

AN ORDINANCE No. 85-317-291
ADOPTED DEC 16 1985

Establishing a policy for the Richmond Centre for Conventions and Exhibitions regarding responsibility for booking, booking priorities, policy for use of facilities by competitive or similar events, requirements for leasing, and letting of concessions and catering for the Centre.

Patron - City Manager (By Request)

Approved as to form and legality
by City Attorney

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the policy for the Richmond Centre for Conventions and Exhibitions regarding responsibility for booking, booking priorities, policy for use of facilities by competitive or similar events, requirements for leasing, and letting of concessions and catering for the Centre, shall be substantially as set out in Exhibit "A" attached to the draft of this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.

EXHIBIT "A"

I. PURPOSE

The general purpose of this Richmond Centre for Conventions and Exhibitions is to foster and promote events of trade and commerce, large meetings, assemblages and exhibitions, particularly those for business and trade purposes, as well as events of civic, community and general public interest that will enhance the prestige and image of the City of Richmond. The Centre's primary purpose is to serve as a generator of convention dollars brought into the community by convention delegates and exhibitors and should attract and secure a market that is unique and that is not in competition with facilities currently available in Richmond. The booking policies and priorities as set forth below are in recognition of and foster the stated purpose.

II. BOOKING RESPONSIBILITY

The City, operating through one of its departments or financially supported agencies, will have full responsibility for marketing, and promotion and sales for the Centre. To carry out this responsibility, the City will have control over all bookings for the Centre. All bookings shall be coordinated with the Centre Manager before final commitment.

The City shall maintain the master booking calendar and shall keep it in an appropriate location in one of its designated offices so that it may be available to the Centre Manager. The Centre Manager shall maintain a duplicate set of booking calendars at an appropriate

location in the Centre offices. The City will retain experienced personnel who will diligently promote the use of the facility in accordance with its purpose.

When booking the Centre, primary considerations shall be given by the City to the following factors:

- (a) projected overall economic impact on the City;
- (b) total number of hotel room nights required;
- (c) projected revenue to the facility (direct space rental, concessions, other building services);
- (d) time of year;
- (e) number of days of use;
- (f) potential for repeat booking;
- (g) previous history and experience of the potential user with respect to use of similar facilities; and
- (h) whether the proposed use would be for legal purposes, or would tend to cause a breach of the peace or civil disturbance.

III. BOOKING PRIORITIES

Bookings are made on a first-come, first served basis, however, the rank ordering of the importance and priority of events to be booked into the Centre are set forth below. The following priorities notwithstanding, exceptions to the first-come, first served rule shall be events which have within the last five (5) years utilized other City owned facilities for the same type of function. In such cases it is the intent to transition such events from facilities such as the Richmond Arena. This exception shall only apply in the first two (2) full years of operation of the Richmond Centre.

Priority 1

Trade shows and conventions which are regional, state, national, or international in scope and would have a significant impact on the hotels in the City (requiring the use of multiple hotels).

No other commitments are to be finalized more than eighteen (18) months prior to dates requested for affairs, functions, or events of any other nature.

Priority 2

Multiple-day annual public exhibitions such as boat shows, automobile shows and antique shows. Continuing local annual shows may record their date preference in the form of a tentative booking for future years with the understanding that commitments are not final until the City has exhausted its efforts to rent the Centre for Priority I events.

Priority 3

Local multiple-day events when the Centre is not committed under the first two priorities. Priority 3 events shall not be booked or reserved more than eighteen months in advance of the proposed use. Leases for Priority 3 events shall not be issued more than thirteen (13) months in advance of the event taking place. (Tentative date preferences may be recorded that exceed the eighteen (18) month period).

Priority 4

Single-day local events where early commitments could result in loss of profitable multiple date events. Priority 4 events shall not be booked or reserved more than twelve (12) months in advance of proposed use. Leases for use for Priority 4 events shall not be issued more than eight (8) months in advance of the event taking place. (Tentative date preferences may be recorded that exceed the eighteen (18) month period).

Priority 5

Meetings for conduct of City business. City government meetings, exams, school functions or assemblies may be scheduled into unrented areas of the Centre. Priority 5 events shall not be booked or reserved more than six (6) months in advance of the proposed use. Commitments for this use may not be made more than sixty (60) days in advance of the proposed use. (Tentative date preferences may be recorded that exceed the eighteen (18) month period).

When events are booked inside the eighteen (18) month period and the aforementioned priorities have been exhausted, first preference shall be given to the event utilizing the largest amount of space in the building giving consideration to profitability of the function or event, and its compatibility with concurrent users of the facility.

IV. SIMILAR OR COMPETITIVE EVENT SPACING

Listed below are the Event Spacing Policies (i.e., the number of days that will be between the end of one event and the start of another similar event) for the following types of publicly attended attractions which may be similar or competitive in nature.

Industrial Trade shows; Business shows; camping/sporting goods and recreational vehicle shows; Home shows/Flower & Garden shows; Patio shows/Manufactured House shows; New Automobile shows; Custom Car shows; Antique or Classic Car shows; Van shows; Motorcycle shows; etc. When 25% or more of the exhibit show or sale items are in common. - 60 days

Auctions - when 25% or more of the displays are in common. - 45 days

Hobby, Craft, and Art Shows - when 25% or more of the displays are in common. - 30 days

Antique Shows - when 25% or more of the displays are in common. - 30 days

Flea Markets - when 25% or more of the displays are in common. - 14 days

Flea Markets will not be scheduled any less than 30 days prior to antique shows, but may be scheduled 14 days after antique shows.

Events or functions not named above shall be given consideration in one of the appropriate categories; the category shall be determined by the City.

V. LEASING REQUIREMENTS

A. Reservation of Dates

The dates requested by prospective lessees which are for events or functions occurring within eighteen (18) months may be held up to ten (10) days; after which time, the City

reserves the right to book another event on the date being held. The prospective lessee wishing to hold a date for more than ten (10) days must provide a written request to the City to do so, which will be honored until a written request is received for another event on the same date. The prospective lessee having first requested the date in writing and who otherwise satisfies the applicable booking requirement and priorities will be given first right of refusal. The date remains tentative until all requirements have been met to establish a firm date and a final lease for use has been executed. The prospective lessee forfeits the tentative date and first refusal rights if by the time specified by the City, which shall not exceed (10) days from official notification, the prospective lessee has not met the requirements to establish a firm date as set forth in the regulations governing the reservation of dates.

B. Rental Rates

1. A rental rate structure will be developed by the City and adopted by the City Council for the City of Richmond for each category of event or function.
2. Any deviation from the established rates shall only be permitted as provided for in the ordinance setting forth the rates.
3. Rental rates will be reviewed periodically by the City and may be adjusted to reflect current economic conditions. Rental rates of the facility will be the

rates quoted and which have been incorporated in the lease for use; however, the lessee will be obligated to pay the other facility fees and service charges at the rates in effect and the time of use.

4. The basic rental fee includes normal janitorial service, heat and air conditioning, normal lighting, and the public address system as installed. There will be a labor charge for greater than normal cleanup. Rental rates do not include salaries of ushers, special event-related security, ticketing personnel, box office services, stagehands, sound and light operators, event supervisors, engineers, or other regularly employed personnel of the Exhibition Hall when required and used by the lessee. The number and identity of said workers shall be designated by the Centre Manager. In addition, the lessee is responsible for payment of all services used in the production and presentation of the event, including, but not limited to, the setup and use of tables, chairs, risers, and other operational equipment. Rate sheets for staffing and equipment are available in advance and are included with the issuance of a lease for use.

C. Box Office

The Centre makes available to all lessees a full service box office operation. When a contract stipulates rental

fees based on ticket sales, all tickets must be ordered by and shipped to the Centre box office and must be accompanied by a certified manifest. When lessees are renting the Centre for a public event on a flat-fee basis and tickets are used for the event, both the tickets and method of distribution must be approved by the Centre Manager. The total manifest, including complimentary and any access passes, shall not exceed the maximum safe occupancy of the assigned space. Box office charges and fees are available from the Centre Manager. A system of Generally Accepted Accounting Principles is established and embodied in the Centre's rules and regulations which shall govern and may include, but not be limited to:

- Settlement of events
- Mandatory Sale
- Draws against advance sales
- Reporting periodic sales activity
- Sales outlets
- Wire transfers
- Complimentary tickets
- Deposits
- Collection of taxes
- Deposit forfeiture

D. Leases for Use

No leases for use shall be deemed a binding agreement or a firm commitment for use until all obligations are met for deposits and/or prepayment or other stipulated requirements and the agreement is fully executed by the Centre Manager.

VI. CATERING AND CONCESSIONS

Catering and concessions within the Centre are provided by a private contractor. All details relative to food and beverage, programs and novelties, are coordinated through the contractor and approved by the Centre Manager.