PENNSYLVANIA CONVENTION CENTER
REGISTRATION AND RIGHT OF ENTRY LICENSE AGREEMENT
EVENT CONTRACTOR

This Registration and Right of Entry License Agreement ("Agreement") dated _____ is entered between **SMG**, a Pennsylvania general partnership ("SMG") as Manager for the **Pennsylvania Convention Center Authority**, One Convention Center Place, 1101 Arch Street, Philadelphia, PA 19107, an agency and public instrumentality of the Commonwealth of Pennsylvania (the "Authority") and

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____ ("Licensee").

WHEREAS, the Authority operates and maintains the Pennsylvania Convention Center ("Facility"); and

WHEREAS, pursuant to a Management Agreement dated November 1, 2013 between SMG and the Authority, SMG has the express authority to enter into agreements on the Authority's behalf relating to the use of the Facility; and

WHEREAS, SMG licenses Customers to use certain areas of the Facility for shows, parties, conventions, trade shows and other events (collectively referred to as "Events"); and

WHEREAS, Customers retain the services of independent contractors, commonly referred to as an "Event Contractor(s)", for a variety of purposes in the conduct of an Event; and

WHEREAS, Licensee desires to have access to the Facility for the purpose of working as an Event Contractor; and

NOW, THEREFORE, SMG and Licensee, in consideration of the mutual agreements herein contained and intending to be legally bound, agree as follows:

1) Non-Exclusive Grant of Access.

Subject to the terms and conditions set forth herein, SMG hereby grants to Licensee, and Licensee hereby accepts from SMG, the limited, non-exclusive privilege to enter the Facility for the purpose of conducting business as an Event Contractor. It is expressly understood that this Agreement does not in any way grant or convey any permanent or temporary easement, lease, fee, or other interest in the Facility to the Licensee. This Agreement is not exclusive and SMG specifically reserves the right to grant other rights of entry.

2) Duration.

This License shall commence on the date set forth above and shall continue in full force and effect until terminated by either party. Provided, however, that Licensee's warranties and its insurance and indemnification obligations shall survive the termination of this Agreement.

3) Responsibility for Agents and Employees.

Every act or omission of whatsoever nature by an officer, director, manager, independent contractor, agent or employee of the Licensee shall be deemed and held to be the act or omission of such Licensee.

4) Licensee Information Statement.

Immediately upon the effective date of this Agreement, Licensee shall submit a completed Licensee Information Statement, which is attached to this Agreement as Appendix A. Licensee shall update the Licensee Information Statement prior to any anticipated change affecting the accuracy or completeness of any statement currently on file with SMG. In addition, Licensee shall update the Licensee Information Statement currently on file with SMG. In addition, Licensee shall update the Licensee Information Statement within five (5) days in the event Licensee becomes aware that an existing statement contains inaccurate or incomplete information. Licensees shall certify that the Licensee Information Statement is correct and complete concurrently with the submission of its annual License Processing Fee as set forth in Section 6 of this Agreement.

5) License Processing Fee.

Each year, Licensee shall pay to SMG an annual License Processing Fee. SMG reserves the right to adjust the amount of the License Processing Fee each year. The amount for the annual License Processing Fee will be listed on the Licensee Information Statement, Appendix A.

6) Invoice.

Following execution of this License, and annually thereafter, SMG shall issue an invoice for the License Processing Fee to Licensee at the address indicated on the Licensee Information Statement. SMG shall also send to Licensee a form for certification that the Licensee Information Statement is correct and complete. Not later than January 1st each year, or 30 days after issuance of invoice, whichever is later, Licensee shall remit the License Processing Fee to SMG along with the required certification. A per day surcharge shall be added and due for each day the License Processing Fee is not timely received by SMG. Licensee's failure to pay any SMG issued invoice (whether related or non-related to this Agreement) shall result in termination of this Agreement.

7) Licensee Property- Risk of Loss.

All property of any kind which may be at the Facility (whether belonging to the Licensee or to third parties) shall be at the sole risk of Licensee or those claiming by, through or under Licensee, and SMG shall not be liable to Licensee for any injury, loss or damage to any person or property at the Facility in any event. All equipment and other property brought onto the Facility by Licensee, its agents, employees or invitees shall be stored in areas designated by SMG or its designated representative. SMG shall not be responsible for

carrying any insurance of any kind to cover any of Licensee's personal property at the Facility.

8) Indemnification.

a) Licensee agrees that Licensee will defend, indemnify and hold SMG, the Authority, and their board members, officers, employees, agents and consultants (the "Indemnified Parties") harmless from and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, including attorneys' fees, and judgments asserted against or recovered from the Indemnified Parties arising from or related to this Agreement or its enforcement, including, but not limited to, any injury, personal injury, death, damage or damage to personal property (including damage to the Facility) (collectively "claim(s)") to the extent that any such Claim arises out of, is caused by or results from, in whole or in part, (a) any act, omission, negligence, misconduct, fault, or violation of law or ordinance associated with the use, misuse, or occupancy of Facility by Licensee and its agents, employees, contractors, guests, invitees, or any other person entering the Facility with the implied or express permission of Licensee; or (b) any breach of any representation, warranty, covenant, or provision of this Agreement by Licensee. Licensee covenants and agrees that in case an Indemnified party or the Indemnified Parties shall be made a party to any litigation brought by or against Licensee or relating to this Agreement or to the activities of the Licensee licensed hereunder, then Licensee shall and will also pay all costs and expenses, including reasonable attorneys' fees, court costs, and settlement payments, incurred by or imposed upon the Indemnified Parties by virtue of any such litigation.

b) Licensee's duty to indemnify does not apply to loss or damage resulting from the sole negligence, sole gross negligence or sole willful misconduct of the Indemnified Parties, provided however, that the Licensee must defend the Indemnified Parties until it has been determined by a court of competent jurisdiction that the loss or damage resulted from the sole negligence, sole gross negligence or sole willful misconduct of the Indemnified Parties.

c) Licensee's duty to indemnify the Indemnified Parties shall survive the termination or expiration of this License and is independent from, and not limited in any manner by, the Licensee's insurance coverage obtained pursuant to this Agreement or otherwise.

9) Insurance.

The Licensee will secure and furnish to SMG prior to the commencement of this Agreement certificates of insurance that evidence that Licensee has met the insurance requirements set forth in Appendix B. Licensee shall provide amended or updated insurance certifications as such requirements are changed by SMG. At a minimum, the insurance shall include the following:

a) The coverage required herein shall be with companies and in a form satisfactory to SMG and shall be in effect during all periods specified in this Agreement.

b) All policies of insurance required hereby shall provide that the insurance company will give notice in writing to SMG at least thirty (30) days in advance of any material change in or cancellation of the policies, provided, however, that such policies shall

also provide that no cancellation or amendment or modification reducing the extent of insurance provided under the policy, once the policies have been filed with SMG, shall be effective if such amendment or modification or cancellation will leave Licensee without insurance of the type herein required to be procured during the term of the Agreement or any portion thereof.

c) Licensee agrees that it shall not permit any condition to exist which would wholly or partially invalidate such insurance. The failure of the Licensee to provide insurance in accordance with this Section 10 shall be a breach of this Agreement and shall, notwithstanding any cure period set forth in Section 12 below, preclude Licensee's access to the Facility. Failure of SMG to demand certificates or other evidence of full compliance with these insurance requirements or failure of SMG to identify a deficiency from evidence that is provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance as required in this Section 10.

d) The insurance required pursuant to this Agreement shall be maintained in force for a period of five (5) years following termination of this Agreement and this requirement shall survive beyond the termination of this Agreement.

10) Termination or Suspension for Convenience.

SMG has the right to terminate or suspend this Agreement, in whole or in part, for any reason, including the convenience of SMG, by providing Licensee with written notice specifying the date of termination. On the date specified in the notice, this Agreement will terminate.

11) Default.

a) This License may be terminated or suspended following the occurrence of an Event of Default. The following constitute Events of Default by Licensee:

   i) Rude, violent, illegal, destructive or inappropriate behavior by Licensee, its agents or employees.

   ii) Any action or omission, which causes, in whole or in part, the improper stoppage or delay of or interference with any Event or business of the Authority or work of any employee or other licensees or sub-licensees.

   iii) Failure to comply with any provision of this License or the rules and regulations related to the use of the Facility; or directives of SMG personnel.

   iv) Failure to comply with the Pennsylvania Convention Center Code of Conduct.

   v) Failure to maintain insurance in effect as required under this License.

   vi) Failure to indemnify SMG, the Authority, and their officers, agents and employees as required under this License.

   vii) Failure to update and keep current Licensee Information as required under this License.

   viii) Any other acts or omissions constituting a material breach of this License.

b) SMG, in its sole discretion, shall determine whether a default is material and whether it can be cured. In the event SMG determines that an Event of Default can be cured,

it may provide Licensee with notice setting forth the Event of Default and cure requirements, including the time period permitted for cure. Licensee shall cure any Event of Default as provided in the notice.

c) SMG's decision is final and takes effect when notice is given or such time as set forth in the termination notice. Upon the date of termination, Licensee shall no longer have the right to enter the Facility or any other property of the Authority.

d) In lieu of termination, SMG may suspend this License, for such period as SMG may determine; or bar identified Licensee personnel from the Facility.

e) Termination, suspension or a bar on Licensee's access to the Facility are not intended to be exclusive of any other remedies available in the Event of Default. Rather, every remedy is cumulative and in addition to any other remedies, existing now or later at law, in equity or under the Agreement.

f) No delay or omission to exercise any right or power occurring upon any event of default impairs the right or power nor is it a waiver of or acquiescence in any Event of Default. Every right and power may be exercised from time to time and as often as SMG considers expedient.

g) If a court of competent jurisdiction determines that SMG wrongfully terminated Licensee, then the termination shall be treated as a termination for convenience.

12) Compliance with Rules and Regulations.

a) This License expressly includes by reference any rule and regulations of SMG or the Authority, from time to time, establishes regarding the use of the Facility. Licensee shall abide by all such rules and regulations and acknowledges that the violation of any one of the provisions of these constitutes a violation of the terms of this License. The rules and regulations are governed by various local, state and federal laws, including the Pennsylvania Convention Center Authority Act, 64 Pa. C.S. 6001 et seq., as amended.

b) Licensee shall comply with all show management work rules and show rules. It is the responsibility of Licensee and its employees to be informed of rules and regulations.

c) Licensee acknowledges and understands that Elliott-Lewis Corporation ("Elliott-Lewis") is the Labor Supplier authorized to provide show labor at the Pennsylvania Convention Center and that all show labor is only available through, and must be provided by, Elliott-Lewis utilizing the Labor Unions signatory to the Pennsylvania Convention Center Authority's Customer Satisfaction Agreement ("Customer Satisfaction Agreement"). Licensee acknowledges and agrees that they will obtain Show Labor Workers only from the Labor Supplier. Licensee further acknowledges and agrees that it does not have authority, without the express written approval of the Authority, to alter Show Labor work jurisdictions from those determined by Elliott-Lewis as provided in the Customer Satisfaction Agreement.

d) Without limiting the application of other rules and regulations from time to time adopted, Licensee agrees to use and occupy the Facility pursuant to the following which are incorporated by reference:

i) The Pennsylvania Convention Center Authority's Customer Satisfaction Agreement, which provides for Customer, Show Management, Exhibitor and Contractor rights. In particular, and without limitation to all other obligations, Customer acknowledges and understands that Exhibit A to the Customer Satisfaction Agreement regarding show labor work jurisdictions determines what labor union jurisdiction, if any, applies to show labor work.

ii) The Pennsylvania Convention Center Authority Code of Conduct.

iii) The Pennsylvania Convention Center Authority Anti-Discrimination Policy.

iv) The Pennsylvania Convention Center Drug-Free Workplace Policy.

v) The Pennsylvania Convention Center Forklift policy.

vi) The Pennsylvania Convention Center Motorized Equipment policy.

13) Compliance with Law.

a) Licensee shall comply with all applicable statutes, ordinances, rules, orders, regulations and directives which are in force or applicable during the periods specified herein, issued, adopted or enacted by the federal or state governments or any department, bureau or office thereof, or by the City of Philadelphia, including without limitation any restrictions of record on the property of the Authority, and any requirements or conditions of any insurance policy of SMG or the Authority. Licensee's use shall not cause any increase in premiums on any such policy.

b) Licensee shall obtain and pay for any and all permits, licenses and taxes required for the use of the Facility.

14) Amendment or Modification.

This License Agreement may be modified or altered at any time by the Authority upon thirty (30) days' notice. This includes, but is not limited to, establishing new rules, altering existing rules, changing any fees, or changing insurance requirements. The Authority shall provide Licensee with notice of such change and an acknowledgment form and deadline for acceptance or rejection of the changes. In the event the Licensee accepts the change, Licensee shall submit the signed acknowledgment form on or before the designated deadline for submittal. In the event Licensee elects not to accept the changes, this License Agreement shall be deemed terminated by mutual consent as of the designated deadline.

15) Governing Law.

This Agreement and attachments, if any, constitute the entire understanding between the Licensee and the Authority and shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to otherwise applicable principles of conflicts of laws.

[SIGNATURE PAGE FOLLOWS]

Pennsylvania Convention Center Authority
By: SMG, its duly authorized Manager

_____
(Signature)

Name: _____
(Printed)

Title: _____

Date: _____

Licensee Name (Company Name)

By: _____
(Signature)

Name: _____
(Printed)

Title: _____

Date: _____

Attest: _____
(Signature)

Appendix A

Licensee Information Statement

***Please complete and/or update this form, sign and return with your signed agreements. Your company will be invoiced a "License Processing Fee" for the annual period: January 1, 2019 through December 31, 2019 in the amount of $100.**

Company name:_____

Address:_____

City:_____ State:_____ Zip:_____

Contact Name:_____

24 Hour Emergency Contact:_____

Phone #:_____ Fax #:_____

Cell #:_____ Cell 2 #:_____

E-mail address 1:_____

E-mail address 2:_____

E-mail address 3:_____

Federal Tax ID #:_____

Insurance Company:_____ Insurance Agent:_____

Insurance Agent Phone #:_____ Insurance Agent Fax #:_____

Service or function your company provides for events:_____
(i.e. I&D, Audio/Visual, Design Supervision, Floral, Security, Rentals, Modeling, Transportation, etc.)

***This form completed, updated or reviewed by (please sign):_____**

THE FOLLOWING MUST ACCOMPANY THIS INFORMATION STATEMENT:

		REC'D
1.	Endorsed **"Right of Entry License Agreement"** (two signed sets).	_____
2.	**"Certificate of Insurance"**.	_____
3.	This **"Licensee Information Statement"** page with all lines completed.	_____

If you require an updated copy of any, or all, of the "Rules and Regulations" as noted in section 13, please contact:

Contrator Services Department
(215) 418-2032
Or e-mail your request to:
contractorservicesforms@paconvention.com

Appendix B

INSURANCE REQUIREMENTS

All insurance companies must be Rated A+VIII or better by A. M. Best Company. Coverage shall remain in full force and effect for the term of the Agreement.

Types of Insurance	Limits
Commercial General Liability	
Coverage:	
Products Liability/Completed Operations Aggregate	$2,000,000
Each Occurrence	$1,000,000
Personal & Advertising Injury	$2,000,000
General Aggregate	$2,000,000
Automobile Liability	
Coverage:	
Bodily Injury and Property Damage Combined Single Limit– Occurrence	$1,000,000
Uninsured/Underinsured Motorist – Occurrence	$1,000,000
Umbrella Liability	
Coverage:	
Coverage must be in excess of Commercial General Liability, Automobile Liability, and Employer's Liability.	$5,000,000
Workers' Compensation and Employer's Liability	
Coverage:	
Workers' Compensation	Statutory
Employer's Liability	$1,000,000/$1,000,000/$1,000,000
Coverage must be in excess of Commercial General Liability, Automobile Liability, and Employer's Liability	

Holder:
Pennsylvania Convention Center Authority
One Convention Center Place
1101 Arch Street
Philadelphia, PA 19107-2299

The Pennsylvania Convention Center Authority, SMG and their board members, officers, employees, and agents, as well as the Commonwealth and the City of Philadelphia, its agents, officers, and employees, must be named as Additional Insureds on all certificates of insurance for Commercial General Liability, Automobile Liability, and Umbrella Liability. All coverage provided hereunder must be primary as to all insured, and Additional Insureds listed herein. The policies shall contain a waiver of subrogation in favor of the Additional Insureds.

If you do not wish to be invoiced you may send a check for your fee(s).
If you would prefer to make a direct payment for your fee(s) complete and submit this form.

Send completed form with your signed agreements to:

Pennsylvania Convention Center
Attn: Contrator Services Department
One Convention Center Place
Philadelphia, PA 19107-2299 or
Fax to 215-418-4875
Attention: Contractor Services Department

Date: _____

Company Name: _____

Cardholder Name:_____

Annual Registration fee U.S. $100.00_____

Other fees U.S. $_____ Description: _____

Total amount to be charged U.S. $:_____

I would like to authorize the Pennsylvania Convention Center Authority/SMG to charge the credit card information for the above amounts(s)

AMEX	MASTER CARD	VISA	DISCOVER CARD
☐	☐	☐	☐

Account Number:_____

Expiration Date:_____

Print Name of Cardholder:_____

Signature of Cardholder:_____