

LEGAL CONSULTANTS TO THE MEETINGS AND EXHIBITION INDUSTRY

## **CONVENTION CENTER CONTRACT NEGOTIATIONS**

### **Part 4 – A Few More Things to Consider Before Signing on the Dotted Line.**

By Mark Roysner, Esq.

Many of the standard clauses contained in the convention center leases and licenses you receive from convention center are broadly written to cover a wide variety of events (i.e. tradeshow, conventions, consumer shows, gated events, etc.). The contractual language contained in them can often be confusing, archaic, or completely unrelated to your particular event. However, under the right circumstances, a thoughtful and proactive approach can help you modify the often imposing or unbalanced language contained in these agreements.

To avoid legal disputes, potential liability and unanticipated costs due to the ambiguity of generalized or unsuitable contractual language, you must first understand what the lease or license language actually means. Once this is accomplished, the next step is to determine how to modify and/or clarify the language to meet your objectives. Of course, this is easier said than done, but nevertheless, if you arm yourself with some basic knowledge, a tenacious attitude and a good deal of patience this can be accomplished.

The key to success lies in your ability to present a rational argument as to why the language needs to be modified in a particular instance, combined with your willingness to take the initiative by offering alternative language, which adequately speak to your concerns and overcome the convention center's uneasiness about altering their language.

A large number of event professionals view the issues discussed below as "boilerplate" provisions, and, as such, believe them to be unchallengeable. This fourth installment in this convention center agreement series focuses on additional issues which event organizers should pay proper attention to before signing on the dotted line.

- 1) **Fire, Health And Safety:** Carefully review a copy of the facility's security, safety and emergency procedures manual and share this information with your contractors, exhibitors and attendees as deemed necessary. Find out which services are required (i.e. nurse/paramedic) during move in, event hours, and/or move out. Inquire about what and when approvals must be obtained from the local Fire Department pertaining to aisle widths, floor plan, limitations on exhibit height, compressed gases, exhibit materials, etc. Find out if a fire marshal must be present during move-in/out and event days.
- 2) **Security:** Know how the building is secured during move-in, event dates, and move out. Ask what type of building security is included in the basic lease terms, and the facility's minimum-security requirements for events. Ask if event management can have locks re-keyed or safe combinations changed and be the sole holder of those keys for contracted space.
- 3) **Union Jurisdiction:** Find out which labor unions have jurisdiction in the convention center, if any, and when their labor contracts expire to avoid the possibility of a strike or to devise contingency plans ready to be implemented should such a strike occur. If your organization is sensitive to organized labor related matters (such as not crossing a picket line) then add a provision specifically addressing your intended course of action if a labor dispute arises.
- 4) **Catering and Other In-House Services:** Find out if event management can control placement of portable concession stands in the exhibition areas and if the tables, chairs used in these areas will be provided complimentary. Ask if you can have some input regarding the kinds of food to be served at these concession stands. Ask if there is meeting room charge for rooms used for catered functions and the minimum covers

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required to avoid labor charges. Determine if there will be restrictions or surcharges on the amount and/or types of samples food/beverage items distributed by exhibitors. If necessary, inquire if you can restrict the sale of certain items such as alcoholic beverages, types or brands of food or beverages, etc.

- 5) Utilities: Find out what types of utilities are available and their costs (water, gas compressed air, telecommunications, electricity, internet, etc.). Ask when the facility will provide lighting, heat/air conditioning, and at what levels. Find out if event management can use 110V wall outlets in meeting rooms at no additional cost. Inquire if you can use the facility's installed equipment such as the public address/paging systems, sound system, etc and at what cost.
- 6) Cleaning of the Facility: Determine who controls exhibition hall, aisle and booth cleaning services. List the areas where cleaning services will be provided by the convention center at no additional charge. Find out if daily trash pick-up in contracted areas are included in the rental rate or if there will be an additional service charge. Find out if the convention center will agree to a certain number of trash pulls per exhibition hall rented at no charge.
- 7) Telecommunications and Internet Communications: Determine who will provide telecommunication and Internet services for the event and your exhibitors. Find out if cellular phones are permitted as a communication system. If you require special telecommunication and Internet services set-ups address them in the contract, including their associated costs.
- 8) Shuttle Bus Service and Traffic Control: Find out if there are any restrictions as to specific streets, entrances that could affect your shuttle bus service. Ask what the facility's plans are to handle street traffic flow and parking ingress and egress for concurrent events and define who will be responsible for the additional costs. Find out where the truck marshaling area is located. If required, ask the convention center to make available special parking and drop-off zones for VIPs, and speakers.
- 9) Advertising Fees and Signage: Determine if there is an advertising commission (based on advertising revenues) payable to the facility for exhibition advertising located outside of the exhibition halls. Ask if event management can retain right of approval on any exhibitor signage located outside the exhibitor's actual booth location or in the public areas of the convention center or outdoor areas of the convention center. Inquire as to what types of signage the convention center can provide complimentary to announce your event. Find out what the convention center's policy is on signage and who will be responsible for hanging signage.
- 10) Parking: Ask how many parking spaces are available at the convention center for your event. Negotiate complimentary parking passes for event management and staff as needed. Find out if any high attendance public events (sports, street festivals, public events) are taking place in or outside the convention center that could severely limit parking availability and ingress and egress for your attendees.
- 11) Novelties and Give-a-ways: Question whether there are restrictions/limitations on novelty items sold by event management or giveaways distributed by exhibitors.
- 12) Permits: Determine what permits are required by event management and exhibitors (Fire, health, tax, local business licenses, etc.). Ask if exhibitors can sell "over the counter" from their booths.
- 13) Ask any and all other questions you can think of to insure that your organization will have a successful and productive event at the convention center.

In closing, if, at the onset of your negotiations with a convention center, you feel you are not fully prepared to deal with these issues, consider seeking out the advice and guidance of a knowledgeable legal or other qualified professional to assist you in developing a negotiation strategy to help achieve your organization's goals and avoid the consequences of the unprepared.

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