final invoice, payable within 10 days of receipt.
- There is a minimum guarantee of twenty-five (25) guests for all catered events. Additional fees may apply to groups less than twenty-five (25). Waiving of this policy is at CHECC Management discretion.
- All food and beverage charges are subject to change without notice unless catering items have been contracted. All contracted food and beverage items are subject to change, with notice, if contract was signed more than ninety (90) days prior to event.
- Occasionally floor plans are overset. Extra place settings and presets may incur additional charges.
- SAVOR...Charlotte Harbor does offer children meals, vegetarian, vegan and gluten—free meal choices.
- If you are having a plated meal with different entrée selections; place cards should include a coding system that will indicate the meal choice.

CHAIRS/CHAIR COVERS

- Padded banquet style and are used for indoor events.
- White plastic folding chairs are used for outdoor events.
- You are permitted to provide your own chairs. It is your responsibility to schedule delivery, set up and removal.
- Chair covers are available from SAVOR...Charlotte Harbor for additional fees.

CONCOURSE/PRE-FUNCTION

- Multi- purpose space (availability pending on event schedules)
- Flooring – Terrazzo inlaid with a decorative marine design
- Ceiling height – 23 feet

CONDITION OF FACILITY

Licensee acknowledges that Licensee has inspected the Facility, and that Licensee is satisfied with and has accepted the Facility in its present condition. (1) ASM Global shall have the continuing obligation and responsibility to maintain and keep the Facility in good order and repair, normal wear and tear excepted; provided, however, that (i) the failure by ASM Global to accomplish the foregoing, said failure resulting from circumstances beyond the control of ASM Global, shall not be considered a breach of this Agreement by ASM Global, and (ii) any damages to the Facility and its appurtenances caused by Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees shall be paid for by Licensee at the actual or estimated cost of repair, as elected by ASM Global (including any damages that may be incurred if such repair affects any future events or contracts). (2) Licensee shall not make any alterations or improvements to the Facility without the prior written consent of ASM Global. Any alterations or improvements of whatever nature made or placed by Licensee to or on the Facility, except movable trade fixtures, shall, at the option of ASM Global, (i) be removed by Licensee, at Licensee's expense, immediately upon the conclusion of the Event, or (ii) become the property of the Owner. ASM Global may, at its election, accept delivery of property addressed to Licensee only as a service to Licensee, and

Licensee will indemnify, defend, and hold harmless ASM Global for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. ASM Global assumes no responsibility whatsoever for any property placed in the Facility. Notwithstanding anything to the contrary set forth herein, Licensee shall be solely responsible and liable for any and all Losses arising out of any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event. (3) Any debris, items, or materials left at the Facility by Licensee may be removed by ASM Global at Licensee's cost and at no liability or expense to ASM Global.

D:

DAMAGE

Any event-related damage to the building or its facilities beyond normal wear and tear is your responsibility. This includes damage caused by your attendees and vendors. Show management and service contractors are invited to inspect leased areas prior to load-in and following load-out. Damages should be reported to CHECC management. If damage has occurred related to the activities of the event, the cost of repair will be added to the final invoice or billed separately upon completion of the repair.

DANCE FLOOR

Brown parquet floor is available for an additional fee. The dance floor can be set in multiple sizes depending on your party needs and budget.

DECORATIONS

We understand that décor is an integral part of your event. CHECC does not provide décor. We encourage you to provide décor for your event or to secure rented equipment from an outside company. There are local rental companies who can provide these items. Assembly and set-up of your decor is your responsibility. All decorating must occur during the contracted event time. Decor cannot be stored post event and must be removed at the conclusion of the contracted event time. This includes delivery and removal from an outside vendor. Your contracted vendors must provide all supplies and equipment needed including ladders and lifts.

- Installation of carpet runners/show carpet or other temporary floor coverings must be approved in advance by CHECC Management.
- Facility permanent graphics, signs or display may not be visibly blocked in any manner nor temporary signs/decorations be attached to permanent building furnishings.
- Planters/furniture located in common areas may not be removed or repositioned.
- Decorations or signage may not be taped, nailed or fastening to ceilings, painted surfaces, fabrics and/or decorative walls.

The following items are prohibited:

- Mylar Balloons/Helium Balloons. Balloons used as décor/centerpieces must be approved in advance by CHECC Management.
- Fire
- Candles with flames. We recommend LED Flameless candles.
- Sparklers/Fireworks
- Glitter/Confetti/Sequins
- Pop-up Tents/Free standing structures with ceilings
- Dirt
- Hay
- Chalk
- Smoke/Haze Machines
- Adhesive backed decals/stickers

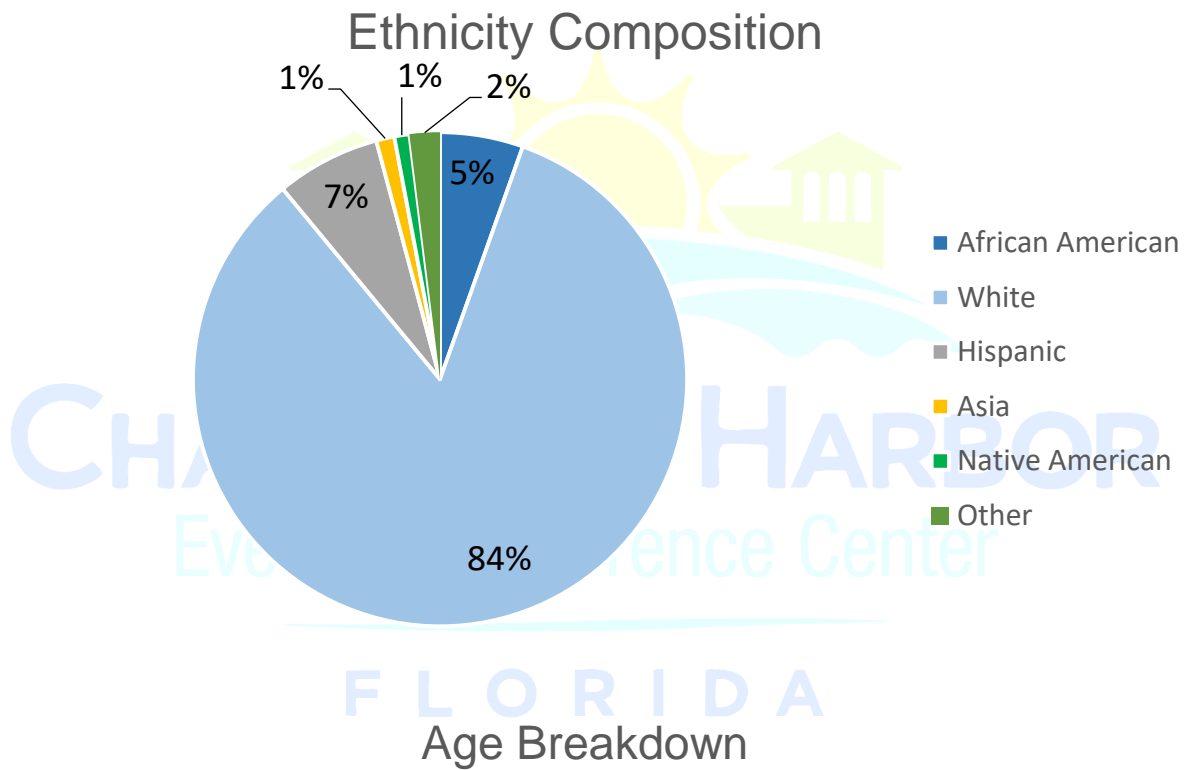
DELIVERIES /SHIPPING

Due to limited storage space, the Charlotte Harbor Event and Conference Center cannot accept advance freight shipments more than 48 hours before the effective date of the rental contract. Exhibit freight should be directed to the Licensee. Deliveries that arrive during load-in or show days will be directed to the on-site representative. All

other deliveries arriving during the period of the License Agreement will be received by the Event Center. It is the client/licensee responsibility to retrieve deliveries. The Charlotte Harbor Event and Conference Center/ASM Global does not take responsibility for incomplete or mislabeled shipments, un-packing or opening of crates and disposal of packing material including pallets. Disposal of excess packing materials and any pallets will incur a fee to the event organizer. If a vendor is shipping weight restrictive items, it is the responsibility of the Exhibitor/Vendor to arrange assistance with receiving and moving of these types of items. All items to be shipped out of CHECC must be labeled and have a scheduled pick up within 24 hours of the contracted event end date. It is the responsibility of the “shipper” to schedule pickups. Items left more than seven days after contracted event end date will be disposed.

DEMOGRAPHICS

The Charlotte Harbor Event and Conference Center is located in Charlotte County. Below you will see the demographics for our area.



DEPOSITS

Required for all events and may include a damage deposit. Deposits are normally non refundable except where the Event Center is unable to deliver.

DRONES and UNMANNED AIRCRAFT

For proprietary reasons and for the safety of our guests and the building structure drones, unmanned aircraft systems ("UAS"), unmanned aircraft ("UA"), remotely operated aircraft ("ROA"), unmanned aerial vehicles ("UAVs"), and other similar devices, including Radio-Operated Blimps, are not permitted inside the Charlotte Harbor Event and Conference Center.

E:

ELECTRICIAL

- Hibiscus Hall- Boxes located at 30ft intervals in the floor
Show power available at stage areas
- Meeting Rooms- Standard wall outlets
- Concourse/Pre-Function - Standard wall outlets
- Great Lawn- Power access available upon request
- Shore power available upon request

Electrical requirements shall be received no later than 14 days prior to move-in. Energy conservation is of prime concern and minimal light and comfort levels will maintained during load- in/load out periods. A utility charge will apply should the event have special requirements.

EVENT PLAN REQUIREMENTS

Licensee shall conduct business in the Facility in a dignified and orderly manner with full regard for public safety and in conformity with all Rules and Regulations for facility users, including fire, safety and health rules, as may be imposed from time to time by ASM Global and/or local authorities.

Licensee shall provide to ASM Global, for Licensor's review and approval (i) a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event, and (ii) a Licensee Operations Plan in substantially the same form supplied by Licensor. Licensee shall update the Plan from time-to-time as may be necessary or appropriate to address any changes in operating conditions. Licensor reserves the right in its sole discretion to accept the Plan, or request modifications to ensure compliance with event rules imposed by the Licensor and all other applicable laws, regulations, codes, ordinances, orders or similar requirements.

Your Event Manager will create and customize a floor plan and send to you prior to your event for review/approval.

- All final changes will be required 5 business days prior to match your food and beverage final guarantee.
- Any changes to the floor plan after the final approval may incur additional labor charges at the rate of \$20/hour/person with a 2-hour minimum.
- The Event Manager will discuss the additional fees.

EVENT MANAGER

An Event Manager is assigned to work with you and your team. This individual works with you from initial planning through move-out. They are your principal source of information during the planning process. Communication with your Event Manager assures your event is well-planned and effortlessly executed.

EVENT SIGNAGE

Depending on the type of event, your event may be listed on the marquee outside the building. There are limitations of what is listed on the marquee. If your event space encompasses several rooms, the Event Center will list the event on the electronic screens located in the concourse. Let your Event Manager know what specific language you would like for each type of signage.

EVENT STAFF

The Event Center can provide non-union stagehands, ushers and ticket takers in house. Event Security will be contracted by the Event Center if necessary. In addition, the Charlotte County Sheriff Office, Punta Gorda Police Department and the Punta Gorda Fire Department can provide special event services when required.

F:

FACILITY NAME

The correct name for the facility is "Charlotte Harbor Event & Conference Center"

Please use this name exclusively when referring to the building in literature, advertising and promotions.

FACILITY RENTAL

Rentals include available tables, chairs and lecterns, on a one-time setup basis. Changes made after sets are in place will incur a reset charge. The Licensee is responsible for the expense of any additional tables, chairs, risers and lecterns beyond the available inventory of the Charlotte Harbor Event and Conference Center (CHECC).

FIRE CODE REGULATIONS

- Show management, exhibitors, service contractors and all other involved parties must comply with all Federal, State and Municipal fire codes which apply to places of public assembly.
- All drapes, curtains, table coverings and skirts, carpet or any materials used must be flame retardant. All such material is subject to inspection and flame testing by the Fire Marshall.
- Firefighting and emergency equipment may not be hidden or obstructed, including fire extinguishers, fire hose cabinets, pull stations and stand pipes.
- Exit doors cannot be blocked with any equipment at any time.

FORCE MAJEURE

If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of the parties, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions imposed by government officials, terrorist acts, strikes or labor disputes (though not of the employees of the Licensee), failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, then the parties shall be relieved of their respective obligations hereunder. In the event performance is excused in accordance with the foregoing provisions, Licensor shall refund to Licensee any deposits paid by Licensee, less any reasonable costs and expenses which have been incurred by Licensor up to the time further performance is excused.

G:

GENERAL BUILDING SPECIFICATIONS

- 44,537 gross square feet of space
- 19,857 square foot Hibiscus Hall
- 1,786 square foot Peace River Rooms
- 1,786 square foot Myakka River Rooms
- 2,659 square foot Concourse/Pre-Function space
- 18,900 square foot Great Lawn
- 396 square foot Group Dressing Room – 2 available
- 221 square foot Star Dressing Room – 2 available
- 240 free on-site parking spaces
- 2 Loading Docks and 1 delivery ramp

GREAT LAWN

- 18,900 square feet

- Overlooks Charlotte Harbor providing picturesque views.
- Standing room capacity approximately 2000

H:

HAZARDOUS WORK AREAS

The Hibiscus Hall (during load-in/loadout), loading dock area and “back of house” services areas are considered HAZARDOUS WORK AREAS. The following guidelines are strictly enforced:

- Absolutely no drinking of alcoholic beverages
- No horseplay, practical jokes, etc.
- Use or possession of illegal or controlled substances of any kind is prohibited
- No speeding or reckless use of vehicles or equipment is permitted
- No gasoline, kerosene, diesel fuel or other flammable liquids may be stored, permanently or temporary in hazardous work areas.
- No re-fueling activity of any kind permitted. Re-fueling must be accomplished a minimum of fifty feet beyond the exterior of the building.
- Vehicles with gasoline engines may be displayed with a maximum of two gallons of gas remaining in the tank. A locking gas cap must be installed, or the tank must be adequately sealed by tape or in some other appropriate manner. All battery cables must be disconnected and taped to avoid potential sparks.
- All electrical equipment must be UL approved.
- Any and all unsafe conditions or activities is to be corrected immediately.

HIBISCUS HALL A, B, C

- Dividable into 3 separate areas
- Hibiscus Hall C only – window views overlooking Charlotte Harbor
- Flooring – carpet tiles over concrete
- Ceiling heights:
 - Hibiscus Hall A – 45 feet
 - Hibiscus Hall(s) B, C – 38 feet

HOTELS

There are 4 hotels within walking distance.

- Four Points by Sheraton Punta Gorda Harborside
- Wyvern Hotel
- SpringHill Suites by Marriott
- PG Waterfront Hotel and Suites

HOUSEKEEPING/CLEANLINESS

The Event Center will maintain all common areas. You are responsible for cleaning up your event materials and décor. Additional housekeeping costs may be incurred for extraordinary cleaning requirements.

Arrangements for the disposal of any anticipated large trash or recycle quantities, or handling of specialized waste removal such as shipping crates, pallets, large volumes of packaging materials, etc. should be made in advance.

Appropriate fees may be assessed for large or specialized waste volumes.

I:

INDEMNIFICATION

Licensee shall indemnify, defend and hold harmless Licensor, ASM Global Parent, Inc., Owner and their respective officers, directors, agents, and employees (the “Indemnitees”) from and against any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys’ fees) (collectively, the “Losses”) occurring at the Facility (whether within or without an Authorized Area) caused to Licensor, Owner and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by (i) Licensee’s failure

to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "Laws") applicable to Licensee's performance of this Agreement and/or activities at the Facility, including without limitation, health and safety laws, the Civil Rights Act, the American with Disabilities Act and intellectual property laws, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, (v) any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.

INSURANCE

All rentals require a current certificate of insurance. Unless Licensee, at its expense, provides ASM Global with satisfactory alternate insurance at least five (5) business days prior to commencement of the Event, ASM Global may obtain the following insurance covering the Event and Licensee's activities in the Facility (the premium for which shall be included as part of the License Fee): (1) a commercial general liability insurance policy in the amount of \$1,000,000.00 for bodily injury and \$1,000,000.00 for property damage, including blanket contractual liability and independent contractors coverages; and (2) commercial automotive bodily injury and property damage insurance in the amount of \$1,000,000.00 (including an extension of hired and non-owned coverage). No election by ASM Global not obtain any or all such insurance policies shall give rise to any claim or liability against ASM Global related to any Loss that may have been covered by any such policy had such a policy been obtained. At its expense and to the extent required by law, Licensee shall provide applicable workers compensation insurance for Licensee's employees. On each such required policy: (i) Licensee shall be the insured; (ii) SMG and Owner shall be named as additional insureds; and (iii) the insurer shall be required to waive subrogation claims. No such policy shall in any way limit the liabilities

- **INSURANCE CERTIFICATE WORDING**

Under description of operations please list as additional insured: "Charlotte County, a political subdivision of the State of Florida, Charlotte Harbor Event and Conference Center, ASM Global, their officers, directors, agents, employees and volunteers for events held on (date) _____ to (date) _____. In the same description of operations area please list, name of event, event date(s) including load-in and load-out days. Under certificate holder, certificate needs to read as follows: Charlotte County/Charlotte Harbor Event and Conference Center/ ASM Global 75 Taylor St. Punta Gorda, Florida 33950.

INTERNET CONNECTIONS

We offer complimentary WiFi throughout the building. If you require a hardline connection or a Static IP, this can be secured through your Event Manager.

L:

LABOR FOR ROOM SETS AND CHANGEOVERS

We provide your initial room set-up and overnight conversions at no charge. Any additional room set changes will be subject to a fee.

LATE CHARGES

If Licensee fails to pay any amounts when due under this Agreement, Licensee shall pay the Charlotte Harbor Event and Conference Center a late charge of 1.5% per month on the unpaid balance or the maximum charge as allowable by applicable law.

LIGHTING

- Hibiscus Hall: Incandescent and LED
- Meeting Rooms: Incandescent and Florescent

- House lighting, ventilation, heat or air conditioning will be provided as required during event times. Energy conservation is of prime concern and minimal light and comfort levels will be maintained during load-in/load-out periods.
- Theatrical lighting available for stage area

LIMITATIONS

If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of SMG, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, then SMG is hereby released by Licensee from any damage so caused thereby. Because the Facility is publicly owned, Owner retains the right to decline to provide funding for the operation of the Facility in the sole discretion of Owner. If such non-funding renders performance of this Agreement difficult, impractical, or impossible, then it shall not be considered a default under or breach of the terms of this Agreement and SMG and Owner will not be liable for such failure to perform, except there shall be an equitable reduction in the consideration which would otherwise be payable or due under this Agreement.

LINENS

Tablecloths are 85x85 or 52x114 standard white linen. Napkins are available in a variety of colors. Floor length linen is a specialty item and can be ordered through SAVOR...Charlotte Harbor for an additional fee.

LOADING/UNLOADING

Load in/out must take place within your contracted time. When working with your Event Manager please be specific about your load in/out timing on your event schedule. Load in/out should occur through the loading bays only, not through public entrances. The Event Center does not provide flatbed carts. Clients/exhibitors are encouraged to bring their own wheeled equipment to help with freight movement.

LOCATION

The Charlotte Harbor Event & Conference Center is conveniently located in downtown historic Punta Gorda with a multitude of restaurants, shops, and hotels just blocks from the facility. Adjacent to US-41 and minutes to I-75 make driving here effortless. We're so well-located you can arrive by water!

- Punta Gorda Airport (PGD) 10 minutes, Southwest Florida International Airport (RSW) 40 minutes and Sarasota Bradenton International 55 minutes all host a variety of carriers and rental car agencies.
- GPS: 75 Taylor Street Punta Gorda, FL 33950

LOSSES

Licensee shall be solely liable for all losses, liabilities, claims, damages and expenses (including reasonable attorneys' fees) (collectively, "Losses") that occur at the Facility (whether within or without an Authorized Area) and that are caused to ASM Global, Owner and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by: (1) Licensee's failure to comply with any and all Laws; (2) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees; (3) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees; (4) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement; and/or (5) any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.

M:

MARKETING

Our goal is to assist you with making your event successful which is why we provide assistance with advertising your event.

- Event listing on our printed calendar.

- Event listing on our website(www.charlotteharborecc.com) Links to your site, photos and other information will be included.
- Posting on our social media sites including Facebook. www.facebook.com/CHEventCenter
- Outdoor electronic marquee displaying upcoming event information pending approval.
- Indoor electronic display boards with upcoming event information pending approval.

MEETING ROOMS

Myakka River Rooms AB and Peace River Rooms AB
900/1800 sq. ft.

- Dividable into 2 Rooms. Total of 4 breakout rooms
- Flooring – carpet
- Ceiling height – 16 feet

MISCELLANEOUS

This Agreement shall be governed by the substantive laws of the State of Florida, without giving effect to conflict of laws principles. This Agreement contains the entire agreement of the parties with respect to the Facility or the Event. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto. Licensee may not assign its rights under this Agreement without SMG's prior written consent. SMG and Licensee shall each be and remain an independent contractor (and not partners) with respect to all rights and obligations arising under this Agreement. Licensee shall obtain all necessary licenses and shall pay all costs and fees arising from the use of copyrighted music or dramatic materials, or any other property subject to any trademark, patent or other proprietary right which is used or incorporated in the event.

MOVE OUT TIMES

Clients and all associated vendors must vacate the Event Center by the end time listed on License Agreement. Failure to do so, will incur additional charges.

O: CHARLOTTE HARBOR Event & Conference Center FLORIDA

OUTSIDE CEREMONIES (ON GREAT LAWN)

- The Great Lawn is approximately 18,000 sq. feet and overlooks the Charlotte Harbor providing picturesque views.
- We can provide electric and/or sound equipment outside for an additional fee.
- Aisle runners should be at least 101ft long. Stakes are not permitted in the Great Lawn.
- Tents, columns, arbors, arches or props are not available directly through the Event Center. There are local rental companies who can provide these items.

OVERTIME

Office Hours are 8:00am-5:00pm, Monday through Friday. Normal hours of operation for the CHECC are 8:00 a.m. until 11:59 p.m. daily. Over-time charges for usage of space prior to 7:00 a.m. or after 11:59 p.m. will be charged.

P:

PALLETS/CRATES

All event related pallets and crates must be removed from the facility by the end of the contract load-out time. A disposal fee for each remaining empty pallet and/or crate will be added to the final invoice, as well as any damage due to the improper use.

PARKING

There are 240 complimentary parking spaces including handicap spaces with a covered area for drop off/pick up. Parking is an open-air surface lot without height restrictions. Parking is on a first-come, first-served basis and spaces cannot be guaranteed. Additional overflow parking is located within walking distance from the Event Center. Guests are advised not to leave valuables unattended in their vehicles.

- Employee parking areas are for the exclusive use for staff. All unauthorized vehicles will be removed at the owner's expense.
- No parking in fire lanes, loading dock areas or any other location posted "no parking" will be strictly enforced. Unauthorized vehicles will be removed at the owner's expense.
- Use of loading dock(s) will be based upon Lessee's contract space.
- All labor requirements for load-in/load out, set up of display areas etc., shall be the responsibility of the Lessee.

PAYMENTS

We accept Visa, Mastercard, Discover or checks (make checks payable to "CHECC").

PHOTO POLICY

Photographs taken at the Charlotte Harbor Event and Conference Center events are often used in presentations, display boards, flyers, brochures and other Event Center promotional materials. If you do not wish to have photographs taken at your event, please let CHECC Management know in advance.

PRICING – HOLIDAY RATES

Subject to increase on designated holidays.

PUBLIC AREAS

The Concourse/Pre-Function and Café are considered public areas and generally not under lessee control. The following guidelines apply:

- All activities utilizing public areas i.e. registration, special displays must be approved in advance. Detailed specifications must be submitted to CHECC management for approval
- Activities in public areas must be respectful of other clients renting the facility
- Service desks and "behind the scenes" work stations should not be set in public areas.
- Motorized vehicles, forklifts, gas/electric carts may not be operated in public areas or any carpeted area.

R:

REMEDIES

If Licensee cancels the Event, then ASM Global may retain all or portion of the License Fee as liquidated damages and not as a penalty, and the parties agree that such amounts constitute reasonable provision for liquidated damages and that such damages could not otherwise be calculated. If there is a dispute concerning this Agreement or if a party seeks to enforce its rights under this Agreement, then the non-prevailing party shall pay all reasonable costs and expenses, including attorneys' fees, the prevailing party incurs in connection with the dispute or enforcement or in pursuing any remedy provided hereunder or by relevant statutes or other laws. Either party may terminate this Agreement immediately upon the occurrence of material breach by the other party which is not cured within five (5) after receiving written notice of such breach.

REIMBURSEABLE SERVICE EXPENSES

Within **THIRTY (30)** days after ASM Global's receipt of Licensee's Event Details report delivered to ASM Global, ASM Global shall deliver to Licensee an expense report estimate ("**Expense Report Estimate**"), setting forth ASM Global's estimate of all expenses which SMG will incur in connection with the Services. Within **THIRTY (30)** days after the conclusion of an Event, ASM Global shall deliver to Licensee an expense report setting forth the expenses actually incurred by ASM Global for the Services ("**Actual Expense Report**"). In the event the amount reflected in the Actual Expense Report exceeds the amount reflected in the Expense Report Estimate, Licensee shall promptly pay to ASM Global the amount of the excess. In the event the amount reflected in the Expense Report Estimate exceeds the amount reflected in the Actual Expense Report, ASM Global will promptly pay to Licensee the amount of such excess. Notwithstanding anything to the contrary set forth in this Agreement, ASM Global's failure to deliver either the Expense Report Estimate or the Actual Expense Report shall not excuse Licensee's obligation to pay any amounts due hereunder.

RENTAL DAY

Includes event days, load in and load out are 8am -11:59pm. Events requiring access outside of these hours will have additional rental/labor charges.

RESTRICTIONS

Without ASM Global's prior written consent, Licensee shall not take, or permit to be taken, any of the following actions: (1) advertise, paint, post, or exhibit signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside or on any part of the Facility; (2) broadcast by television or radio any Event scheduled to be presented in the Facility under the terms of this Agreement; (3) cause or permit beer, wine, or liquors of any kind to be sold, given away, or used upon the Facility; and/or (4) block or obstruct any passageway or exit in any manner whatsoever, or, while the Facility is in use, lock, block or bolt any exit door or any exit. Licensee must comply with all applicable laws, rules, regulations and ordinances in its use of the premises, including all applicable fire safety regulations.

ROOM SETS

Standard room sets are:

Theater
Classroom
Conference
U-shape
Hollow square
Banquet

S:

SECURITY

Security coverage shall be determined by CHECC Management. If required, CHECC Management shall hire designated Security/Law Enforcement to be present one hour prior to the start of the event, during the event and at least one hour after the conclusion of the event. Fees will be charged to the Lessee. The number of officers and hours required to be determined by CHECC Management. The Charlotte Harbor Event and Conference Center is protected by a security system, that includes video monitoring systems placed throughout the event spaces and concourses, as well as the building exterior.

Prohibited items for any event:

- Concealed weapons
- Containers of any kind
- Contraband
- Glass
- Large/oversized bags
- Back packs
- Duffle Bags
- Laser Pointers
- Noisemakers
- OUTSIDE FOOD AND DRINK
- Video/Audio Recording devices
- Abusive language, threats, assault, vandalism, theft and all other inappropriate actions will result in immediate removal from the premises and prosecution if appropriate.

All entries are subject to security screening and/or bag checks.

SMOKING AREAS

The Charlotte Harbor Event and Conference Center is designated as a smoke-free facility. Licensee shall ensure that the no smoking policy of Charlotte County is followed. Licensee will comply with such other policies and procedures that may be established by the City of Punta Gorda Fire Department.

SOLICITING

Soliciting is not permitted on the Charlotte Harbor Event and Conference Center grounds. Any and all unsafe conditions or activities will be brought to the attention of the responsible parties and corrective measures are to be made immediately.

SPECIAL EQUIPMENT

Basic equipment is provided with your rental fees. This includes tables, chairs, and podiums. However, there are some items considered to be "special equipment", and there are charges for those items.

If you need additional equipment, please communicate your needs to your Event Manager.

SPECIAL FACILITIES CHARGES

"Special Facilities Charges" are charges for items and services that are over and above the actual cost of your room rent, such as: cost for staging, dance floors, hanging banners, exhibit tables, phone/internet connections, electrical needs, any audio/visual orders, security, emergency medical technicians, special lighting needs, room resets, special labor needs, etc.

STAGE/RIGGING

- Portable stage:
42 inches high
40ft x 60ft maximum size
- Rigging points: 2000 lbs on 10ft centers

STAGING

Sico Portable Stage in 8'x8' Sections in any configuration up to 60'x40'. Stairs and ramp are available.

STATEMENT OF PURPOSE

General operating policies and procedures have been established to insure the Charlotte Harbor Event and Conference Center, its personnel, lessees and related service industries are working in a safe and orderly environment. These policies and procedures should serve as a guideline for all concerned and will be enforced by CHECC Management.

STORAGE

The Event Center does not have areas for the storage of large crates or materials. During show day(s), empty cases and crates must either be stored offsite or kept inside contracted spaces. Cases, crates and boxes cannot be stored on the loading dock. All remaining event materials must be removed by the end of our contracted rental time.

T:

TABLES/SKIRTS

All tables and chairs are included in your rental contract i.e. cake table, DJ table, gift table.

Banquet tables – 72 inches round

Cocktail tables - 30 inches round

Rectangle tables – 8ft x 30 inches or 6ft x 30inches

Table skirts - are available in black or white

TAX EXEMPT STATUS

If your group is tax exempt, please present a current copy of your DR14 State of Florida certificate.

TELEPHONES

CHECC office telephones are reserved exclusively for Event Center business.

TICKETING

Ticketed events are provided by Ticketmaster. A link from the Event Center's website enables customers to make credit card purchases for tickets on-line through a secure connection. Customers may also purchase tickets at the Event Center's Business office.

TRASH

Lessee and their contractors are responsible for removal of bulk trash, crates, pallets, packing material etc. Additional trash hauls shall be the responsibility of the lessee. Crates, wooden boxes, packing material etc. may not be stored in event areas. All guests, vendors, gifts, props and decorations must be completely out of the building by the listed scheduled time of the rental contract.

U:

Use of Facility

Licensee shall conduct business in the Facility in a dignified and orderly manner with full regard for public safety and in conformity with all Rules and Regulations for facility users, including fire, safety and health rules, as may be imposed from time to time by Company and/or local authorities. Licensee shall provide to the Facility, for Licensor's review and approval (i) a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event, and (ii) a Licensee Operations Plan in substantially the same form supplied by Licensor. Licensee shall update the Plan from time-to-time as may be necessary or appropriate to address any changes in operating conditions. Licensor reserves the right in its sole discretion to accept the Plan, or request modifications to ensure compliance with event rules imposed by the Licensor and all other applicable laws, regulations, codes, ordinances, orders or similar requirements.

Licensee shall conduct business in the Facility in conformity with: (1) all ASM Global "rules and regulations" adopted or prescribed by ASM Global pursuant to a certain operating handbook, which may be amended from time to time by ASM Global, titled "Event Planning Guide", and (2) all federal, state, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws, including, without limitation, fire and safety rules; the Americans with Disabilities Act (the "ADA"); environmental and hazardous materials laws; Title VI and Title VII of the Civil Rights Act of 1964, as amended; and intellectual property law and rights of others (collectively, the "Laws"). Licensee shall be responsible for any violations of the ADA, including, without limitation, those that arise from Licensee's configuration of the seating areas or modification of other portions of the Facility in order to accommodate Licensee's usage. Licensee shall not make any alterations to the Facility without the prior written consent of ASM Global. Representatives of ASM Global and Owner may enter the Authorized Areas at any time and on any occasion in a commercially reasonable manner. All food and beverage services and concessions are reserved exclusively to ASM Global and its designees. ASM Global and its designees shall have the sole right to sell, give away and/or dispense food and beverages (including liquor) in the Facility and the Authorized Areas.

V:

VENDORS/EXHIBITORS

All vendors must enter and exit within your contracted time.

W:

WALLS

Movement of portable walls is to be accomplished by CHECC personnel only.

WEATHER

The Event Center is entitled to cancel or relocate an outdoor event due to inclement weather or the threat of inclement weather. If the weather looks threatening (imminent rain, looming thunder clouds, dangerous winds capable of damaging equipment), the Event Center reserves the right to protect its own equipment, employees and guests by cancelling or possibly relocating an outdoor event to an interior space of the facility. The decision will be made at the sole discretion of Event Center Management.

