

**STARLIGHT EVENT CENTER
AUTHORIZED USER AGREEMENT
ADDENDUM 1**

This agreement is made between Starlight Event Center, a subsidiary of Education Service Center- Region 19 (“MANAGER”) and the group or individual named on quote referred to here on out as (“Authorized USER”).

WITNESSETH,

WHEREAS, MANAGER manages the Starlight Event Center.

WHEREAS, Authorized USER desires to use space in said Starlight Event Center.

NOW THEREFORE, and in consideration of the following Promises, Covenants, and Conditions, the parties hereto agree as follows:

This agreement requires a valid active credit card be provided and kept on file for incidentals. By signing this agreement, you are authorizing the charge of incidentals, should any occur, to your credit card on file. A detailed billing receipt will be provided by email to the email address on file upon charge.

I. **FACILITIES USE:**

The MANAGER does hereby grant to Authorized USER permission to use the specified area(s) including corridors and public areas used for the purpose of ingress and egress to specified area(s), on the date and time specified on the quote.

CONSTRUCTION, REMODELING & RENOVATION:

It is understood and acknowledged by the USER that areas of the Starlight Event Center may be undergoing construction, remodeling and renovation. The USER understands that the MANAGER shall not be responsible for any inconvenience caused by such construction, remodeling, and renovations. Furthermore, the USER agrees to indemnify and hold harmless the MANAGER, his officers, employees, agents, and contractors from any and all claims, demands, loss liability, cost or expense of any nature whatsoever caused by the construction, remodeling, and renovation.

II. **SET UP REQUIREMENTS:**

- (a) A layout detailing specific requirements must be received by MANAGER at least fifteen business (15) days prior to the event. The layout must indicate stage or head table set up as well as room configuration and any other requests USER may have. In the event that changes are requested by USER once MANAGER sets up for the event, then USER will be subject to all labor charges then in effect to make such change(s).
- (b) Equipment prices apply only to items available in the Starlight Event Center inventory. Any equipment needs that are not included in the Starlight Event Center inventory will be billed in accordance with rates available from outside rental agencies as per Allied States Cooperative Contracts. The Starlight Event Center reserves the right to add any additional service fees on procurement of external equipment and services.
- (c) The Starlight Event Center is a no smoking facility by order of the City of El Paso.
- (d) MANAGER shall not be liable for any damages to any property of the USER however caused nor for any loss of property from or on said premises, however occurring.
- (e) A non-refundable deposit of 25% of total cost of room rental, equipment, and services will be required at the time of contractual agreement.
- (e) Cancellation or failure to occupy premises as indicated above will result in forfeiting deposit(s) and being responsible for any further financial obligations.
- (f) In the event USER fails to utilize any facility reserved hereinabove on the date and at the time specified and for the use specified, MANAGER shall have the right to elect, in its sole and absolute discretion, in addition to any other remedy described herein to terminate this Agreement or to adjust the room rental for remaining events to compensate for any lost revenues caused by such failure as determined by MANAGER in its sole and absolute discretion.

III. NON-REFUNDABLE ADVANCED ROOM RENTAL DEPOSIT(S):

Total deposit specified on quote is the non-refundable deposit required.

IV. TOTAL ROOM RENTAL:

Total room rental specified and agreed to on quote.

PAYMENT REQUIREMENTS:

- (a) All payments are to be made payable to Starlight Event Center.
- (b) In the event a specific function, as outlined in Paragraph I., is canceled by the USER, the total room rental amount less any received rental deposits and payments shall be deemed the minimum rent and be immediately due to MANAGER. No refunds shall be made. All addendum costs for labor services supplied and equipment actually used must be paid for by USER from deposit or directly if deposit has not been paid at the time of the cancellation.
- (c) Failure to make advance payments on time shall constitute immediate breach of this agreement by USER. It is agreed that, in that event MANAGER will retain the payments received on the rental theretofore collected and USER agrees that

liquidated damages in that amount are reasonable.

- (d) All deposits and payments will be credited against costs when event is invoiced. Incidental costs and balance of rental fee, if any, are due upon receipt of invoice. USER must pay the entire cost of event 30 days prior to scheduled event date.
- (e) An operational charge of 5% for educational events and 10% for private events of total event price inclusive of catering, equipment, and related services will be assessed for utilities such as internet, water, gas, and electricity.
- (f) Complimentary coffee and water are included and served in lobbies until 10am every day. If additional coffee is required, a catering order must be placed.
- (g) A service charge of \$25.00 will be imposed on any checks returned for non-sufficient or uncollectible funds.
- (h) Vendor booths will be billed an additional \$100 for electricity and related set up costs.
- (i) The MANAGER reserves the right to charge for parking at a rate of \$5.00 per vehicle. Parking on premises will only be permitted for the duration of event.
- (i) Original contract total price is honored 18 months from date of booking. Any changes to the dates of scheduled events into the future are subject to current rates and prices of room reservations, catering, equipment, and related services.
- (j) **A service charge of 5% will be imposed on any payment over \$500.00 paid via credit or bank card.**

VI. ESTIMATED EXPENSES:

Note: All estimated expenses are based on general information provided by the client and are provided for information purposes only. The estimated costs will change due to event requirements. USER may request a detailed cost estimate by Event Coordinator within 3-5 days prior to the event. Actual costs for equipment and staffing per current Starlight Event Center rates will be charged, invoiced and due at the event settlement.

Please refer to quote attached. Total charges subject to change as per attached quote and incidentals during date and time of scheduled event. MANAGER reserves the right to retain credit card information for incidentals.

Items shown as TBD or “to be determined” are not to be defined at the time of contracting but items will be charged to client at settlement based on gross sales, actual equipment use or actual staff hours.

**Note: Additional services are available upon request.
Any changes to this list will be at USER’S expense.**

VII: All food and beverages are to be provided exclusively by the building’s official caterer.

VIII: CERTIFICATE OF INSURANCE OPTION:

USER shall provide a certificate of insurance evidencing comprehensive liability and property damage insurance with coverage of at least one million dollars (\$1,000,000) combined single limit no later than 14 business days before the event. The coverage must be on a per occurrence basis and must be issued by a company licensed to provide such coverage in the State of Texas. In addition to the Starlight Event Center, the following must be included on the policy and certificate and named as additional insured:

Starlight Event Center

USER acknowledges that the insurance must be approved and on file with the Starlight Event Center at least 14 business days before the date of the event.

-or-

If certificate of insurance is not approved and on file by the due date listed above, MANAGER may provide the necessary insurance coverage. Specific insurance information must be submitted to the insurance company for review at least two weeks prior to the starting contracted date. This cost plus a processing fee will be added as additional expenses due to MANAGER by USER.

IX: INDEMNIFICATION:

- (a) USER shall conduct its activities upon the premises so as not to endanger any person lawfully thereon and agrees to indemnify, defend, and hold harmless the MANAGER, his officers, employees, agents, and contractors from any and all claims, demands, loss, liability, cost or expense of any nature whatsoever.
- (b) The USER hereby assumes full responsibility for the acts and conduct of all persons admitted to the premises by consent of USER, and USER agrees to pay damages for any damage to the facility or premises resulting from his use or occupancy thereof, or from persons participating with or attending the function contemplated by this Agreement.
- (c) **USER shall be solely liable for any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) occurring at the Starlight Event Center (whether within or without the Facility) caused to MANAGER, Education Service Center- Region 19, and/or persons and/or property in, on, or near the Starlight Event Center before, during, or after an USER's use of the Starlight Event Center, by 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 USER's use of the Starlight Event Center. USER shall indemnify, defend, and hold harmless MANAGER and Education Service Center- Region 19 from any and all Losses arising out of or in connection with rigging from or to the physical structure of the Starlight Event Center or any fixture thereto, set-up, alterations, and/or improvements at or to the Starlight Event Center necessitated by and/or performed with respect to the USER's use of the Starlight Event Center.**

X. MANAGEMENT:

In permitting the occupancy of Authorized Areas by USER, the MANAGER retains and does not relinquish the right to issue and enforce such rules, regulations, and directives as it may deem necessary for the safe, orderly, and commercially sound operation of the facility. MANAGER'S employees and agents may enter and have access to the areas furnished hereunder at any time, and authorized personnel may enter at reasonable times necessary to the performance of their duties. MANAGER reserves the right to eject or cause to be ejected from the Premises any objectionable person or persons and neither MANAGER nor its agents or security guards shall be liable for damages that may be sustained through the exercise of such right. The USER agrees that it will not allow any person at, in or about the facilities who shall, upon reasonable nondiscriminatory grounds, be objected to by the MANAGER. Such person's right to use the facilities and the Authorized Areas therein may be revoked by the MANAGER. Unless otherwise specified in writing the MANAGER shall be entitled to schedule other events similar to the Permitted Uses both before and after the date of this Agreement without notice to USER.

XI: COOPERATION WITH ALL OTHER USERS:

USER acknowledges that the MANAGER will make available, for use by others, such portions, areas, and facilities of the Starlight Event Center that are not subject to this Agreement. The USER agrees to cooperate in good faith with the MANAGER and those persons using other portions and areas of the Starlight Event Center.

XII. RULES AND REGULATIONS, TERMS AND CONDITIONS AND ADDENDA:

- (a) All of the terms and provisions contained in the Rules and Regulations and Applicable Addenda as specified below for the MANAGER are applicable to this Authorized User Agreement and are made a part hereof as though printed in their entirety.
- (b) USER has received a copy of the following documents and agrees to abide by said Rules and Regulations, and Specified Addendum contents and any modifications of said Documents upon written receipt of written notification of such modifications. Pertaining to and included as a part of this contract are the following: General Rules and Regulations.
- (c) The Parties hereto agree that the terms and conditions of this User Agreement set forth the entire agreement of the Parties hereto and cannot be changed or modified except by an instrument signed by the parties sought to be bound. This shall not limit the MANAGER, or his designee, from imposing any reasonable additional Policies and/or Rules and Regulations which may be necessary in the best interest of the MANAGER for the operation of the facility.

XIII. RETENTION OF LOST ARTICLES:

The MANAGER shall have the sole right to collect and shall have custody of articles left, lost, or checked in the Premises by persons attending any performances, exhibition, or entertainment given or held in the Premises, and the USER or any person in USER's employ shall neither collect nor interface with the collection or custody of such articles.

XIV. RELEASE:

To the extent provided by law, USER, in using the Premises and other facilities of the Starlight Event Center and equipment therein, whether such equipment is specifically described or not, does so at its own risk. MANAGER shall not be liable for any damages to property or damages arising from personal injuries sustained by USER or any of its agents, contractors, employees, patrons, performers, or guests, in or about the Premises, or any portion thereof, or of any other portion of the Starlight Event Center, including the Starlight Event Center building, parking area and walkways. USER assumes full responsibility for any property damage or injury which may occur to USER, its agents, contractors, employees, patrons, performers or guests in, on or about the Premises or other portion of the Starlight Event Center, and USER does hereby fully and forever, on its own behalf as well as on behalf of its agents, release and discharge MANAGER and MANAGER's board members, employees or agents, and Education Service Center- Region 19, its officials and employees, in both individual and official capacities, from any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, whether due to negligence or otherwise, resulting from or arising out of the Permitted Uses or other use of the Premises or any other portion of the Starlight Event Center building, parking area, and walkways and any equipment thereof or contained therein, whether specifically described in this Agreement or not.

XV. CAPACITY:

USER shall not permit the sale or distribution of tickets or passes in excess of the seating capacity of the premises, nor admit a larger number of persons than can safely or freely move about therein. USER shall abide by any COVID-19 related restrictions in capacity and / or sanitation policies as outlined by the MANAGER.

XVI. STATUTES/PERMITS:

USER hereby acknowledges that the Starlight Event Center requires the full compliance of all Federal, State and local statutes and regulations as they may pertain to any and all activities conducted within these facilities. This compliance includes sales activities and the mandated and remittance of all appropriate State and local sales taxes and purchase of business permits.

XVII. PAYMENT TO CONTRACTORS AND CONCESSIONAIRES:

All charges of contractual labor, service contractors, catering, and other accounts payable to independent contracts and concessionaires must be paid in full upon presentation of invoice within 72 hours unless other arrangements for payment are specifically authorized by the contractor or concessionaire and may be deducted from any funds on deposit by the Starlight Event Center.

XVIII. INFLAMMABLE MATERIALS:

USER shall not, without the prior written permission of MANAGER, put up or operate any motor machinery on the Premises or use open flames, or use or store oils, burning fluids, camphene, kerosene, naphtha or gasoline or other gases for either mechanical or other purposes. The use of pyrotechnics, smoke machines, and bubbles is not permitted without the prior written consent of the MANAGER. USER shall file with the MANAGER a written application for such use prior to USER obtaining MANAGER's written permission therefor.

XIX. USE OF VEHICLES:

Except during specified move-in periods the USER shall not drive or cause to be driven any vehicle on the premises without the written consent of the General Manager.

XX. NON-DISCRIMINATION:

The USER shall not discriminate against any person or persons in connection with admission, services, or privileges offered to or enjoyed by the general public because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin.

XXI. LEGAL RECOURSE:

In the event the USER violates any of the terms or conditions of this Agreement, MANAGER shall have, in addition to any other legal recourse, the right to terminate this Agreement and obtain possession of the entire facility, and to remove and exclude the USER therefrom, all without service of notice or resort and without any legal liability on its part.

XXII. COMPLIANCE WITH LAW:

USER, at its sole cost and expense, shall comply and secure compliance with requirements, including, but not limited to, wage and hour guidelines, and shall faithfully observe and secure observance in the use of the premises of all municipal ordinances and State and Federal Statutes now in force or which may hereafter be in force.

XXIII. NO ASSIGNMENT:

This Agreement is personal to the **USER**. It cannot be assigned and any attempt to assign this Agreement will terminate all rights and privileges herein granted.

XXIV. LIENS:

USER agrees to pay promptly the costs, expenses and other charges incidental to the use and occupation of the facilities authorized herein and to hold the Education Service Center-Region 19 and MANAGER harmless from, and to indemnify it against, any such expenses and charges and from all claims, demands and liens of whatever character arising by reason of contract, expressed or implied, or negligence, or any part of any other act of omission on the part of any person other than Education Service Center- Region 19 or MANAGER. Such

costs shall include all expenses and attorneys' fees incurred by Education Service Center-Region 19 and MANAGER in connection with any asserted claim, demand or lien.

XXV. FORCE MAJEURE:

In the event the MANAGER's obligations to the USER under this agreement be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God or any law ordinance, rule or regulation which becomes effective after the date of this Agreement or any other cause beyond MANAGER's reasonable control, the MANAGER shall not be liable to perform. The USER hereby waives any claim for damages or compensation for such delay or failure to perform, other than a return to it of any monies paid directly to the MANAGER, but no other.

XXVI. BINDING EFFECT, ASSIGNABILITY:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns. This agreement or any right hereunder may not be assigned by USER without the express written consent of MANAGER, which consent will not be unreasonably withheld.

XXVII. ENTIRETY OF AGREEMENT:

It is understood and agreed that MANAGER makes no representation or agreement, oral or otherwise outside the terms of this permit.

AMENDMENTS

No alteration may be made to this contract, all modifications must be in writing and agreed upon at execution by an authorized representative of the **MANAGER**. Additional changes and/or request by the **USER** (or his or her assign(s)) could cause an increase in the rental fees.

XXVIII. BMI/ASCAP CHARGES:

USER agrees to bear all BMI, ASCAP and SESAC charges attributable to this event.

XXIX. CONTRACTED SERVICE PROVIDERS:

If USER elects to use a contract service provider other than the authorized Starlight Event Center contract provider, and comparable services are available through the Starlight Event Center audio visual provider, USER shall pay the Starlight Event Center a charge equivalent to 20% of total charges by such non-authorized contracted service provider.

CONTRACTED AUDIO VIDEO SERVICE PROVIDERS:

If USER elects to use a contract audio video service provider other than the authorized Starlight Event Center contract provider, and comparable services are available through the Starlight Event Center audio visual provider, USER shall pay the Starlight Event Center a charge equivalent to 20% of total charges by such non-authorized contracted service provider.

XXX. CANCELLATION BY USER:

USER must submit written notice of cancellation to the Starlight Event Center prior to the cancellation of any date or dates covered by this agreement. In the event that USER cancels event, USER shall be responsible for and shall pay MANAGER the fixed rental from such event and 35% of the projected food and beverage fees (see Catering Department Terms and Conditions) scheduled to be received by MANAGER in connection with such event. Upon receipt of USER's written notice of cancellation, MANAGER shall invoice USER for all applicable rental and fees, such fees will be due and payable thirty (30) days from date of invoice.

XXXI. CANCELLATION BY MANAGER:

This agreement may be canceled without liability to MANAGER, under any of the following conditions: (a) if the USER is found to have provided false or misleading information, (b) if MANAGER finds that the use or proposed use will be detrimental to the health, safety or morals of the MANAGER or to the efficient operation of the Starlight Event Center for the public welfare, (c) should any individual or group (members or guests) willfully or negligently mistreat or damage the equipment or facilities or violate any of the policies, rules, regulations, terms and conditions established for use of the facilities, (d) for recurring activities if attendance falls below the standard, established for each use area within the Starlight Event Center by MANAGER in its sole and absolute discretion, (e) for failure to notify MANAGER of cancellation of any date or dates covered by the contract, (f) if USER defaults on any or has not completed all conditions and requirements for use of facilities within twenty (20) days of event, (g) in case the facility or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, wars or acts of military authorities shall render the fulfillment of the contract difficult or impossible to perform, (h) if the facility is needed for public necessity or emergency use as determined by the MANAGER or (i) upon thirty (30) days' written notice to USER. No refund shall be made if cancellation occurs less than sixty (60) calendar days prior to the date reserved. Cancellations related to COVID-19 by MANAGER may be rescheduled within 1 year of original date of event. Failure to do so will cause USER to forfeit any deposit and payments already made to Starlight Event Center.

XXXII. COVID-19 WARNING:

An inherent risk of exposure to COVID-19 exists in any place where people gather. COVID-19 is an extremely contagious disease that can lead to severe illness and death. USER assumes all risks, hazards, and dangers arising from or relating in any way to the risk of

contracting a communicable disease or illness—including, without limitation, exposure to COVID-19 or any other bacteria, virus, or other pathogen capable of causing a communicable disease or illness, whether that exposure occurs before, during, or after the event, and regardless of how caused or contracted—and you hereby waive any and all claims and potential claims against Starlight Event Center, Education Service Center- Region 19 and any contracted service providers working in conjunction with the Starlight Event Center — relating to such risks, hazards, and dangers.

XXXIII. PARKING

MANAGER has the exclusive right to control parking areas located on its property and parking is on a first come, first served basis. Parking spaces are limited. Charges associated with Parking will be included in the final estimates.

XXXIV. EVENT SPACE & RATES

The Premises maximum capacity is 1,000 people banquet style. The large conference room (5 breakout rooms combined: Rio Grande Summit Room, Sunset Room, Scenic Drive Room, Trans Mountain Room, and Mission Trail Room) will accommodate 1,000 people with 100 tables and 1,000 chairs. Additional charges incurred for extra tables and will be applied to bill (please see quote). Evening events are from 6:00 PM -12:00 AM. If there are no food or beverages items for the event, an automatic daytime/evening room rental will apply.

XXXV. SECURITY

The MANAGER arranges for all security officers. A minimum of one officer per 100 guests, with a charge of \$65.00 per hour plus tax per security guard is required. The MANAGER reserves the right to call additional security officers, as needed, at the USER's expense. The MANAGER reserves the right to discontinue the event for safety purposes.

XXXVI. SPECIAL EFFECTS

The MANAGER restricts the use of fog, vapor, bubble, confetti, or smoke machines. Candles, fireworks, pyrotechnics, and other open flame products are also restricted.

XXXVII. DAMAGES TO FACILITY/TABLES/CHAIRS

USER assumes full responsibility for any damages incurred to any MANAGER property during the hours of setup time and/or the scheduled event. Replacement costs for chairs, tables, and other furniture or supplies can be found on the last page of this document. Any marks, dents, or holes to the walls of the facility are calculated at the market rate to fix the damage.

XXXVIII. COMPLIANCE

USER agrees to comply with all City of El Paso ordinances and State and/or Federal laws relating to the use of the Starlight Event Center, including but not limited to Internal Revenue Service Regulations for collection of any fees or funds; the TABC regulations for liquor licenses and all other regulations and legal decisions related to the service of alcoholic beverages. Illegal use of drugs or narcotics on the premises is strictly prohibited and will result in the termination of the event. The MANAGER will fully cooperate with law enforcement agencies in prosecutors of perpetrators of this provision to the fullest extent of the law.

XXXIX. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XXXX. DISPUTE RESOLUTION

In the event of dispute resolution over this Agreement, the non-prevailing will pay the other's costs and attorney's fees.

XXXXI. GOVERNING LAW and EXCLUSIVE VENUE

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving the parties of this contract must be brought exclusively in the state and federal courts located in El Paso, El Paso County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts.

XXXXII. ATTORNEYS FEES:

If either party to this Agreement is required to initiate or defend or made party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to its reasonable attorneys' fees. Attorney's fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other costs and expenses which are incurred in connection with such action. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

XXXXIII. TOTAL CHARGES:

User agrees to total pricing and charges as stated on quote.

XXXXIV. RETURN OF CONTRACT:

Completed Contract must be returned to the Starlight Event Center at least 14 business days before the date of scheduled event and must be accompanied by payment of all fees and other conditions then due or contract may be deemed null and void at MANAGER'S discretion.

**STARLIGHT EVENT CENTER
GENERAL RULES AND REGULATIONS
ADDENDUM 2**

General rules and regulations have been established to insure public safety and that the Starlight Event Center employees, users and related service providers are working in a safe and orderly environment. These rules and regulations should serve as a guideline for all concerned. Any requests for variations or exceptions should be submitted to the event management personnel of the Starlight Event Center and must be approved in writing by the Director or Events Coordinator for the Starlight Event Center, ("MANAGER").

1. **ALL** advertising copy must contain the following:
 - Starlight Event Center Logo
 - "No refunds-Exchanges \$ ____ .00 per ticket"
 - Starlight Event Center
 - * Note that the user may wish to include the name of a specific room (e.g. Trans Mountain Room, Starlight Event Center, 6650 Continental Drive, El Paso, Texas 79925)
 - "Postage and handling charge" (if user has arranged for mail-in purchases)

ALL ad copy and mailings, flyers, etc. must be reviewed and approved by the Starlight Event Center and Events Coordinator prior to being printed.

2. Helium balloons may not be given out inside the facility or on the Starlight Event Center property to attendees. Balloons may be permanently attached to and removed from displays by the Starlight Event Center staff only for an additional labor charge.
3. Adhesive backed decals and stickers may not be given out on the Starlight Event Center property. "Glitter" or "Confetti" is not permitted in the Starlight Event Center without written consent of MANAGER.
4. Animals and pets are not permitted in the building except when allowed by management in the user agreement. Service Animals as defined by the Americans with Disabilities Act ("ADA") are permitted.
5. Starlight Event Center permanent graphics, signs or displays may not be visibly blocked in any manner nor may temporary signs or decorations be attached to permanent building graphics.
6. Furniture and equipment owned by the Starlight Event Center normally used in public areas may not be removed or repositioned without written permission from the Starlight Event Center management. All registration or display tables in public areas (i.e., corridors, lobbies) must be skirted.
7. Starlight Event Center office telephones are reserved exclusively for Starlight Event Center business. Starlight Event Center numbers may not be published as an official show or convention number.

8. The Starlight Event Center official in-house concessionaire and catering company is the only firm allowed to serve food and beverage of any kind on Starlight Event Center property that is packaged to be consumed on the premises. Servers and catering personnel shall be provided by the MANAGER at the recommended service ratio established by the MANAGER. Consumables that are to be given to attendees free of charge must be arranged for in advance with the in-house concessionaire and approved by the MANAGER.
9. Smoking is not permitted inside the Starlight Event Center or Parking Garage.
10. Decorations may not be fastened to ceilings, painted surfaces, columns or fabric and decorative walls in such a manner as to damage those surfaces. The USER must return the Starlight Event Center back to management in the same condition that it was received. All damage to the Starlight Event Center's property or equipment shall be the responsibility of the USER and/or the person or organization causing such damage. Show managements must inspect all areas covered by the USER's agreement prior to move-in and following move-out. Damages should be reported immediately to the Starlight Event Center management.
11. Any set-up changes requested by USER must be made no less than 7 days prior to the scheduled date of the event, or USER will be subject to additional set up and equipment rental charges.
12. Movement of portable walls and any equipment owned by the Starlight Event Center can only be accomplished by Starlight Event Center personnel and will not be conducted while a scheduled event is being executed.
13. House lighting, ventilation, heat, or air conditioning will be provided as required during show open times. Energy conservation is of prime concern and minimal light and comfort levels will be maintained during move-in and move-out periods. Rehearsals and similar pre-event activities may be assessed a utility charge for special light and comfort level requirements.
14. The facility is normally secured from 5:00 p.m. to 7:30 a.m. every day. Any time USER or his service contractors are in the facility, security guards must be present to ensure the safety of everyone concerned. Security guards must be supplied by the company approved by MANAGER at cost of USER.
15. USER will be required to provide security in loading dock areas, lobby areas, emergency exits, registration area and any other area being occupied by USER or attendees of the event. The expense of all security is the responsibility of the USER. A minimum number of security guards will be required for each USER as determined to be necessary by Starlight Event Center event management.
16. All areas to be locked and secured by USER must be approved by Starlight Event Center management.
17. All service contractor and show-related working personnel, temporary labor, etc., should enter and exit the building through designated employee entrances and are to be properly badged.
18. Exterior exit doors and loading dock exit doors are not to be propped open. Automated closing devices are not to be removed or tampered with.

19. No soliciting is permitted on Starlight Event Center property.
20. Safety of all occupants of the Starlight Event Center is of utmost concern. 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.
21. During the times of move-in and move-out the following rules and regulations may result in the violators being removed from Starlight Event Center property:
 - a. Loading or unloading is permitted only through the loading dock and freight elevator. No loading or unloading is permitted through the pedestrian 3 bank elevators. **NO EXCEPTIONS.**
 - b. Absolutely no drinking of alcoholic beverages unless prior approval from MANAGER has been obtained.
 - c. Use or possession of illegal or controlled substances and/or firearms of any kind is prohibited; violators will be prosecuted.
 - d. No speeding or reckless use of vehicles or equipment will be permitted.
 - e. No gasoline, kerosene, diesel fuel or other liquids may be stored, permanently or temporarily, in hazardous work areas.
 - f. No re-fueling activity of any kind is permitted. Re-fueling must be accomplished a minimum of fifty (50) feet beyond the exterior of the building.
 - g. Exit doors may not be blocked with freight, equipment, display materials, etc.
22. All lobby areas, entrances, restrooms, and concession areas are public spaces and can only be used by USER under the following guidelines:
 - a. All activities utilizing public areas, such as registration, special exhibits or displays, etc. must be approved in advance. Detailed floor plans with specifications are to be submitted to Event management staff for approval.
 - b. Motorized vehicles, forklifts, gas, or electric carts may only be used on Starlight Event Center property with written permission and an appropriate pass from Event management (only six vehicles will be allowed into convention hall at a time during move-in and move-out). All carpeted areas must be completely protected before any equipment will be allowed on the carpet.
 - c. Clear access must be maintained to all food and beverage areas.
 - d. All public areas will be outlined on the floor plans prior to the essence of USER agreement.
23. All parking areas are under the exclusive control of Starlight Event Center management and the following rules will apply:
 - a. No parking in fire lanes, service roads, vacant exhibit halls, loading dock areas or any other location posted "no parking", this rule will be strictly enforced. Unauthorized vehicles will be removed at owner's expense.
 - b. When two or more events require loading dock access, service contractors will generally work out mutually agreeable dock utilization schedules. Otherwise, Starlight Event Center management will allocate specific docks to each event as deemed appropriate.
 - c. Any paid parking or food service in parking areas will be controlled by Starlight Event Center in-house contractors.

24. Crate storage is not permitted in exhibit halls or interior building areas under any circumstances. Refer to fire regulations for specific crate storage information.
25. All services must be provided by companies approved by Starlight Event Center management.
26. Tape removal is the responsibility of the USER and their service contractors.
27. USER and their service contractors are responsible for removal of bulk trash, crates, pallets, packing material, etc. prior to show opening and during move-out. Management reserves the right to charge a cleanup fee at prevailing rates.
28. All trash hauls shall be the responsibility of the USER and an invoice for same will be included in the final settlement.
29. The Starlight Event Center does not accept advance freight shipments for exhibitors or licensees without prior written permission, and at prevailing drayage rates. Freight must be consigned to the official service contractors or exhibit service contractor or delivered direct to service contractors or USER during the agreement period.
30. Mail received on-site should be addressed to the appropriate show or event. Mail will be held in the Starlight Event Center offices until the first day of the agreement period, at which time it will be delivered to show management. No packages or freight will be accepted prior to the contracted move-in dates without prior permission of manager in which instance a storage fee will be assessed. MANAGER is not responsible for lost items.
31. Five copies of the floor plans for Event Center use must be delivered to Starlight Event Center management a minimum of 30 days prior to event. USER will submit plans for final approval by the Fire Marshal.
32. USER agrees that everyone connected with the Permitted Uses shall comply with all laws of the United States and the State of Texas and all El Paso City and El Paso County ordinances, together with all requirements of the El Paso Police and Fire Departments or any other law enforcement agency, and will not do, nor allow to be done, anything on the Premises during the Term of this Agreement in violation of any such laws or ordinances; and if the attention of the MANAGER is called to such violation on the part of the USER, such USER will immediately desist from and correct such violations. USER will obtain at its own expense all licenses, permits and union and trade organization clearances required by any public body or by contract for used by the USER of the Premises and/or for the exhibition, playing, showing or presentation of any visual or sound compositions or productions.
33. If any portion or all of Premises or any other portion of the Starlight Event Center buildings or furnishings are damaged by the negligence or default of the USER, USER will pay MANAGER upon demand such sums as may be necessary to restore the Premises or any other portion of the Starlight Event Center building or furnishings to its former condition.
34. In the event that the Premises are not vacated by USER upon the expiration of the Term, MANAGER is authorized to remove from the Premises, at the expense of the USER, all goods, wares, merchandise and property of any kind left therein, and MANAGER shall not

be liable for any damages to or loss of such goods, wares, merchandise or property which may be sustained by reason of such removal, and the MANAGER is hereby released from any and all claims for damages of whatever kind or nature, including but not limited to non-use or unavailability of such property. Nothing contained in this Agreement shall in any way constitute MANAGER as a depository of any such properties whether owned by USER or a third party.

35. The MANAGER reserves, and at all times shall have, the sole right to operate or have operated in its behalf all commercial enterprises, including concessions, bars and catering operations and to sell or otherwise provide food, periodicals, camera equipment, health aids, flowers, printed materials of any kind, novelties and photographs. All parking services, rights and privileges are reserved for the MANAGER.
36. USER hereby acknowledges and understands that the selling, distribution, and consumption of all alcoholic beverages must be in accordance with the laws, statutes, and regulations of the State of Texas. The State of Texas has issued an Alcoholic Beverage On Premise License to the Starlight Event Center for their exclusive sale and distribution of alcoholic beverages at on all Starlight Event Center property. USER hereby acknowledges and understands that license precludes the dispensing of alcoholic beverages to individuals under the age of 21. USER agrees to assist in preventing any consumption of alcoholic beverages by underage attendees.
37. USER will not post or allow to be posted, signs, advertisements, showbills, lithographs, posters or cards of any description in or on any part of the Premises, except in regular locations provided by and only those pertaining to Permitted Uses for such period of time as designated by the MANAGER will be allowed. USER shall remove all such signs objectionable to MANAGER.
38. USER shall not bring onto nor set off nor exhibit on nor over said premises, fireworks or explosives without prior written approval of the City Fire Marshal; nor shall USER do or permit to be done, any act which shall invalidate or increase the risk or impair the rights to the City under any insurance policy which the City may be an assured.
39. USER shall provide an original Certificate Of Insurance evidencing comprehensive liability and property damage insurance with coverage of at least one million dollars (\$ 1,000,000) combined single limit. The coverage must be on a per occurrence basis and must be issued by a company licensed to provide such coverage in the State of Texas. The following entities must be named as additional insured: Starlight Event Center. The Certificate of Insurance must be filed 30 days prior to the event and the Starlight Event Center management reserves the right to purchase the necessary insurance at USER's expense.

The following rules will apply to all exhibit events:

- a. Detailed floor plans are required for exhibit halls and registration or special activities and exhibits scheduled in any public areas of the Starlight Event Center, including the exhibits located in the meeting rooms or ballroom.
- b. All exhibit floor or registration plans should include the following information:

- Official name of the show, sponsoring organizations, dates, and name of service contractor.
- All plans should be clearly indicated.
- Aisle widths should be clearly indicated.
- Primary entrance doors and emergency exits should be readily determined.
- We request that all service desks that are supplied by Center's exclusive companies be included with other service desks.

40. The Basic Fire Code Regulations will be as follows:

- a. 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 shall be considered a part of all licenses whether specifically referenced or not. Reference copies of the Life Safety Codes are available in the Starlight Event Center Management office. Fire regulations, under the current code as of 12/1/94, regarding display of or use of vehicles are as follows: **Sec.25.502**
 - a. **General.** Display of liquid and gas fueled vehicles and equipment inside an assembly occupancy shall be in accordance with this section.
 - b. **Batteries.** Batteries shall be disconnected in an approved manner.
 - c. **Fuel Systems.**
 - 1. **Fueling.** Vehicles or equipment shall not be fueled or defueled within the building.
 - 2. **Quantity Limit.** Fuel in the fuel tank shall not exceed one-quarter of the tank capacity or five gallons, whichever is less.
 - 3. **Inspection.** Fuel systems shall be inspected for leaks.
 - 4. **Closure.** Fuel-tank openings shall be locked and sealed to prevent the escape of vapors.
 - d. **Location.** The location of vehicles or equipment shall not obstruct or block exits. Additionally, plastic must be placed under each vehicle once the vehicle has been placed for display.
- b. All drapes, curtains, table coverings and skirts, carpet or any materials used in exhibits must be flame retardant. All such material is subject to inspection and testing by the Fire Marshal.
- c. Firefighting and emergency equipment may not be hidden or obstructed, including fire extinguishers and fire hose cabinets, fire alarm pull stations and stand pipes.
- d. Crates, wooden boxes, packing material, etc., may not be stored in exhibit halls, meeting rooms or exit areas.
- e. Crates **MAY NOT** be stored in dock wells or on the dock apron, except that crates may be stored inside trailers in the dock wells.
- f. Under no circumstances will crate storage or equipment storage be permitted to obstruct emergency exits from any area of the building. This requirement will be strictly enforced!

- g. Crate storage is considered a potentially hazardous situation and service contractors should be submit all crate storage plans to event management for approval.
 - h. All electrical equipment must be UL approved and all gasoline engines must be AGA approved. Refer to electrical and utility rate schedules for detailed electrical, gas, water and compressed air requirements for exhibits.
 - i. All emergency exits, hallways and aisles leading from the building are to be kept clear and unobstructed. Vehicles in fire lanes or blocking exits, etc., will be removed at owner's expense.
 - j. The use of welding equipment, open flames or smoke emitting materials as part of an exhibit must be specifically approved on an individual basis by the City Fire Marshal. Written specifications may be submitted to Starlight Event Center management for Fire Marshals approval.
- 41. Events or circumstances not covered in these operating policies and procedures may be subject to special consideration and stipulations as deemed appropriate by the Starlight Event Center management.
 - 42. All tickets must be sold through the Starlight Event Center and its ticket agent unless previous arrangements have been made with the MANAGER for special circumstances such as non-profit fundraising.
 - 43. All ushers and associated office personnel must be provided by MANAGER.

Questions and clarifications should be directed to Starlight Event Center, 6650 Continental Drive, El Paso, Texas 79925, telephone (915) 780-5345.

The following chart itemizes the cost of broken or lost furniture, and the cost of repair or replacement of Starlight Event Center supplies, equipment, etc. In addition, there are additional fees that may be incurred by the client during or after the event. Such fees will be determined appropriate by the Starlight Event Center MANAGER.

Item/Service	Cost
Chair	\$50
Table	\$250
Repaint wall	Contingent on work required
Clean up fee	Starting at \$300
Storage fee	Starting at \$300
Damage	Contingent on damage

Please note all fees are subject to tax.