

# **MassMutual Center**

## **RULES & REGULATIONS**



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## SECTION 1. GENERAL

**1.1 PRIORITY OF AGREEMENT.** The MassMutual Center (The “MMC”) has promulgated the following Rules and Regulations (see Article 6.1. (c), Massachusetts Convention Center Authority Event License Agreement). If a conflict arises between these rules and the provision of the said License Agreement (the “Agreement”), the provision of the Agreement shall control.

**1.2 AMENDMENTS TO RULES.** Any matters not expressly covered by these Rules and Regulations shall be determined by the MMC management. The MMC management reserves the right to alter and /or amend these Rules and Regulations.

**1.3 LIABILITY.** Violation of any rule or regulation herein, except where it can be shown to be the sole fault of an officer, agent, or employee of the Massachusetts Convention center Authority, shall constitute a breach of the Agreement, and any liability or cost resulting from such violation shall be the sole responsibility of the Licensee. The fact that this burden may, for purposes of emphasis, be restated in the context of some rules herein, and not in others, is of no substantive significance and is not to be construed.

**1.4 GRATUITIES.** Offering of tips and gratuities to personnel employed by the Massachusetts Convention Center Authority or its contractors, agents or suppliers is strictly prohibited. MassMutual Center personnel are required to report any violation of this section to MMC management.

**1.5 SOLICITATION.** No soliciting is permitted on the property of the MassMutual Center.

**1.6 ANIMALS.** Animals, birds and other pets are not permitted in the building. Vision or hearing-impaired persons will be given special permission by the MMC management for trained guide dogs. Other exceptions will be considered at the discretion of the MMC management.

**1.7. SMOKING.** Smoking is prohibited in all areas of the MassMutual Center. Outside smoking areas will be determined for each event.

**1.8. PARKING.** While there are private parking facilities in the general area, the MassMutual Center does not offer parking for any event on its own premises. Posted no-parking areas will be strictly policed. Unauthorized vehicles will be removed at the owner’s expense.

**1.9. EXCLUDED AREAS.** (Also see Sections 4.10., 5.3., 5.5., and 6.2.) The Lobby, , pre-function areas, meeting rooms, hallways, and/or corridors, are specifically excluded as exhibition areas without the prior written permission of the MassMutual Center management.

**1.10. ACCESS.** (Also see Sections 4.10., 5.4., 6.2., and 7.5.) Clear access is to be maintained to exhibit hall concession stands and restrooms at all times.



## **SECTION 2. DUTIES OF LICENSEE.**

**The duties of the Licensee (See Agreement) include, but are not limited to, the following:**

**2.1. I.D. BADGES.** All personnel are required to have identification badges that must be worn on outer clothing at all times. Show contractors and decorators are responsible to see that their employees and management staff are issued badges from the first day of move-in until move-out is completed. Exhibitors must be furnished badges by show management prior to being admitted to the Exhibit Area. (Show management will supply the Director of Security with a sample set of identification badges together with a full written description of any restrictions associated with them.)

**2.2. CONDUCT.** (Also see Sections 2.8., 2.10., and 5.8.) Licensee is responsible for the conduct of its employees, agents or invitees. If any such person fails to comply with applicable rules and regulations, the MMC management may restrict the use of the premises or entirely bar the Licensee from the building.

**2.3. CONTRACTS OF LICENSEE.** The Licensee shall have valid, properly executed and compatible written contracts with all performers and exhibitors who are to use the facilities of the MassMutual Center in connection with the Licensee's rights therein, and the Licensee shall submit the same to the Authority upon demand.

**2.4. ADVERTISING.** All advertising of any exhibition or performance to be given in the MassMutual Center shall be accurate and forthright in all respects, and the MMC management prior to any publication thereof must approve the contents of all such advertising in writing.

**2.5. PROPERTY DAMAGE.** Damage to the MassMutual Center property or equipment is the responsibility of the Licensee. Show management and service contractors are invited to inspect licensed areas prior to move-in and following move-out. No damages to the premises allegedly observed during such inspection may subsequently be asserted by the Licensee to predate its events unless reported in writing to the Security Department or Operations Department prior to moving in.

**2.6. STAINING.** Any equipment likely to drip oil or other staining solutions may not be operated within the MassMutual Center without a drip pan or dry absorption powder. The Licensee is responsible for all costs including, but not limited to, cleaning that may result from staining or other damage caused by staining materials.

**2.7. FLOOR PLANS.** Six (6) copies of the floor plan of the exhibit areas must be submitted to the Mass Mutual Center no less than sixty (60) days prior to move-in for approval. All plans must be at least 1/32" scale and have the name and date of show or event. Plans altered after initial approval must be resubmitted for approval.

**2.8. DEFAMATION.** Any act or course of conduct, during or in connection with any event, which is reasonably calculated to be offensive to any religious or ethnic group is strictly prohibited and it is the responsibility of the Licensee to control, and if possible, prevent any such happening. Failure by the Licensee to act promptly and effectively in dealing with any violation of this section, unless the misconduct is solely attributable to an officer, agent, or employee of the Authority, shall constitute a breach of the License.

**2.9. WORKING HOURS.** Working hours are 8:00 a.m. until 5:00 p.m. unless otherwise approved by the MMC management. A supervisor, who will report to, and maintain liaison with, the MassMutual Center security office, must be provided by show management to control and be responsible for all work performed, or to be performed, outside of the said working hours by event personnel, exhibitors, service contractors or others connected with the event and not employed by the MMC management.

**2.10. LOITERING.** Event personnel are not permitted to loiter or take breaks in public areas.

### **SECTION 3. RIGHTS OF MassMutual CENTER**

**The rights of the MMC management (See Agreement) include, but are not limited to, the following:**

**3.1. ANNOUNCEMENTS.** The MMC management reserves the right to make announcements at any time it deems such announcements to be in the interest of public safety. The MMC management also reserves the right to make, during all intermission periods, announcements, advertising, or otherwise relating to, future events or attractions scheduled to take place at the MassMutual Center. In the event of an emergency, use of the public address system will be suspended until clearance is given directly to show management by security.

**3.2. TICKET REFUNDS.** The MMC management shall in all instances solely determine whether ticket receipts shall be refunded for cause. In making such determination the MMC management may give due weight to the interest of the MassMutual Center in protecting its public good will.

**3.3. ARTICLES LOST OR ABANDONED.** The MMC management shall have the sole right to collect, and have custody of, all articles left, lost, or checked in the MassMutual Center by persons attending any performance, exhibition, or entertainment given or held therein. Proof of ownership may be required for reclaiming any lost, checked or left behind article.

**3.4. TOURS.** The MMC management reserves the right to conduct public tours of the MassMutual Center during the License Period, but will make reasonable efforts not to interfere with the Licensee's use thereof.

**3.5. RECORDING.** No visual or audio recording of any type or kind shall be made in the MassMutual Center without the prior written approval of the MMC management. The MMC management reserves the right to impose an additional charge for that privilege to be paid in accordance with the provision of Article 5.1. of the agreement.

**3.6. BROADCASTS.** The MMC management reserves all rights in connection with any broadcasts originating in the MassMutual Center during the License Period unless agreement to the contrary is made in writing prior to the event. No broadcast of any type shall be made in or from the MassMutual Center without the prior written approval of the MMC management.

## SECTION 4. PUBLIC SAFETY

**4.1. CAPACITY.** All exhibits, equipment, displays, etc., must observe the floor load capacities of the building. All meeting rooms and exhibit halls have a posted maximum occupant capacity, and it is the responsibility of the Licensee to observe such limitations. The MassMutual Center reserves the right to close any area to occupancy or to additional occupancy if, in its opinion, public safety and welfare considerations would be served thereby.

**4.2. SAFETY REGULATIONS.** It is the Licensee's responsibility to insure proper exhibitor booth construction. Drapes, signs, banners, acoustical materials, cotton, paper, hay, straw, moss, split bamboo, plastic cloth and/or any other similar materials shall meet Massachusetts public safety and fire-retardant regulations. The MMC management reserves the right to request documentation for fire retardant materials.

**4.3. VEHICLES.** Motorized vehicles may not be operated within the MassMutual Center without the prior approval of the MMC management. Trucks entering to off-load in Exhibit Hall shall be limited to available space, motors turned off, and Security present within the hall to monitor activity. Prior approval must be obtained from MassMutual Center management for bringing trucks in. At no time will trucks be allowed to stage in the Hall overnight or for extended periods unless special permission is granted and all safety/fire regulations observed. Any autos, trucks, motorcycles, or other motorized vehicles displayed must meet MassMutual Center restrictions and all requirements of the Massachusetts Department of Public Safety and any applicable state or local code, specifically, but not limited to, the following:

- a. There is no more than one-eighth (1/8) tank of fuel.
- b. Fuel tanks must be locked or sealed with tape.
- c. Battery cables are disconnected.
- d. Ignition keys are removed and at display location.
- e. Once cars are in place, Springfield Fire Department would like a walkthrough two hours prior to the event opening.

**4.4. LOADING DEVICES. (Also see Sections 6.6. and 6.7.)** A trained operator must operate all forklifts or other heavy loading devices operated within the MassMutual Center. Damages resulting from operation of such equipment shall be reported immediately to the Director of Security. Liability for such damages will be the responsibility of the Licensee.

**4.5. HAZARDOUS MATERIALS/EQUIPMENT.** The use of flashpots, fireworks, open flames, burning or smoke-emitting machines or materials is prohibited. The Licensee shall not bring, or allow to be brought, into the MassMutual Center any material, substance, equipment, or object which reasonably may endanger the life of, or cause bodily injury to, any person in the MassMutual Center, or which reasonably may constitute a hazard to the building or to any property therein.

**Note:** All requests for the use of any pyrotechnic device must be approved in writing by MMC management and the local fire marshals including any applicable permits, which must be obtained by the licensee.

**4.6. WASTE MATERIALS.** Under no circumstances may grease or other waste material be poured into drains. The Licensee must remove grease and any hazardous material in proper containers and in accordance with applicable regulations and ordinances.

**4.7. HAZARDOUS WORK AREAS.** The Arena and exhibit halls during move-in and move-out, loading dock area, and back-of-house service areas are considered hazardous work areas. Any unsafe condition or activity therein is to be reported by the Licensee to the MMC management.

**4.8. IDLE MACHINERY.** No machinery or equipment shall be left unattended unless secured so as to prevent unauthorized operation.

**4.9. ESCALATORS.** Escalators are exclusively for the transportation of people. No freight, furnishing, equipment, display, decorations, materials, supplies, baggage, trunks, clothing, or any other object - other than handbags or briefcases of convention mode and the like – may be carried or otherwise transported on escalators.

**4.10. ACCESS.** (See also Sections 1.9., 5.3., 5.5., and 6.2.) Utility panels, switchgear, fire hose cabinets, extinguisher cabinets, pull stations, flasher devices, audio devices and stand pipes situated in the MassMutual Center must remain accessible at all times. Exhibit booths shall not interfere with access to any required exits or restrict visibility of any exit signs. All entrances, exits, public access areas, corridors, hallways, aisles, escalators, elevators, stairways, and doorways shall not be impeded and shall be free of obstructions.

**4.11. OVERHEAD DOORS.** Overhead doors will be operated only by MassMutual Center personnel and will be available or used only after prior arrangement with the Event Coordinator.

## **SECTION 5. SECURITY**

**5.1. GENERAL.** The Licensee is responsible for all costs related to the complete security of the Arena, Exhibit Hall, Auditorium, Meeting Rooms and all other areas specifically licensed to the Licensee from the beginning of the lease period until move-out has been accomplished. The MassMutual Center maintains security for building perimeters only by means of guards, alarms and monitors. The MassMutual Center will evaluate each event according to the nature of event, profile of attendees, areas in use, and with regard to the needs of other clients when determining minimum-security requirements for the Licensee. The Licensee may increase security at its option. The fact that the MMC management shall determine only minimum-security requirements for the Licensee will not to any extent relieve the Licensee of its responsibility and liability under the Agreement. Security personnel, for show management as well as any exhibitors, will be provided only through the exclusive security arrangements of the MMC management. The MMC management, on special occasions, may approve the use of any outside security personnel including police details.

**5.2. MINIMUM SECURITY.** Minimum security as defined by the MMC management must be provided at cost to the licensee in the following areas.

### Convention Center

- a. Loading dock.
- b. Loading dock access ramp during substantial traffic periods.
- c. Exhibit Hall rolling freight doors, when in use.
- d. Entrance areas, exit areas, and high traffic areas to be used in connection with the event.
- e. Individual meeting rooms, based on nature of function.
- f. Guest safety

Arena

- a. Loading dock.
- b. Loading dock access ramp during substantial traffic periods.
- c. Entrance areas, exit areas, and high traffic areas to be used in conjunction with the event.
- d. Arena
- e. Locker rooms and other rooms based on the nature of the event.
- f. Guest safety

**5.3. RESTRICTED AREAS.** (Also see Sections 1.9., 4.10., 5.5., and 6.2.) Restricted areas of the MassMutual Center are labeled “Authorized Personnel Only,” and only MMC management shall have access to those areas.

**5.4. MANAGER’S RIGHT OF ACCESS.** The MMC management has the right of access to any space in the MassMutual Center at any and all times.

**5.5. RIGHT TO INSPECT.** The MMC management and security personnel reserves the right to inspect any vehicle, carton, satchel, container, briefcase, luggage, or package brought into or taken out of the MassMutual Center.

**5.6. KEYS.** All MassMutual Center keys required by the Licensee during its use of the authorized area under the terms of the Agreement may be obtained from the Director of Security or Operations Supervisor and must be returned at the end of the license period. Each key, if not returned at expiration of the event license, is subject to a \$25.00 charge.

**5.7. DOOR LOCKS.** Exterior and loading dock area doors may not be propped open without prior authorization from the Director of Security. Under no circumstances may automatic-closing devices be removed or tampered with.

**5.8. MISCONDUCT.** Abusive language, threats, assault, vandalism, theft and similar acts will result in immediate removal of the offender from the premises and, if appropriate, prosecution.

**5.9. MEDICAL FACILITIES.** The MassMutual Center’s first aid facilities, under the supervision of an Emergency Medical Technician (EMT), will be provided at a cost to the Licensee during event hours. The first aid facilities and an EMT will be made available during non-show hours at a cost to the Licensee. All events require a minimum of one EMT when open to the public. MassMutual Center management based on the nature of the event may require additional EMT’s.

**5.10. FIREARMS.** The carrying of firearms and/or weapons of any kind within the facility is strictly forbidden without the prior written approval of the MMC management. Copies of any and all applicable licenses will be required.

## **SECTION 6. FREIGHT/DELIVERIES/EQUIPMENT.**

**6.1. MAIL.** Mail received on-site must be addressed to the appropriate show or event and be directed to the attention of the assigned Event Coordinator. Mail will be held in the MassMutual Center offices or specified location, by the Event Coordinator 1277 Main St. Springfield Mass 01103 until the first day of the license period, at which time it will be delivered to the show management. The MassMutual Center assumes no responsibility for the forwarding of mail after an event but a reasonable effort will be made to do so at the expense of the addressee.

**6.2. ACCESS FOR DELIVERIES.** (Also see Sections 1.9., 4.10., 5.3., and 5.5.) All articles, exhibits, fixtures, displays, and property of any kind and description shall be brought in to and out of the MassMutual Center only at and through such approved loading areas as the MMC management may designate from time to time. When two or more events require loading dock access, MassMutual Center management will work with the Licensee and/or drayage contractors for a mutually agreeable dock and elevator utilization schedule. Exhibitors using loading docks must unload their materials onto docks, remove their vehicles promptly and then deliver their materials to booth area using designated elevators and entrances. Exhibitors using docks to load out may bring their vehicle to loading dock area only after their materials have been brought from the booth to the loading dock.

**6.3. FREIGHT.** The MMC management will not accept any shipments of freight and/or materials for any Licensee or exhibitor. All freight shipments must be consigned to a service contractor. The MMC management accepts no responsibility for loss, damage, or security of such shipments.

**6.4. ELEVATORS.** All equipment, freight, and deliveries must be transported on service elevators situated in the dock area. It is the responsibility of the Licensee and its agents to observe load capacities on all elevators. Public passenger elevators may not be blocked, and are not to be used for transporting equipment unless the MMC management has approved such use in writing. The, MassMutual Center reserves the right to operate and/or require an operator for freight elevators at the cost of the licensee.

**6.5. FLOORING.** Forklifts, electric scooters, etc. are not permitted on carpeted areas throughout the, MassMutual Center. Use of motorized equipment on carpeted, tiled or stone floor areas may be authorized with prior written approval of the MMC management. When vehicles are approved for use in carpeted areas, a protected sheet of visqueen, tarpaulin, plywood or comparable material is to be used to prevent damage from tires, leaks, oil, etc. However, the Licensee's responsibility for any resultant stains, cracks or other damage remains in full force and effect despite such precautions.

**6.6. MassMutual CENTER PROPERTY.** The Licensee may not use or operate any equipment, furnishings, fixtures or other property of the MassMutual Center without the MMC management's prior written consent. Under no circumstances may the Licensee move any equipment, furnishings, fixtures or other property of the MassMutual Center.

**6.7. FURNITURE/EQUIPMENT.** The MassMutual Center does not provide furniture and/or equipment for exhibit hall use.

**6.8. TELEPHONES.** , MassMutual Center telephones are reserved exclusively for MassMutual Center business. MassMutual Center phone numbers may not be published as official show or convention numbers.

## **SECTION 7. SIGNAGE/DECORATIONS.**

**7.1. APPROVALS.** Advance written approval for all interior and/or exterior signage and/or decorations must be obtained from the MassMutual Center management, and limitations thereon must be strictly observed. The Manager must receive requests relating to rigging or the use of hanging devices at least sixty (60) days prior to the proposed use or activity. The MassMutual Center policies relative to signage and/or decorations may change from time to time at the MassMutual Center management's sole discretion.

**7.2. FASTENINGS.** Signage and/or decorations may not be taped, nailed, tacked, stapled, or otherwise fastened to any wall, ceiling, column, stone, window, drape, or painted surface in any area inside the building or on the premises.

**7.3. HANGING DEVICES.** Rigging of cable and other hanging devices on or near ceiling electrical buss ducts and conduits, on sprinkler pipes or on ventilation equipment is strictly prohibited.

**7.4. LIGHTS.** Only U.L. approved clamp-on types of portable spotlights are allowed, with porcelain base and metal guards. Clip-on types are not allowed.

**7.5. OBSTRUCTIONS.** , MassMutual Center permanent graphics, signage, displays, exit signs, emergency flashers, fire pull stations, and security monitors may not be blocked or obscured in any manner.

**7.6. GLITTER, POPCORN, AND CONFETTI.** Glitter, popcorn, and confetti may not be used in connection with any event or activity and are not allowed on the premises.

**7.7. TAPE.** Double-faced tape used for installation of aisle or exhibitor carpet shall be Shure Tape or one approved by the MMC management as an equal. Removal of tape and/or residue will be at the expense of the Licensee.

**7.8. STICKERS.** Stickers or decals are not allowed on the premises.

**7.9. BALLOONS.** Helium balloons are not allowed in the building without prior written consent of the MMC management. A \$50.00 per balloon charge will be assessed for balloons in the ceiling.

**7.10. FLOOR MARKING.** The official show contractor or decorator shall use the standard stick or ball-type chalk in marking exhibit floors. Liquid chalk, water paint or liquids of any other nature are expressly forbidden. Costs of removing liquid chalk or paint will be the responsibility of the Licensee.

## **SECTION 8. SERVICES**

**8.1. EXCLUSIVE SERVICES(See Section 8.6.).** The MassMutual Center will be the exclusive provider of the following services: food and beverage, cleaning, security, electrical, telephone, plumbing and the supply of compressed gases for exhibitors are subject to prices and conditions on appropriate orders forms which are available through our Customer Service Center.

**8.2. FOOD AND BEVERAGE SERVICES.** The MassMutual Center prohibits food or alcoholic beverages from being brought into the building except by the MassMutual Center's food and beverage contractor. The distribution of alcoholic beverages, regardless of type and/or quantity, is the sole responsibility of the MassMutual Center's food and beverage contractor. The MassMutual Center's food and beverage contractor is the caterer for all food and beverage services within the MassMutual Center. All arrangements for the service of food and/or beverages must be made through our catering office. Food and beverage sampling in conjunction with specific exhibits may be permitted, but only to the extent approved in advance, in writing, by the MMC management.

**8.3. ENVIRONMENTAL SERVICES.** The MassMutual Center will provide reasonable heat, air conditioning, and lighting during actual event days. Additional services may be provided during move-in and move-out at the request of the Licensee, and a standard fee will be assessed for such supplemental services.

**8.4. JANITORIAL SERVICES.** Janitorial services will be provided during event hours in corridors, lobbies, entrance areas, restrooms, and areas used for meetings, a single cleaning of these same areas is provided during non-event hours.

- a. Licensee is responsible for removal of bulk trash, crates, pallets, packing materials, lumber, oil and other liquids, etc., prior to show opening and following move-out.
- b. The MassMutual Center personnel will not clean interior of exhibit booths unless special arrangements have been made at the Customer Service Center.
- c. Vacuuming of carpeted aisles and the cleaning of uncarpeted aisles during event days will be provided at a cost to the Licensee at prevailing rates.
- d. Monitoring of restrooms will normally be accomplished on a periodic basis throughout the duration of the event. Upon client request, attendants may be assigned to restrooms based on schedule requested by the client. The client will be billed at the prevailing labor rate.

**8.5. MEETING ROOM SERVICES.** The MassMutual Center, through the Event Coordinator, will provide the initial standard set-up of the meeting rooms with available MassMutual Center equipment. Set-ups for meeting rooms other than standard sets may be subject to charges.

**8.6. CUSTOMER SERVICE CENTER.** The Customer Service Center is responsible for processing all exhibitor service orders. The MassMutual Center reserves the right to determine, if, when, and where the Customer Service Center shall be located.

**8.7. MEDICAL SERVICES.** See Section 5.9.